



Request for Proposal
Supporting School Nurse Leadership in Vermont Schools

Issue Date: **June 10, 2022**

Responses Due by: **June 30, 2022**

1. OVERVIEW

Through this Request for Proposal, the Vermont Department of Health, Division of Maternal and Child Health (hereinafter the “State”) is seeking to establish a 10-month grant opportunity during the 2022-2023 academic school year. The State is seeking proposals from eligible Vermont-based Local Education Agencies (LEAs) to provide funds to be used to support school nurse leadership and high-quality School Health Services. Up to 12 LEA proposals will be awarded. The selected LEAs will receive \$79,000 each. The anticipated grant period will be September 1, 2022, through June 30, 2023.

To ensure representation of different size LEAs, awards will be granted as follows:

- Four awards to LEAs with less than 1,000 students
- Four awards to LEAs with 1,000 to 1,999 students
- Four awards to LEAs with greater than 2,000 students

2. BACKGROUND

It is the fundamental belief of the State that schools, school nurses, and local communities are important partners for improving health outcomes for Vermont’s school-aged children. Schools and their communities play a key role in helping establish lifelong healthy behaviors, and thereby improve health outcomes for Vermont's school-aged children. A growing body of evidence demonstrates the link between good health and academic achievement. To create and sustain a healthier Vermont, we as an organization support school nurses as leaders within their schools and LEAs.

School nursing is a complex and dynamic field of healthcare. School health exists within the rapidly evolving and changing healthcare, educational, and family environments. Today’s students face more challenges related to health and learning than ever before. These challenges include chronic health conditions, complex medical needs, and barriers to health such as poverty, unemployment, food and housing insecurity, access to transportation, substance use, illiteracy, immigration status, a lack of healthcare, and increased distance to healthcare providers. These needs, when unaddressed, contribute to chronic absenteeism and inequity in access to education.

Although recommended, having or implementing the Essential School Health Services system is not required for participation in this grant opportunity. Vermont's Essential School Health Services, previously called the School Nurse Leader Model, is a system established by the Health Department and is recommended in Vermont's Education Quality Standards. The Essential School Health Services system builds upon the principle of leadership as outlined in the National Association of School Nurses' Framework for 21st Century School Nurses. The Essential School Health Services system focuses on improving student outcomes and school attendance while mitigating barriers to health by establishing a school nurse leader who has designated leadership and management time. This dedicated school nurse leadership time increases the effectiveness of teacher and administrator efforts spent on student learning due to improved student health.

All schools benefit from school nurse leadership, even if they do not employ the Essential School Health Services system. School nurse leadership improves health and academic outcomes due to the provision of efficient and equitable school health services for all students. The use of evidence-based nursing leadership interventions helps all students participate in their learning environment, increases overall academic success, and improves students' chances of graduating on time. School nurses and School Nurse Leaders were instrumental throughout the COVID-19 pandemic. They served as leaders within their school community and provided public health education, training, and insight to school administration, staff, students, and families. In times of crisis and public health emergencies, school nurses are looked to as leaders, subject matter experts, and trusted sources of healthcare information and support. The COVID-19 pandemic has reflected how important school nurses and school nurse leadership is to ensure safe and healthy school communities during and beyond a crisis.

2.1 Goals of the Grant

The following are the goals of the Supporting School Nurse Leadership in Vermont Schools Grant:

- The participating LEAs will establish a vision and plan for school nurse leadership in their district and take actionable steps towards achieving the vision.
- To increase LEA support for school nurse leadership skills and workforce development and/or formal School Nurse Leader structure in Vermont schools.
- To provide school nurses with leadership, skill building, and workforce development opportunities within their LEA and school.

2.2 Eligibility to Apply for this Grant Opportunity

Eligible applicants are the Vermont-based LEAs listed in Appendix 8.4 that complete and submit all the requested RFP information by the RFP due date. LEAs whose proposal is incomplete or submitted late will not be scored or be considered for one of the 12 LEA grant awards.

3. GRANT PERIOD

The anticipated Grant arising from this solicitation will be for an effective period from **September 1, 2022, through June 30, 2023.**

3.1 Single Point of Contact: All communications concerning this solicitation are to be addressed in writing to: AHS.VDHMCHGrantsandContracts@vermont.gov . Actual or attempted contact with any other individual from the State concerning this solicitation is strictly prohibited and may result in disqualification.

4. DETAILED REQUIREMENTS/DESIRED OUTCOMES

- 4.1 The State is interested in obtaining proposals from Vermont LEAs to support the LEA's vision for school nurse leadership, skill building, and workforce development.
- 4.2 Appendix 8.5 outlines ideas for grant investments of how LEAs may use funds to support school nurse leadership, workforce development, and skill building. LEAs may also use funds in other innovative ways to support their vision for school nurse leadership and achieving their goals.
- 4.3 LEAs are required to provide responses to the questions posed in Section 6.3. Responses should include a broad estimate for how funds will be invested to achieve the goals related to your vision for school nurse leadership. If awarded the grant, grantees will be expected to outline their expenditures and budget in a format that will be provided as part of the actual grant agreement.
- 4.4 The LEA will inform their School Board(s) and leadership about the intent to submit a proposal for this Grant opportunity. Sample language for a letter of intent may be found in Appendix 8.6. This communication should inform the School Board(s) and LEA or school leadership about the plan for school nurse leadership, workforce development, and skill building.
- 4.5 Grant funds cannot supplant existing expenditures such as existing salaries or school health services budget items. Grants cannot be used to purchase equipment not required in the Standards of Practice: School Health Services Manual or to fund menstruation supplies or condoms that are required to be provided by LEAs by law.
- 4.6 If awarded the grant, the grantee will develop a plan to communicate with the Vermont Department of Health Maternal and Child Health Division about progress of vision and goals towards school nurse leadership, workforce development, and skill building. Reporting details will be determined and provided to the grantee as part of the actual grant agreement.
- 4.7 If awarded the grant, school nurses in the grantee LEA are encouraged to participate in school nurse leadership training provided by the State during the grant period. Details regarding school nurse leadership training offered by the State details to be determined and announced.

5. GENERAL REQUIREMENTS:

- 5.1 **Grant Terms:** The selected Grantee(s) will sign a grant agreement with the State and the Attachments as attached to this solicitation for reference to carry out the specifications and provide the activities detailed in the proposal. The Department of Health executes reimbursement-based grant awards. The maximum dollar amount payable under the agreement is not intended as any form of a guaranteed amount. Payment is contingent upon approval by the State and will be made to the Grantee after approval of an invoice and any reporting requirements. The State may withhold payment in whole or in part in the event of the Grantee's failure to comply with the terms of the grant.
- 5.2 **Grant Award:** The State may award up to 12 grants for the 2022-2023 school year. To ensure representation of different size LEAs, awards will be granted as follows:

- Four awards to LEAs with less than 1,000 students
- Four awards to LEAs with 1,000 to 1,999 students
- Four awards to LEAs with greater than 2,000 students

If one or more of the above sized categories is not represented in the proposals submitted, or there are no applicants in a category(ies) that meet the requirements for a complete proposal, the State reserves the right to choose more than four grantees from the above size categories.

Each grantee will receive \$79,000 to accomplish the goals of this RFP.

5.3 Evaluation of Responses and Selection of Applicant(s). The State shall have the authority to evaluate responses and select the Applicant(s) as may be determined to be in the best interest of the State and consistent with the goals and performance requirements outlined in this RFP. The State reserves the right to make additional awards to other compliant Applicants at any time.

5.3.1 Method of Award: The state expects to award grants in response to this solicitation with a starting date of September 1, 2022, with a term through June 30, 2023.

5.3.2 Evaluation Criteria: Consideration shall be given to the Applicant’s project approach and methodology, and their agreement to complete all required activities and reporting.

The State will evaluate proposals based upon the evaluation criteria as outlined in section 6.3. Proposals will be assigned points and scored as follows.

	Points
• LEA Information	Pass/Fail
• Assessment of current school nurse leadership.....	20
• Vision for school nurse leadership.....	20
• Plan for achieving school nurse leadership vision.....	35
• Measures of success	15
• Sustainability plan for school nurse leadership vision.....	10
	Total: 100

Responses to these questions will be scored based upon the comprehensive descriptions of the vision for how this grant would support efforts to improve upon school nurse leadership and high-quality school health services within the LEA.

5.4 Statement of Rights: The State of Vermont reserves the right to obtain clarification or additional information necessary to properly evaluate a proposal.

5.5 Payment Terms: The Department of Health executes reimbursement-based grant awards. The maximum dollar amount payable under the agreement is not intended as any form of a guaranteed amount. Payment is contingent upon approval by the State and will be made to the Grantee after approval of an invoice and any reporting requirements. The State may withhold payment in whole or in part in the event of the Grantee’s failure to comply with the terms of the grant

6. CONTENT AND FORMAT OF RESPONSES: The content and format requirements listed below are the minimum requirements for State evaluation of an LEA’s application. These requirements are not intended to limit the content of an applicant’s proposal. Applicants may include additional information or offer alternative solutions for the State’s consideration.

6.1 Your proposal must be submitted in electronic form, in a fixed standard PDF format. There is an attachment size limit of 40 MB. It is the applicant's responsibility to compress the PDF file, if necessary, in order to meet this size limitation.

- Page limit of 25 pages
- Use standard 8.5" X 11" page size
- Documents must be single-spaced
- Pages must be numbered
- The proposal must follow the sequence of information requested in the sections below
- State your organization's name on each page of your program proposal/bid and on any other information you are submitting.

6.2 Cover Letter:

6.2.1 A cover letter must be written on the LEA's letterhead and signed and dated by a person authorized to legally bind the LEA to a grant relationship. The letter must include the LEA name as it appears on a current W-9. The letter must include a statement outlining your acceptance of conditions outlined in the RFP and with the State's grant provisions (See Attachment C). Please limit the cover letter to 1 page

6.2.2 Confidentiality. To the extent your proposal contains information you consider to be proprietary and confidential, you must comply with the following requirements concerning the contents of your cover letter and the submission of a redacted copy of your application (or affected portions thereof).

6.2.3 The successful response will become part of the grant file and will become a matter of public record, as will all other responses received. If the response includes material that is considered by the applicant to be proprietary and confidential under the State's Public Records Act, 1 V.S.A. § 315 et seq., the applicant shall submit a cover letter that clearly identifies each page or section of the response that it believes is proprietary and confidential. The applicant shall also provide in their cover letter a written explanation **for each marked section** explaining why such material should be considered exempt from public disclosure in the event of a public records request, pursuant to 1 V.S.A. § 317(c), including the prospective harm to the competitive position of the bidder if the identified material were to be released. Additionally, the applicant must include a redacted copy of its response for portions that are considered proprietary and confidential. Redactions must be limited so that the reviewer may understand the nature of the information being withheld. It is typically inappropriate to redact entire pages, or to redact the titles/captions of tables and figures. Under no circumstances can the entire response be marked confidential, and the State reserves the right to disqualify responses so marked.

6.2.4 Exceptions to Grant Terms and Conditions. If the applicant wishes to propose an exception to any terms and conditions set forth in the Standard Grant Form and its attachments, such exceptions must be included in the cover letter. Failure to note exceptions when responding to this solicitation will be deemed to be acceptance of the State contract terms and conditions. If exceptions are not noted in the response to this solicitation but raised during contract negotiations, the State reserves the right to cancel the negotiation if deemed to be in the best interests of the State. Note that exceptions to contract terms may cause rejection of the proposal.

6.3 Completed Required RFP Information, including narrative responses to questions 6.3.1-6.3.6

6.3.1 LEA Information – Pass/Fail

- Describe your student population. Do you have students with chronic medical conditions or who are medically fragile? What is the school nurse's role in their care?
- What are some of the barriers to implementing school nurse leadership, work workforce development, or skill building for school nurses in your LEA?

6.3.3 Vision for school nurse leadership – 20 points

Describe your LEA's vision for school nurse leadership and workforce development. Identify and describe what your LEA wants to accomplish in the next school year to support getting to the LEA's vision.

The following prompts may be helpful in guiding your response, but are not required:

- Identify short term goals and objectives for school nurse leadership and workforce development.
- Identify long term goals and objectives for school nurse leadership and workforce development.
- Discuss how your LEA or school is ready for and will manage change.
- Does your vision include standardizing school health policies, procedures, or protocols? Does it include the standardization of school health services across the LEA?
- How will you support new school nurses? How will you help them become school nurse leaders?

6.3.4 Plan for achieving school nurse leadership vision – 35 points

Please clearly and concisely describe your LEA's plan for achieving their vision and making investments to support school nurse leadership and workforce development. Please provide a broad estimate of how funds will be invested to achieve the goals related to your LEA's vision for school nurse leadership.

The following prompts may be helpful in guiding your response, but are not required:

- Will additional school health services positions be hired to achieve your vision? Please explain.
- How does your plan support school nurse workforce development?
- What skill building activities to support your school nurse leadership vision will be supported?
- What type of meeting planning and buy-in would be needed between school nurses and leadership to work towards accomplishing your goals?
- How will your LEA communicate with the school board(s) to notify them of your plan for school nurse leadership, workforce development and skill building to ensure grant goals are achieved?
- How will you use data to develop, review, or evaluate school nurse leadership, workforce development, and skill building of school nurses?
- What are your strengths and concerns with your plan for school nurse leadership, workforce development, and skill building?
- Does your school and LEA leadership support your plan for school nurse leadership, workforce development, or skill building?
- Did you use the Framework for 21st Century School Nursing Practice to create your plan?

6.3.5 Measures of success – 15 points

Describe how your LEA will measure the success of the activities identified in the plan to achieve your LEA's vision for school nurse leadership and workforce development.

The following prompts may be helpful in guiding your response, but are not required:

- What are your outcome measures for your plan? Do you have process measures?
- Will you use data to show the success of your plan?

6.3.6 Sustainability plan for school nurse leadership vision – 10 points

Describe how your LEA will maintain and build upon activities for supporting school nurse leadership completed during the Grant period.

6.4 Letter of commitment from LEA Superintendent

6.5 Letter to School Board (s) notifying them of intent to submit proposal

7. SUBMISSION INSTRUCTIONS:

7.1 Closing date: Applications must be received by the due date specified on the front page of this solicitation.

7.2 Delivery method: Your response must be received at AHS.VDHMCHGrantsandContracts@vermont.gov not later than 4:30 PM EST of the due date.

7.3 There is an attachment size limit of 40 MB. It is the applicant's responsibility to compress the PDF file if necessary, in order to meet this size limitation.

8. APPENDICES

8.1 Standard State Grant Agreement (includes contact attachments A and B)

8.2 Attachment C: Standard State Contract Provisions (December 15, 2017)

8.3 Attachment F: Agency of Human Services Customary Contract/Grant Provisions

8.4 Eligible Vermont-Based LEAs

8.5 Ideas for Grant Investments

8.6 Sample Letter from LEA Notifying School Board of Intent to Submit Proposal

8.7 Additional Resources

APPENDIX 8.1

STATE OF VERMONT GRANT AGREEMENT	Part 1-Grant Award Detail
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Section I - GENERAL GRANT Information

¹ Grant #: 03420-		² Original <input checked="" type="checkbox"/> Amendment # <input type="checkbox"/>	
³ Grant Title:			
⁴ Amount Previously Awarded: \$ 0.00		⁵ Amount Awarded This Action: \$	⁶ Total Award Amount: \$
⁷ Award Start Date:		⁸ Award End Date:	⁹ Subrecipient Award: YES NO
¹⁰ Vendor #:	¹¹ Grantee Name:		
¹² Grantee Address:			
¹³ City:		¹⁴ State:	¹⁵ Zip Code:
¹⁶ State Granting Agency: AHS/VDH/Division of Maternal and Child Health			¹⁷ Business Unit: 03420
¹⁸ Performance Measures: YES NO	¹⁹ Match/In-Kind: \$ <u>N/A</u> Description:		

²⁰ If this action is an amendment, the following is amended:

Amount:	Funding Allocation:	Performance Period:	Scope of Work:	Other:
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Section II - SUBRECIPIENT AWARD INFORMATION

²¹ Grantee Identifier [UEI] #:		²² Indirect Rate:	²³ FFATA: YES NO
²⁴ Grantee Fiscal Year End Month (MM format):		___ % <small>(Approved rate or de minimis 10%)</small>	²⁵ R&D:

²⁶ Entity Identifier [UEI] Name (if different than VISION Vendor Name in Box 11):

section iii - FUNDING ALLOCATION

STATE FUNDS				
Fund Type	²⁷ Awarded Previously	²⁸ Award This Action	²⁹ Cumulative Award	³⁰ Special & Other Fund Descriptions
General Fund	\$0.00	\$0.00	\$0.00	
Special Fund	\$0.00	\$0.00	\$0.00	
Global Commitment <small>(non-subrecipient funds)</small>	\$0.00	\$0.00	\$0.00	
Other State Funds	\$0.00	\$0.00	\$0.00	
FEDERAL FUNDS				Required Federal

<i>(includes subrecipient Global Commitment funds)</i>					Award Information		
³¹ CFDA #	³² Program Title	³³ Awarded Previously	³⁴ Award This Action	³⁵ Cumulative Award	³⁶ FAIN	³⁷ Federal Award Date	³⁸ Total Federal Award
		\$0.00	\$	\$			\$
³⁹ Federal Awarding Agency:			⁴⁰ Federal Award Project Descr:				
		\$0.00	\$0.00	\$0.00			\$0.00
Federal Awarding Agency:			Federal Award Project Descr:				
		\$0.00	\$0.00	\$0.00			\$0.00
Federal Awarding Agency:			Federal Award Project Descr:				
		\$0.00	\$0.00	\$0.00			\$0.00
Federal Awarding Agency:			Federal Award Project Descr:				
		\$0.00	\$0.00	\$0.00			\$0.00
Total Awarded - All Funds		\$0.00	\$0	\$0			
section Iv - CONTACT INFORMATION							
<u>STATE GRANTING AGENCY</u>				<u>GRANTEE</u>			
NAME:				NAME:			
TITLE:				TITLE:			
PHONE:				PHONE:			
EMAIL:				EMAIL:			

PART 2 - GRANT AGREEMENT

1. Parties: This is a Grant Agreement for services between the State of Vermont, Agency of Human Services, Department of Health, Division of Maternal and Child Health (hereinafter called "State"), and (Insert grantee name). with principal place of business in (Insert grantee town) (hereinafter called "Subrecipient"). It is the Subrecipient's responsibility to contact the Vermont Department of Taxes to determine if, by law, the Subrecipient is required to have a Vermont Department of Taxes Business Account Number.
2. Subject Matter: The subject matter of this Grant Agreement is XXX. Detailed services to be provided by the Subrecipient are described in Attachment A.
3. Award Details: Amounts, dates and other award details are as shown in the attached Grant Agreement Part 1 – Grant Award Detail. A detailed scope of work covered by this award is described in Attachment A.
4. Amendment: No changes, modifications, or amendments in the terms and conditions of this Grant shall be effective unless reduced to writing, numbered, and signed by the duly authorized representative of the State and Subrecipient.
5. Cancellation: This Grant Agreement may be suspended or cancelled by either party by giving written notice at least 30 days in advance.
6. Attachments: This Grant consists of (#) pages including the following attachments which are incorporated herein:

Grant Agreement – Part 1 – Grant Award Detail Sheet

Grant Agreement – Part 2 – Grant Agreement

Attachment A - Specifications of Work to be Performed

Attachment B - Payment Provisions

Attachment C - Standard State Provisions for Contracts and Grants

Attachment D - Modifications of Customary Provisions

Attachment E - Business Associate Agreement (Not Applicable)

Attachment F - AHS Customary Contract/Grant Provisions

The order of precedence of these documents shall be as follows:

Grant Agreement – Part 1

Grant Agreement - Part 2

Attachment D - Modifications of Customary Provisions

Attachment C – Standard State Provisions for Contracts and Grants

Attachment A - Specifications of Work to be Performed

Attachment B - Payment Provisions

Attachment E - Business Associate Agreement (Not Applicable)

Attachment F - AHS Customary Contract/Grant Provisions

WE, THE UNDERSIGNED PARTIES, AGREE TO BE BOUND BY THIS GRANT.

STATE OF VERMONT

GRANTEE

By:

By:

Mark Levine, MD

Commissioner

Vermont Department of Health

Date: _____

Date: _____

Address:

ATTACHMENT B
PAYMENT PROVISIONS

1. The maximum dollar amount payable under this agreement is not intended as any form of a guaranteed amount. Payment is contingent upon approval by the State and will be made to the Grantee after approval of an invoice and any reporting requirements listed in Attachment A: Scope of Work. The State may withhold payment in whole or in part in the event of the Grantee’s failure to comply with the terms of this agreement.

2. Total expenditures for this grant will not exceed _____.

The Subrecipient will be paid for products or services specified in Attachment A, or services actually performed, up to the maximum allowable amount specified in this agreement. The payment schedule for delivered products, or rates for services performed, and any additional reimbursements, are included in this attachment.

3. All invoices must be submitted with monthly expenditure totals for the performance period being billed.

4. A final report on program activities and a final expense and revenue report for this agreement will be due no later than _____ days after the end date of the Grant.

5. Invoices and required financial and grant progress reports should be submitted on or before the following due dates:

Period Covered:	Amount:	Date Due:	Required Deliverables:
	Reimbursement based on actual expenditures for this grant.		
	Reimbursement based on actual expenditures for this grant.		
	Reimbursement based on actual expenditures for this grant.		
	Reimbursement based on actual expenditures for this grant.		

6. The subrecipient may request payment under this agreement by submitting an error-free invoice and reporting requirements described above and in Attachment A. Invoices must be signed and dated by the Grantee, and include the following:

- Grantee’s name
- Grantee’s mailing address (that matches W-9 on file)
- Grant number
- Invoice date
- Invoice period
- Description of activities performed
- Amount due per actual expense
- Required deliverables and reporting materials
- Invoices, receipts and supporting documentation related to a request for reimbursement

Electronic submission of invoices is preferred at Email:

Or allowable via USPS mail to: Name:

Vermont Department of Health

108 Cherry Street
P.O. Box 70
Burlington, VT 05402-0070

7. The Grantee accepts responsibility for any federal disallowance which results from Grantee's failure to abide by the terms of this agreement or from failure to properly document or account for expenditures. The Grantee also agrees to return to the VDH any funds that are deferred and/or ultimately disallowed.

8. VDH/MCH will consider poor performance or non-performance when awarding future grants.

APPENDIX 8.2

ATTACHMENT C: STANDARD STATE PROVISIONS FOR CONTRACTS AND GRANTS

REVISED DECEMBER 15, 2017

1. Definitions: For purposes of this Attachment, "Party" shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement. "Agreement" shall mean the specific contract or grant to which this form is attached.

2. Entire Agreement: This Agreement, whether in the form of a contract, State-funded grant, or Federally- funded grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.

3. Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial: This Agreement will be governed by the laws of the State of Vermont. Any action or proceeding brought by either the State or the Party in connection with this Agreement shall be brought and enforced in the Superior Court of the State of Vermont, Civil Division, Washington Unit. The Party irrevocably submits to the jurisdiction of this court for any action or proceeding regarding this Agreement. The Party agrees that it must first exhaust any applicable administrative remedies with respect to any cause of action that it may have against the State with regard to its performance under this Agreement. Party agrees that the State shall not be required to submit to binding arbitration or waive its right to a jury trial.

4. Sovereign Immunity: The State reserves all immunities, defenses, rights or actions arising out of the State's sovereign status or under the Eleventh Amendment to the United States Constitution. No waiver of the State's immunities, defenses, rights or actions shall be implied or otherwise deemed to exist by reason of the State's entry into this Agreement.

5. No Employee Benefits For Party: The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the State withhold any state or Federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.

6. Independence: The Party will act in an independent capacity and not as officers or employees of the State.

7. Defense and Indemnity: The Party shall defend the State and its officers and employees against all third party claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party in connection with the performance of this Agreement. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The State retains the right to participate at its own expense in the defense of any claim. The State shall have the right to approve all proposed settlements of such claims or suits.

After a final judgment or settlement, the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party in connection with the performance of this Agreement.

The Party shall indemnify the State and its officers and employees if the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party or an agent of the Party in connection with the performance of this Agreement.

Notwithstanding any contrary language anywhere, in no event shall the terms of this Agreement or any document furnished by the Party in connection with its performance under this Agreement obligate the State to (1) defend or indemnify the Party or any third party, or (2) otherwise be liable for the expenses or reimbursement, including attorneys' fees, collection costs or other costs of the Party or any third party.

8. Insurance: Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the State through the term of this Agreement. No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

Workers Compensation: With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont. Vermont will accept an out-of-state employer's workers' compensation coverage while operating in Vermont provided that the insurance carrier is licensed to write insurance in Vermont and an amendatory endorsement is added to the policy adding Vermont for coverage purposes. Otherwise, the party shall secure a Vermont workers' compensation policy, if necessary to comply with Vermont law.

General Liability and Property Damage: With respect to all operations performed under this Agreement, the Party shall carry general liability insurance having all major divisions of coverage including, but not limited to:

- Premises - Operations
- Products and Completed Operations
- Personal Injury Liability
- Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

- \$1,000,000 Each Occurrence
- \$2,000,000 General Aggregate
- \$1,000,000 Products/Completed Operations Aggregate
- \$1,000,000 Personal & Advertising Injury

Automotive Liability: The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than \$500,000 combined single limit. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, limits of coverage shall not be less than \$1,000,000 combined single limit.

Additional Insured. The General Liability and Property Damage coverages required for performance of this Agreement shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, then the required Automotive Liability coverage shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Notice of Cancellation or Change. There shall be no cancellation, change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written prior written notice to the State.

9. Reliance by the State on Representations: All payments by the State under this Agreement will be made in reliance upon the accuracy of all representations made by the Party in accordance with this Agreement, including but not limited to bills, invoices, progress reports and other proofs of work.

10. False Claims Act: The Party acknowledges that it is subject to the Vermont False Claims Act as set forth in 32 V.S.A. § 630 *et seq.* If the Party violates the Vermont False Claims Act it shall be liable to the State for civil penalties, treble damages and the costs of the investigation and prosecution of such violation, including attorney's fees, except as the same may be reduced by a court of competent jurisdiction. The Party's liability to the State under the False Claims Act shall not be limited notwithstanding any agreement of the State to otherwise limit Party's liability.

11. Whistleblower Protections: The Party shall not discriminate or retaliate against one of its employees or agents for disclosing information concerning a violation of law, fraud, waste, abuse of authority or acts threatening health or safety, including but not limited to allegations concerning the False Claims Act. Further, the Party shall not require such employees or agents to forego monetary awards as a result of such disclosures, nor should they be required to report misconduct to the Party or its agents prior to reporting to any governmental entity and/or the public.

12. Location of State Data: No State data received, obtained, or generated by the Party in connection with performance under this Agreement shall be processed, transmitted, stored, or transferred by any means outside the continental United States, except with the express written permission of the State.

13. Records Available for Audit: The Party shall maintain all records pertaining to performance under this agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or acquired by the Party in the performance of this agreement. Records produced or acquired in a machine readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of the Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

14. Fair Employment Practices and Americans with Disabilities Act: Party agrees to comply with the requirement of 21 V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement.

15. Set Off: The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.

16. Taxes Due to the State:

- A.** Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
- B.** Party certifies under the pains and penalties of perjury that, as of the date this Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.
- C.** Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
- D.** Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by

law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.

17. Taxation of Purchases: All State purchases must be invoiced tax free. An exemption certificate will be furnished upon request with respect to otherwise taxable items.

18. Child Support: (Only applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date this Agreement is signed, he/she:

- A. is not under any obligation to pay child support; or
- B. is under such an obligation and is in good standing with respect to that obligation; or
- C. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

19. Sub-Agreements: Party shall not assign, subcontract or subgrant the performance of this Agreement or any portion thereof to any other Party without the prior written approval of the State. Party shall be responsible and liable to the State for all acts or omissions of subcontractors and any other person performing work under this Agreement pursuant to an agreement with Party or any subcontractor.

In the case this Agreement is a contract with a total cost in excess of \$250,000, the Party shall provide to the State a list of all proposed subcontractors and subcontractors' subcontractors, together with the identity of those subcontractors' workers compensation insurance providers, and additional required or requested information, as applicable, in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54).

Party shall include the following provisions of this Attachment C in all subcontracts for work performed solely for the State of Vermont and subcontracts for work performed in the State of Vermont: Section 10 ("False Claims Act"); Section 11 ("Whistleblower Protections"); Section 12 ("Location of State Data"); Section 14 ("Fair Employment Practices and Americans with Disabilities Act"); Section 16 ("Taxes Due the State"); Section 18 ("Child Support"); Section 20 ("No Gifts or Gratuities"); Section 22 ("Certification Regarding Debarment"); Section 30 ("State Facilities"); and Section 32.A ("Certification Regarding Use of State Funds").

20. No Gifts or Gratuities: Party shall not give title or possession of anything of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Agreement.

21. Copies: Party shall use reasonable best efforts to ensure that all written reports prepared under this Agreement are printed using both sides of the paper.

22. Certification Regarding Debarment: Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in Federal programs, or programs supported in whole or in part by Federal funds.

Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the State's debarment list at: <http://bgs.vermont.gov/purchasing/debarment>

23. Conflict of Interest: Party shall fully disclose, in writing, any conflicts of interest or potential conflicts of interest.

24. Confidentiality: Party acknowledges and agrees that this Agreement and any and all information obtained by the State from the Party in connection with this Agreement are subject to the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq.

25. Force Majeure: Neither the State nor the Party shall be liable to the other for any failure or delay of performance of any obligations under this Agreement to the extent such failure or delay shall have been wholly or principally caused by acts or events beyond its reasonable control rendering performance illegal or impossible (excluding strikes or lock-outs) (“Force Majeure”). Where Force Majeure is asserted, the nonperforming party must prove that it made all reasonable efforts to remove, eliminate or minimize such cause of delay or damages, diligently pursued performance of its obligations under this Agreement, substantially fulfilled all non-excused obligations, and timely notified the other party of the likelihood or actual occurrence of an event described in this paragraph.

26. Marketing: Party shall not refer to the State in any publicity materials, information pamphlets, press releases, research reports, advertising, sales promotions, trade shows, or marketing materials or similar communications to third parties except with the prior written consent of the State.

27. Termination:

A. Non-Appropriation: If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by Federal funds, and in the event Federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.

B. Termination for Cause: Either party may terminate this Agreement if a party materially breaches its obligations under this Agreement, and such breach is not cured within thirty (30) days after delivery of the non-breaching party’s notice or such longer time as the non-breaching party may specify in the notice.

C. Termination Assistance: Upon nearing the end of the final term or termination of this Agreement, without respect to cause, the Party shall take all reasonable and prudent measures to facilitate any transition required by the State. All State property, tangible and intangible, shall be returned to the State upon demand at no additional cost to the State in a format acceptable to the State.

28. Continuity of Performance: In the event of a dispute between the Party and the State, each party will continue to perform its obligations under this Agreement during the resolution of the dispute until this Agreement is terminated in accordance with its terms.

29. No Implied Waiver of Remedies: Either party’s delay or failure to exercise any right, power or remedy under this Agreement shall not impair any such right, power or remedy, or be construed as a waiver of any such right, power or remedy. All waivers must be in writing.

30. State Facilities: If the State makes space available to the Party in any State facility during the term of this Agreement for purposes of the Party’s performance under this Agreement, the Party shall only use the space in accordance with all policies and procedures governing access to and use of State facilities which shall be made available upon request. State facilities will be made available to Party on an “AS IS, WHERE IS” basis, with no warranties whatsoever.

31. Requirements Pertaining Only to Federal Grants and Subrecipient Agreements: If this Agreement is a grant that is funded in whole or in part by Federal funds:

A. Requirement to Have a Single Audit: The Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient

will submit a copy of the audit report to the granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required.

For fiscal years ending before December 25, 2015, a Single Audit is required if the subrecipient expends \$500,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with OMB Circular A-133. For fiscal years ending on or after December 25, 2015, a Single Audit is required if the subrecipient expends \$750,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.

- B. Internal Controls:** In accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in “Standards for Internal Control in the Federal Government” issued by the Comptroller General of the United States and the “Internal Control Integrated Framework”, issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
- C. Mandatory Disclosures:** In accordance with 2 CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the State, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.

32. Requirements Pertaining Only to State-Funded Grants:

- A. Certification Regarding Use of State Funds:** If Party is an employer and this Agreement is a State-funded grant in excess of \$1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party’s employee’s rights with respect to unionization.
- B. Good Standing Certification (Act 154 of 2016):** If this Agreement is a State-funded grant, Party hereby represents: (i) that it has signed and provided to the State the form prescribed by the Secretary of Administration for purposes of certifying that it is in good standing (as provided in Section 13(a)(2) of Act 154) with the Agency of Natural Resources and the Agency of Agriculture, Food and Markets, or otherwise explaining the circumstances surrounding the inability to so certify, and (ii) that it will comply with the requirements stated therein.

(End of Standard Provisions)

**APPENDIX 8.3
ATTACHMENT F**

AGENCY OF HUMAN SERVICES' CUSTOMARY CONTRACT/GRANT PROVISIONS

1. **Definitions:** For purposes of this Attachment F, the term "Agreement" shall mean the form of the contract or grant, with all of its parts, into which this Attachment F is incorporated. The meaning of the term "Party" when used in this Attachment F shall mean any named party to this Agreement *other than* the State of Vermont, the Agency of Human Services (AHS) and any of the departments, boards, offices and business units named in this Agreement. As such, the term "Party" shall mean, when used in this Attachment F, the Contractor or Grantee with whom the State of Vermont is executing this Agreement. If Party, when permitted to do so under this Agreement, seeks by way of any subcontract, sub-grant or other form of provider agreement to employ any other person or entity to perform any of the obligations of Party under this Agreement, Party shall be obligated to ensure that all terms of this Attachment F are followed. As such, the term "Party" as used herein shall also be construed as applicable to, and describing the obligations of, any subcontractor, sub-recipient or sub-grantee of this Agreement. Any such use or construction of the term "Party" shall not, however, give any subcontractor, sub-recipient or sub-grantee any substantive right in this Agreement without an express written agreement to that effect by the State of Vermont.
2. **Agency of Human Services:** The Agency of Human Services is responsible for overseeing all contracts and grants entered by any of its departments, boards, offices and business units, however denominated. The Agency of Human Services, through the business office of the Office of the Secretary, and through its Field Services Directors, will share with any named AHS-associated party to this Agreement oversight, monitoring and enforcement responsibilities. Party agrees to cooperate with both the named AHS-associated party to this contract and with the Agency of Human Services itself with respect to the resolution of any issues relating to the performance and interpretation of this Agreement, payment matters and legal compliance.
3. **Medicaid Program Parties** (*applicable to any Party providing services and supports paid for under Vermont's Medicaid program and Vermont's Global Commitment to Health Waiver*):

Inspection and Retention of Records: In addition to any other requirement under this Agreement or at law, Party must fulfill all state and federal legal requirements, and will comply with all requests appropriate to enable the Agency of Human Services, the U.S. Department of Health and Human Services (along with its Inspector General and the Centers for Medicare and Medicaid Services), the Comptroller General, the Government Accounting Office, or any of their designees: (i) to evaluate through inspection or other means the quality, appropriateness, and timeliness of services performed under this Agreement; and (ii) to inspect and audit any records, financial data, contracts, computer or other electronic systems of Party relating to the performance of services under Vermont's Medicaid program and Vermont's Global Commitment to Health Waiver. Party will retain for ten years all documents required to be retained pursuant to 42 CFR 438.3(u).

Subcontracting for Medicaid Services: Notwithstanding any permitted subcontracting of services to be performed under this Agreement, Party shall remain responsible for ensuring that this Agreement is fully performed according to its terms, that subcontractor remains in compliance with the terms hereof, and that subcontractor complies with all state and federal laws and regulations relating to the Medicaid program in Vermont. Subcontracts, and any service provider agreements entered into by Party in connection with the performance of this Agreement, must clearly specify in writing the responsibilities of the subcontractor or other service provider and Party must retain the authority to revoke its subcontract or service provider agreement or to impose other sanctions if the performance of the subcontractor or service provider is inadequate or if its performance deviates from any requirement of this Agreement. Party shall make available on request all contracts, subcontracts and service provider agreements between the Party, subcontractors and other service providers to the Agency of Human Services and any of its departments as well as to the Center for Medicare and Medicaid Services.

Medicaid Notification of Termination Requirements: Party shall follow the Department of Vermont Health Access Managed-Care-Organization enrollee-notification requirements, to include the requirement that Party provide timely notice of any termination of its practice.

Encounter Data: Party shall provide encounter data to the Agency of Human Services and/or its departments and ensure further that the data and services provided can be linked to and supported by enrollee eligibility files maintained by the State.

Federal Medicaid System Security Requirements Compliance: Party shall provide a security plan, risk assessment, and security controls review document within three months of the start date of this Agreement (and update it annually thereafter) in order to support audit compliance with 45 CFR 95.621 subpart F, *ADP System Security Requirements and Review Process*.

4. **Workplace Violence Prevention and Crisis Response** (*applicable to any Party and any subcontractors and sub-grantees whose employees or other service providers deliver social or mental health services directly to individual recipients of such services*):

Party shall establish a written workplace violence prevention and crisis response policy meeting the requirements of Act 109 (2016), 33 VSA §8201(b), for the benefit of employees delivering direct social or mental health services. Party shall, in preparing its policy, consult with the guidelines promulgated by the U.S. Occupational Safety and Health Administration for *Preventing Workplace Violence for Healthcare and Social Services Workers*, as those guidelines may from time to time be amended.

Party, through its violence protection and crisis response committee, shall evaluate the efficacy of its policy, and update the policy as appropriate, at least annually. The policy and any written evaluations thereof shall be provided to employees delivering direct social or mental health services.

Party will ensure that any subcontractor and sub-grantee who hires employees (or contracts with service providers) who deliver social or mental health services directly to individual recipients of such services, complies with all requirements of this Section.

5. **Non-Discrimination:**

Party shall not discriminate, and will prohibit its employees, agents, subcontractors, sub-grantees and other service providers from discrimination, on the basis of age under the Age Discrimination Act of 1975, on the basis of handicap under section 504 of the Rehabilitation Act of 1973, on the basis of sex under Title IX of the Education Amendments of 1972, and on the basis of race, color or national origin under Title VI of the Civil Rights Act of 1964. Party shall not refuse, withhold from or deny to any person the benefit of services, facilities, goods, privileges, advantages, or benefits of public accommodation on the basis of disability, race, creed, color, national origin, marital status, sex, sexual orientation or gender identity as provided by Title 9 V.S.A. Chapter 139.

No person shall on the grounds of religion or on the grounds of sex (including, on the grounds that a woman is pregnant), be excluded from participation in, be denied the benefits of, or be subjected to discrimination, to include sexual harassment, under any program or activity supported by State of Vermont and/or federal funds.

Party further shall comply with the non-discrimination requirements of Title VI of the Civil Rights Act of 1964, 42 USC Section 2000d, et seq., and with the federal guidelines promulgated pursuant to Executive Order 13166 of 2000, requiring that contractors and subcontractors receiving federal funds assure that persons with limited English proficiency can meaningfully access services. To the extent Party provides assistance to individuals with limited English proficiency through the use of oral or written translation or interpretive services, such individuals cannot be required

to pay for such services.

6. Employees and Independent Contractors

Party agrees that it shall comply with the laws of the State of Vermont with respect to the appropriate classification of its workers and service providers as “employees” and “independent contractors” for all purposes, to include for purposes related to unemployment compensation insurance and workers compensation coverage, and proper payment and reporting of wages. Party agrees to ensure that all of its subcontractors or sub-grantees also remain in legal compliance as to the appropriate classification of “workers” and “independent contractors” relating to unemployment compensation insurance and workers compensation coverage, and proper payment and reporting of wages. Party will on request provide to the Agency of Human Services information pertaining to the classification of its employees to include the basis for the classification. Failure to comply with these obligations may result in termination of this Agreement.

7. Data Protection and Privacy:

Protected Health Information: Party shall maintain the privacy and security of all individually identifiable health information acquired by or provided to it as a part of the performance of this Agreement. Party shall follow federal and state law relating to privacy and security of individually identifiable health information as applicable, including the Health Insurance Portability and Accountability Act (HIPAA) and its federal regulations.

Substance Abuse Treatment Information: Substance abuse treatment information shall be maintained in compliance with 42 C.F.R. Part 2 if the Party or subcontractor(s) are Part 2 covered programs, or if substance abuse treatment information is received from a Part 2 covered program by the Party or subcontractor(s).

Protection of Personal Information: Party agrees to comply with all applicable state and federal statutes to assure protection and security of personal information, or of any personally identifiable information (PII), including the Security Breach Notice Act, 9 V.S.A. § 2435, the Social Security Number Protection Act, 9 V.S.A. § 2440, the Document Safe Destruction Act, 9 V.S.A. § 2445 and 45 CFR 155.260. As used here, PII shall include any information, in any medium, including electronic, which can be used to distinguish or trace an individual’s identity, such as his/her name, social security number, biometric records, etc., either alone or when combined with any other personal or identifiable information that is linked or linkable to a specific person, such as date and place or birth, mother’s maiden name, etc.

Other Confidential Consumer Information: Party agrees to comply with the requirements of AHS Rule No. 08-048 concerning access to and uses of personal information relating to any beneficiary or recipient of goods, services or other forms of support. Party further agrees to comply with any applicable Vermont State Statute and other regulations respecting the right to individual privacy. Party shall ensure that all of its employees, subcontractors and other service providers performing services under this agreement understand and preserve the sensitive, confidential and non-public nature of information to which they may have access.

Data Breaches: Party shall report to AHS, through its Chief Information Officer (CIO), any impermissible use or disclosure that compromises the security, confidentiality or privacy of any form of protected personal information identified above within 24 hours of the discovery of the breach. Party shall in addition comply with any other data breach notification requirements required under federal or state law.

8. Abuse and Neglect of Children and Vulnerable Adults:

Abuse Registry. Party agrees not to employ any individual, to use any volunteer or other service provider, or to otherwise provide reimbursement to any individual who in the performance of services connected with this agreement provides care, custody, treatment, transportation, or supervision to children or to vulnerable adults if there has been a substantiation of abuse or neglect or exploitation involving that individual. Party is responsible for confirming as to

each individual having such contact with children or vulnerable adults the non-existence of a substantiated allegation of abuse, neglect or exploitation by verifying that fact through (a) as to vulnerable adults, the Adult Abuse Registry maintained by the Department of Disabilities, Aging and Independent Living and (b) as to children, the Central Child Protection Registry (unless the Party holds a valid child care license or registration from the Division of Child Development, Department for Children and Families). See 33 V.S.A. §4919(a)(3) and 33 V.S.A. §6911(c)(3).

Reporting of Abuse, Neglect, or Exploitation. Consistent with provisions of 33 V.S.A. §4913(a) and

§6903, Party and any of its agents or employees who, in the performance of services connected with this agreement, (a) is a caregiver or has any other contact with clients and (b) has reasonable cause to believe that a child or vulnerable adult has been abused or neglected as defined in Chapter 49 or abused, neglected, or exploited as defined in Chapter 69 of Title 33 V.S.A. shall: as to children, make a report containing the information required by 33 V.S.A. §4914 to the Commissioner of the Department for Children and Families within 24 hours; or, as to a vulnerable adult, make a report containing the information required by 33 V.S.A.

§6904 to the Division of Licensing and Protection at the Department of Disabilities, Aging, and Independent Living within 48 hours. Party will ensure that its agents or employees receive training on the reporting of abuse or neglect to children and abuse, neglect or exploitation of vulnerable adults.

9. **Information Technology Systems:**

Computing and Communication: Party shall select, in consultation with the Agency of Human Services' Information Technology unit, one of the approved methods for secure access to the State's systems and data, if required. Approved methods are based on the type of work performed by the Party as part of this agreement. Options include, but are not limited to:

1. Party's provision of certified computing equipment, peripherals and mobile devices, on a separate Party's network with separate internet access. The Agency of Human Services' accounts may or may not be provided.
2. State supplied and managed equipment and accounts to access state applications and data, including State issued active directory accounts and application specific accounts, which follow the National Institutes of Standards and Technology (NIST) security and the Health Insurance Portability & Accountability Act (HIPAA) standards.

Intellectual Property/Work Product Ownership: All data, technical information, materials first gathered, originated, developed, prepared, or obtained as a condition of this agreement and used in the performance of this agreement -- including, but not limited to all reports, surveys, plans, charts, literature, brochures, mailings, recordings (video or audio), pictures, drawings, analyses, graphic representations, software computer programs and accompanying documentation and printouts, notes and memoranda, written procedures and documents, which are prepared for or obtained specifically for this agreement, or are a result of the services required under this grant -- shall be considered "work for hire" and remain the property of the State of Vermont, regardless of the state of completion unless otherwise specified in this agreement. Such items shall be delivered to the State of Vermont upon 30-days notice by the State. With respect to software computer programs and / or source codes first developed for the State, all the work shall be considered "work for hire," i.e., the State, not the Party (or subcontractor or sub-grantee), shall have full and complete ownership of all software computer programs, documentation and/or source codes developed.

Party shall not sell or copyright a work product or item produced under this agreement without explicit permission from the State of Vermont.

If Party is operating a system or application on behalf of the State of Vermont, Party shall not make information entered into the system or application available for uses by any other party than the State of Vermont, without prior authorization by the State. Nothing herein shall entitle the State to pre-existing Party's materials.

Party acknowledges and agrees that should this agreement be in support of the State's implementation of the Patient Protection and Affordable Care Act of 2010, Party is subject to the certain property rights provisions of the Code of Federal Regulations and a Grant from the Department of Health and Human Services, Centers for Medicare & Medicaid Services. Such agreement will be subject to, and incorporates here by reference, 45 CFR 74.36, 45 CFR 92.34 and 45 CFR 95.617 governing rights to intangible property.

Security and Data Transfers: Party shall comply with all applicable State and Agency of Human Services' policies and standards, especially those related to privacy and security. The State will advise the Party of any new policies, procedures, or protocols developed during the term of this agreement as they are issued and will work with the Party to implement any required.

Party will ensure the physical and data security associated with computer equipment, including desktops, notebooks, and other portable devices, used in connection with this Agreement. Party will also assure that any media or mechanism used to store or transfer data to or from the State includes industry standard security mechanisms such as continually up-to-date malware protection and encryption. Party will make every reasonable effort to ensure media or data files transferred to the State are virus and spyware free. At the conclusion of this agreement and after successful delivery of the data to the State, Party shall securely delete data (including archival backups) from Party's equipment that contains individually identifiable records, in accordance with standards adopted by the Agency of Human Services.

Party, in the event of a data breach, shall comply with the terms of Section 7 above.

10. **Other Provisions:**

Environmental Tobacco Smoke. Public Law 103-227 (also known as the Pro-Children Act of 1994) and Vermont's Act 135 (2014) (An act relating to smoking in lodging establishments, hospitals, and child care facilities, and on State lands) restrict the use of tobacco products in certain settings. Party shall ensure that no person is permitted: (i) to use tobacco products or tobacco substitutes as defined in 7 V.S.A. § 1001 on the premises, both indoor and outdoor, of any licensed child care center or afterschool program at any time;

(ii) to use tobacco products or tobacco substitutes on the premises, both indoor and in any outdoor area designated for child care, health or day care services, kindergarten, pre-kindergarten, elementary, or secondary education or library services; and (iii) to use tobacco products or tobacco substitutes on the premises of a licensed or registered family child care home while children are present and in care. Party will refrain from promoting the use of tobacco products for all clients and from making tobacco products available to minors.

Failure to comply with the provisions of the federal law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. The federal Pro-Children Act of 1994, however, does not apply to portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where Women, Infants, & Children (WIC) coupons are redeemed.

2-1-1 Database: If Party provides health or human services within Vermont, or if Party provides such services near the Vermont border readily accessible to residents of Vermont, Party shall adhere to the "Inclusion/Exclusion" policy of Vermont's United Way/Vermont 211 (Vermont 211), and will provide to Vermont 211 relevant descriptive information regarding its agency, programs and/or contact information as well as accurate and up to date information to its database as requested. The "Inclusion/Exclusion" policy can be found at www.vermont211.org.

Voter Registration: When designated by the Secretary of State, Party agrees to become a voter registration agency as defined by 17 V.S.A. §2103 (41), and to comply with the requirements of state and federal law pertaining to such agencies.

Drug Free Workplace Act: Party will assure a drug-free workplace in accordance with 45 CFR Part 76.

Lobbying: No federal funds under this agreement may be used to influence or attempt to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendments other than federal appropriated funds.

AHS ATT. F 5/16/2018

APPENDIX 8.4

Eligible Vermont-Based LEAs

- Addison Central School District
- Addison Northwest School District
- Barre Unified Union School District
- Bennington-Rutland Supervisory Union
- Burlington School District
- Caledonia Central Supervisory Union
- Central Vermont Supervisory Union
- Champlain Valley School District
- Colchester School District
- Essex North Supervisory Union
- Essex Westford School District
- Franklin Northeast Supervisory Union
- Franklin West Supervisory Union
- Grand Isle Supervisory Union
- Greater Rutland County Supervisory Union
- Hartford School District
- Harwood Unified Union School District
- Kingdom East School District
- Lamoille North Supervisory Union
- Lamoille South Unified Union School District
- Maple Run Unified School District
- Mill River Unified Union School District
- Milton Town School District
- Missisquoi Valley School District
- Montpelier Roxbury School District
- Mount Abraham Unified School District
- Mount Mansfield Unified Union School District
- North Country Supervisory Union
- Orange East Supervisory Union
- Orange Southwest Unified Union School District
- Orleans Central Supervisory Union
- Orleans Southwest Supervisory Union
- Rivendell Interstate School District
- Rutland City School District
- Rutland Northeast Supervisory Union
- School Administrative Unit #70
- Slate Valley Unified Union School District
- South Burlington School District
- Southwest Vermont Supervisory Union
- Springfield School District
- St. Johnsbury School District
- Two Rivers Supervisory Union
- Washington Central Unified Union School District
- White River Valley Supervisory Union
- Windham Central Supervisory Union
- Windham Northeast Supervisory Union
- Windham Southeast Supervisory Union
- Windham Southwest Supervisory Union
- Windsor Central Supervisory Union
- Windsor Southeast Supervisory Union
- Winooski School District

APPENDIX 8.5

Ideas for Grant Investments

The following are example ideas of how LEAs may use funds to support school nurse leadership, workforce development, and skill building. LEAs may also use funds in other innovative ways to support their vision for school nurse leadership and achieving goals as outlined in their narrative response in Section 6.3. Examples of how to use funds includes, but is not limited to, the following:

- Costs for implementing the Health Department's Essential School Health Services Framework
- Paying for Vermont State School Nurses' Association and National Association of School Nurse membership for school nurses in the LEA
- Paying for costs associated with School Nurse Leadership Trainings offered by the State or through other opportunities. Including, but not limited to, registration fee, cost of substitute school nurses, and stipends to school nurses for attending the training.
- Costs of retreats, webinars, or conferences for school nurse leadership
- The purchase or license maintenance for an Electronic Health Record (EHR) and the training associated with implementing an EHR or additional EHR modules, as well as the creation of specialized templates within the EHR that assist in data collection imperative to school nursing leadership
- The hiring of school nurses or school health support staff within the LEA
- Increasing the FTE of a school nurse, such as by increasing number of days school nurse is present in school
- Sign on bonuses for newly hired school nurses or school nurse leaders
- Stipends for school nurses' participation in or organizing of LEA school nurse leadership, skill building, or workforce development activities

APPENDIX 8.6

Sample Letter from LEA Notifying School Board of Intent to Submit Proposal

The following is sample language your LEA leadership may choose to use to communicate with the School Board(s) to notify them of your intent to submit a proposal for this RFP. It can also be used to notify them that your school nurse leadership will be requesting to be added to future school board meeting agendas to ensure school health services and school nurse leadership objectives have been approved within the timeframe of the grant. Grantees will be asked to proactively write to the school board(s) again upon grant implementation to begin creating a pathway for communication on grant activities.

Dear [insert school board],

The recognition of the link between health and education has steadily increased. There is a greater understanding that a child must be healthy to learn and that school health services are in a unique position to improve child health status. High quality school health services and school nurse leadership can contribute to the health of both the school and the community. School health services requires highly skilled nurse clinicians to provide, direct, and lead services for the school community in an increasingly and rapidly changing environment.

We are excited to announce our intent to submit a proposal to the Vermont Department of Health's grant funding opportunity to implement a plan to promote and support school nurse development and a shared vision of school nurse leadership within our LEA. Our vision for school nurse leadership and workforce development includes [insert school nurse leadership vision]. We plan to use award funds to [insert short description of plan]. Up to 12 LEAs proposals will be awarded. The selected LEAs will receive \$79,000 each. The anticipated grant period will be September 1, 2022, through June 30, 2023. Our proposed primary contact for the school nurse leadership grant will be [name/title, email].

If you have any questions, please feel free to contact me. We look forward to communicating with you about our progress.

Sincerely,

[Insert name/ title]

APPENDIX 8.7

Additional Resources

- [Essential School Health Services: A School Nurse Leader System](#)
- [Vermont Department of Health Standards of Practice: School Health Services Manual](#)
- Vermont Agency of Education's [Education Quality Standards](#), page 11
- National Association of School Nurses [Framework for 21st Century School Nursing Practice](#)
- [Vermont State School Nurses Association](#)
- [National Association of School Nurses](#)
- American Association of Pediatrics- [Role of the School Nurse in Providing School Health Services](#)