



Agency of Human Services/ Department for Children and Families
133 State Street, 5th Floor | Montpelier VT 05633-8000
802-828-2211 phone | 802-828-2222 fax
<http://bgs.vermont.gov/purchasing>

SEALED BID

REQUEST FOR GRANT APPLICATIONS

Kinship Navigator Program

ISSUE DATE	July 29, 2026
QUESTIONS DUE	August 14, 2026 – 5:00 PM (EST)
PROPOSAL DUE BY	September 4, 2026 – 5:00 PM (EST)

PLEASE BE ADVISED THAT ALL NOTIFICATIONS, RELEASES, AND ADDENDUMS ASSOCIATED WITH THIS RFGA WILL BE POSTED AT:

<https://www.vermontbusinessregistry.com/>

THE STATE WILL MAKE NO ATTEMPT TO CONTACT INTERESTED PARTIES WITH UPDATED INFORMATION. IT IS THE RESPONSIBILITY OF EACH BIDDER TO PERIODICALLY CHECK THE ABOVE WEBPAGE FOR ANY AND ALL NOTIFICATIONS, RELEASES AND ADDENDUMS ASSOCIATED WITH THIS RFGA.

STATE CONTACT:	Craig Baden
E-MAIL:	AHS.DCFContractsandGrantsRFP@vermont.gov

1. OVERVIEW:

1.1. SCOPE AND BACKGROUND:

The Vermont Department for Children and Families' (DCF) mission is to foster the healthy development, safety, well-being, and self-sufficiency of Vermonters. The Department is structured around six Divisions that deliver programs and services to Vermonters; one of those Divisions is the Family Services Division ("FSD"). FSD administers a range of programs that engage families, foster and kinship caregivers, partner agencies, and the broader community to promote the safety, lawful behavior, and well-being of children and youth.

As part of its work, FSD oversees the Kinship Navigator program, which began over fifteen years ago as state and county initiatives to support formal (involved with the child welfare system) and informal (not involved with the child welfare system) kinship caregivers - grandparents, siblings, aunts, uncles, other extended family members, and close family friends—who provide care for children when their parents cannot. The program helps caregivers navigate the various systems that affect them, including child welfare, aging services, education, housing, and health care.

1.2. SINGLE POINT OF CONTACT: All communications concerning this Request for Grant Applications (RFGA) are to be addressed in writing to the State Contact listed on the front page of this RFGA. Actual or attempted contact with any other individual from the State concerning this RFGA is strictly prohibited and may result in disqualification.

1.3. QUESTION AND ANSWER PERIOD: Any bidder requiring clarification of any section of this RFGA or wishing to comment on any requirement of the RFGA must submit specific questions in writing no later than the deadline for question indicated on the first page of this RFGA. Questions may be e-mailed to the point of contact on the front page of this RFGA. Questions or comments not raised in writing on or before the last day of the question period are thereafter waived. At the close of the question period a copy of all questions or comments and the State's responses will be posted on the State's web site <https://www.vermontbusinessregistry.com/>. Every effort will be made to post this information as soon as possible after the question period ends, contingent on the number and complexity of the questions. All information provided by vendors during this process will be public and bidders shall not provide confidential information.

1.4. CHANGES TO THIS RFGA: Any modifications to this RFGA will be made in writing by the State through the issuance of an Addendum to this RFGA and posted online at <https://www.vermontbusinessregistry.com/>. Modifications from any other source are not to be considered.

2. GENERAL REQUIREMENTS:

2.1. PRICING: Bidders must price the terms of this solicitation at their best pricing. Any and all costs that Bidder wishes the State to consider must be submitted for consideration. If applicable, all equipment pricing is to include F.O.B. delivery to the ordering facility. No request for extra delivery cost will be honored. All

equipment shall be delivered assembled, serviced, and ready for immediate use, unless otherwise requested by the State.

2.1.1. Prices and/or rates shall remain firm for the initial term of the grant. The pricing policy submitted by Bidder must (i) be clearly structured, accountable, and auditable and (ii) cover the full spectrum of materials and/or services required.

2.2. STATEMENT OF RIGHTS: The State shall have the authority to evaluate Responses and select the Bidder(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 RFGA. The State of Vermont reserves the right to obtain clarification or additional information necessary to properly evaluate a proposal. Failure of bidder to respond to a request for additional information or clarification could result in rejection of that bidder's proposal. To secure a project that is deemed to be in the best interest of the State, the State reserves the right to accept or reject any and all bids, in whole or in part, with or without cause, and to waive technicalities in submissions. The State also reserves the right to make purchases outside of the awarded contracts where it is deemed in the best interest of the State.

2.2.1. Best and Final Offer (BAFO). At any time after submission of Responses and prior to the final selection of Bidder(s) for Contract negotiation or execution, the State may invite Bidder(s) to provide a BAFO. The state reserves the right to request BAFOs from only those Bidders that meet the minimum qualification requirements and/or have not been eliminated from consideration during the evaluation process.

2.3. CONFLICTS OF INTEREST:

2.3.1. Organizational Conflict of Interest (OCOI): An OCOI arises when a bidder as a business entity has interests (for example, customers, partners, contracts) that could undermine, or reasonably be perceived to undermine, its faithful and unbiased performance of a contract with the State that may result from this solicitation.

2.3.2. Personal Conflict of Interest (PCOI): A PCOI arises when an interest held by an individual, agent or employee of a bidder could undermine, or reasonably be perceived to undermine, its faithful and unbiased performance of a contract with the State that may result from this solicitation.

2.3.3. Requirements: The State does not seek to enter an agreement with any individual or business entity having a conflict of interest which cannot be mitigated to the State's satisfaction. To ensure the State's awareness of actual, potential, or reasonably perceived PCOIs and OCOIs, bidders shall:

- a) Prior to submitting a proposal, conduct an internal review of its current affiliations and activities and identify actual, potential, or

reasonably perceived PCOIs or OCOIs relative to a contract with the State that may result from this solicitation.

- b) Disclose in your proposal any actual or potential PCOI or OCOI or the existence of any facts that may cause a reasonably prudent person to perceive a PCOI or OCOI with respect to a contract with the State that may result from this solicitation. Disclose, also, any actions proposed to mitigate the PCOI or OCOI.

2.3.4. The State shall have sole discretion to determine whether a PCOI or OCOI can be mitigated to the State's satisfaction and may discuss the conflict with the bidder if and to the extent the State deems discussion necessary to its determination. The State reserves the right to (a) reject from further consideration any proposal having a PCOI or OCOI that cannot be mitigated to the State's full satisfaction and (b) terminate a contract upon discovery that a grantee failed to disclose facts pertaining to a PCOI or OCOI in its proposal, or otherwise misrepresented relevant information to the State.

2.4. WORKER CLASSIFICATION COMPLIANCE REQUIREMENTS: In accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54), Bidders must comply with the following provisions and requirements.

2.4.1. Self Reporting: For bid amounts exceeding \$250,000.00, Bidder shall complete the appropriate section in the attached Certificate of Compliance for purposes of self-reporting information relating to past violations, convictions, suspensions, and any other information related to past performance relative to coding and classification of workers. The State is requiring information on any violations that occurred in the previous 12 months.

2.5. METHOD OF AWARD: Awards will be made in the best interest of the State. The State may award one or more contracts and reserves the right to make additional awards to other compliant bidders at any time if such award is deemed to be in the best interest of the State. All other considerations being equal, preference will be given first to resident bidders of the state and/or to products raised or manufactured in the state, and then to bidders who have practices that promote clean energy and address climate change, as identified in the applicable Certificate of Compliance.

2.5.1. Evaluation Criteria: Consideration shall be given to the Bidder's project approach and methodology, qualifications and experience, ability to provide the services within the defined timeline, cost, and/or success in completing similar projects, as applicable, and to the extent specified below.

2.5.2 CRITERIA FOR SCORING

Evaluation Category	Description	Points
1. Organizational Experience and Qualifications	Demonstrated experience providing kinship navigation, family support, child welfare, caregiver support, or related human services programs. Experience serving both formal and informal kinship caregivers and managing statewide or multi-region programs.	20
2. Program Implementation Approach	Quality and feasibility of the proposed plan to implement the Washington State Kinship Navigation Model with fidelity, including statewide coordination, staffing structure, subgrant management (if applicable), and project oversight.	20
3. Service Delivery and Program Design	Strength of proposed strategies for intake, engagement, referral coordination, caregiver support, outreach, peer support, and cross-system navigation services. Ability to ensure equitable access statewide.	20
4. Cultural Responsiveness and Equity	Demonstrated commitment to culturally responsive, trauma-informed, family-centered practices and outreach to underserved and high-need populations.	10
5. Staffing and Organizational Capacity	Qualifications of key personnel, including the proposed Program Manager; staffing plan; supervision structure; staff training approach; and organizational capacity to meet statewide demand.	10
6. Data Collection, Reporting, and Quality Improvement	Ability to collect, manage, and report required performance and program data; monitor fidelity to the Kinship Navigation model; and implement Continuous Quality Improvement (CQI) processes to support service quality and outcomes. Preference will be given to organizations with comprehensive, integrated data management systems that support accurate tracking, reporting, and performance monitoring.	10
7. Collaboration and Community Partnerships	Strength of partnerships with child welfare, schools, courts, health care providers, housing agencies, and community organizations to support coordinated service delivery.	5
8. Budget and Cost Effectiveness	Reasonableness, allowability, and cost-effectiveness of the proposed budget in relation to the scope of work and expected outcomes.	5

2.6. GRANT TERMS: The selected bidder(s) will be expected to sign an agreement with the State, including the Standard Grant Form and Attachment C as attached to this RFGA for reference. If IT Attachment D is included in this RFGA, terms may be modified based upon the solution proposed by the Bidder, subject to approval by the Agency of Digital Services.

2.6.1. The contract will obligate the bidder to provide the services and/or products identified in its bid, at the prices listed.

2.6.2. Payment Terms. Percentage discounts may be offered for prompt payments of invoices; however, such discounts must be in effect for a period of 30 days or more in order to be considered in making awards.

2.6.3. Retainage. In the discretion of the State, a grant resulting from this RFGA may provide that the State withhold a percentage of the total amount payable for some or all deliverables, such retainage to be payable upon satisfactory completion and State acceptance in accordance with the terms and conditions of the grant .

2.6.4. Quality. If applicable, all products provided under a grant with the State will be new and unused, unless otherwise stated. Factory seconds or remanufactured products will not be accepted unless specifically requested by the purchasing agency. All products provided by the grantee must meet all federal, state, and local standards for quality and safety requirements. Products not meeting these standards will be deemed unacceptable and returned to the grantee for credit at no charge to the State.

3. CONTENT AND FORMAT OF RESPONSES: The content and format requirements listed below are the minimum requirements for State evaluation. These requirements are not intended to limit the content of a Bidder's proposal. Bidders may include additional information or offer alternative solutions for the State's consideration. However, the State discourages overly lengthy and costly proposals, and Bidders are advised to include only such information in their response as may be relevant to the requirements of this solicitation.

3.1. Unsolicited Bidder-Confidential Information Prohibited. Bidders are hereby expressly directed not to include any confidential information in their proposal submissions, except as specifically permitted below. By submitting a proposal in response to this RFGA, bidders acknowledge and agree to abide by the terms and conditions outlined in this document, including the prohibition on submitting confidential information. This prohibition reduces the burden on the State while preventing bidder-confidential information from entering the public record.

3.2. Disclosure under Public Records Act. All information received by the State in response to this solicitation will become part of the grant file and subject to public disclosure in accordance with the State's Public Records Act, 1 V.S.A. § 315 et seq. The State may also choose to publicly post responses to this solicitation and the resulting agreement(s), following conclusion of this procurement process.

3.3. Unsolicited Confidential Materials. This RFGA does not solicit bidder confidential information and bidders are expressly prohibited from providing confidential information in response to this RFGA. All materials furnished by bidders in response to this RFGA, including those marked as confidential by bidders, are subject to disclosure if requested under the Public Records Act, or public posting.

3.4. State Not Responsible for Disclosure of Unmarked Bidder-Confidential Information. It is the sole responsibility of the bidder to ensure that, other than where specifically directed or permitted by this RFGA and accordingly marked as described below, no information that should not be publicly disclosed is included in their proposal materials, including any 1) trade secrets or intellectual property, 2) proprietary financial or business information, 3) personal information, or 4) any

other information that should not be disclosed to the public. For example, bidders should avoid including specific details of their proprietary technologies or methodologies that they consider confidential, and any references to previous client engagements should be presented in a manner that does not disclose the client's confidential information.

- 3.5.** The bid should include a Cover Letter and Technical Response and Price Schedule.

3.6. COVER LETTER:

- 3.6.1.** Exceptions to Grant Terms and Conditions. The State will not consider exceptions to grant terms and conditions included with this RFGA.

- 3.7. TECHNICAL RESPONSE.** In response to this RFGA, a bidder shall:

- 3.7.1.** Provide details concerning your form of business organization, company size and resources.

- 3.7.2.** Describe your capabilities and particular experience relevant to the RFGA requirements.

- 3.7.3.** If you have experience working with the State of Vermont, identify all current or past State projects. Provide the name of the Vermont department or agency and the project title or a brief description of the work. Do not include references or statements from State of Vermont agencies or employees.

- 3.8. REPORTING REQUIREMENTS:** Provide a sample of any reporting documentation that may be applicable to the Detailed Requirements of this RFGA.

- 3.9. PRICE SCHEDULE:** Bidders shall submit their pricing information in the Price Schedule attached to the RFGA. Price Schedule includes Schedules A, B, C, and D. Price Schedule must itemize the bid proposal costs in addition to provide accompanying narratives.

- 3.10. CERTIFICATE OF COMPLIANCE:** This form must be completed and submitted as part of the response for the proposal to be considered valid.

4. SUBMISSION INSTRUCTIONS:

- 4.1. CLOSING DATE:** Bids must be received by the State by the due date specified on the front page of this RFGA. Late bids will not be considered.

- 4.1.1.** The State may, for cause, issue an addendum to change the date and/or time when bids are due. If a change is made, the State will inform all bidders by posting at the webpage indicated on the front page of this RFGA

- 4.1.2.** There will not be a public bid opening. However, the State will record the name, city and state for any and all bids received by the due date.

4.2. ELECTRONIC BIDS ONLY: All bids under this RFGA must be submitted electronically in accordance with the submission requirements herein. Electronic bids will be accepted via email submission to AHS.DCFBOGrantsContracts@vermont.gov .The subject line of the email submission must reference the Project Title as indicated on the front page of this RFGA.

4.2.1. Bids must consist of a single email with a single, digitally searchable PDF attachment containing all components of the bid. Multiple emails and/or multiple attachments will not be accepted.

4.2.2. There is an attachment size limit of 40 MB. It is the Bidder's responsibility to compress the PDF file containing its bid if necessary in order to meet this size limitation. It is also the Bidder's responsibility to ensure that their own email system can send and receive messages up to this size.

5. BID SUBMISSION CHECKLIST:

- ✓ Cover Letter
- ✓ Technical Response
- ✓ Redacted Technical Response, if applicable
- ✓ Price Schedule
- ✓ Signed Certificate of Compliance

6. ATTACHMENTS:

6.1. Certificate of Compliance

6.2. Price Schedule

6.3. Worker Classification Compliance Requirement; Subgrantee Reporting Form

6.4. Standard State Grant with its associated attachments, including but not limited to, Attachment C: Standard State Provisions for Contracts and Grants (October 1, 2024) and Attachment F: Agency of Human Services' Customary Contract/Grant Provisions

6.5. Appendix 1: Other Grant Provisions/ Reporting Forms

RFP/PROJECT:
DATE:

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CERTIFICATE OF COMPLIANCE

For your bid to be considered valid, this form must be completed in its entirety, executed by a duly authorized representative of the bidder, and submitted as part of the response to the proposal.

- A. **NON COLLUSION:** Bidder hereby certifies that the prices quoted have been arrived at without collusion and that no prior information concerning these prices has been received from or given to a competitive company. If there is sufficient evidence to warrant investigation of the bid/contract process by the Office of the Attorney General, bidder understands that this paragraph might be used as a basis for litigation.
- B. **CONTRACT TERMS:** Bidder hereby acknowledges that is has read, understands and agrees to the terms of this RFP, including Attachment C: Standard State Contract Provisions, and any other contract attachments included with this RFP.
- C. **WORKER CLASSIFICATION COMPLIANCE REQUIREMENT:** In accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54), the following provisions and requirements apply to Bidder when the amount of its bid exceeds \$250,000.00.

Self-Reporting. Bidder hereby self-reports the following information relating to past violations, convictions, suspensions, and any other information related to past performance relative to coding and classification of workers, that occurred in the previous 12 months.

Summary of Detailed Information	Date of Notification	Outcome

Subcontractor Reporting. Bidder hereby acknowledges and agrees that if it is a successful bidder, prior to execution of any contract resulting from this RFP, Bidder will 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), and Bidder will provide any update of such list to the State as additional subcontractors are hired. Bidder further acknowledges and agrees that the failure to submit subcontractor reporting in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54) will constitute non-compliance and may result in cancellation of contract and/or restriction from bidding on future state contracts.

D. Executive Order 05 – 16: Climate Change Considerations in State Procurements Certification

Bidder certifies to the following (Bidder may attach any desired explanation or substantiation. Please also note that Bidder may be asked to provide documentation for any applicable claims):

1. Bidder owns, leases or utilizes, for business purposes, space that has received:
 - ☐ Energy Star® Certification
 - ☐ LEED®, Green Globes®, or Living Buildings ChallengeSM Certification
 - ☐ Other internationally recognized building certification:

2. Bidder has received incentives or rebates from an Energy Efficiency Utility or Energy Efficiency Program in the last five years for energy efficient improvements made at bidder's place of business. Please explain:

3. Please Check all that apply:
 - ☐ Bidder can claim on-site renewable power or anaerobic-digester power ("cow-power"). Or bidder consumes renewable electricity through voluntary purchase or offset, provided no such claimed power can be double-claimed by another party.
 - ☐ Bidder uses renewable biomass or bio-fuel for the purposes of thermal (heat) energy at its place of business.
 - ☐ Bidder's heating system has modern, high-efficiency units (boilers, furnaces, stoves, etc.), having reduced emissions of particulate matter and other air pollutants.
 - ☐ Bidder tracks its energy consumption and harmful greenhouse gas emissions. What tool is used to do this? _____
 - ☐ Bidder promotes the use of plug-in electric vehicles by providing electric vehicle charging, electric fleet vehicles, preferred parking, designated parking, purchase or lease incentives, etc..
 - ☐ Bidder offers employees an option for a fossil fuel divestment retirement account.
 - ☐ Bidder offers products or services that reduce waste, conserve water, or promote energy efficiency and conservation. Please explain:

4. Please list any additional practices that promote clean energy and take action to address climate change:

E. Executive Order 02 – 22: Solidarity with the Ukrainian People

- ☐ By checking this box, Bidder certifies that none of the goods, products, or materials offered in response to this solicitation are Russian-sourced goods or produced by Russian entities. If Bidder is unable to check the box, it shall indicate in the table below which of the applicable offerings are Russian-sourced goods and/or which are produced by Russian entities. An additional column is provided for any note or comment that you may have.

Provided Equipment or Product	Note or Comment

F. Certification Regarding Use of Contract Funds for Lobbying - Applicable to contracts over \$100,000.00 when federal monies are involved - this clause must be included in all subcontracts over \$100,000.00.

1. The prospective contractor certifies, to the best of his or her knowledge and belief, under the penalties of perjury under the laws of the State of Vermont and the United States that on behalf of the person, firm, association, or corporation he or she represents, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal 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, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective contractor also agrees that they shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

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Bidder Name: _____

Contact Name: _____

Address: _____

Fax Number: _____

Telephone: _____

E-Mail: _____

By: _____

Name: _____

Signature of Bidder (or Representative)

(Type or Print)

END OF CERTIFICATE OF COMPLIANCE

PRICE SCHEDULE REQUEST FOR GRANT APPLICATIONS

SCHEDULE A: SUMMARY OF COSTS

In the Excel spreadsheet accompanying this posting at <https://www.vermontbusinessregistry.com/>, complete the Summary of Costs form.

The Summary of Costs submittal form is a generic form designed to best fit all Program Proposals.

SCHEDULE B: DETAIL OF EXPENSES

In narrative form, explain how figures for Summary of Costs – Schedule A were determined. Be sure to include a breakdown of what is included in the line items.

SCHEDULE C: ALLOCATION OF EXPENSES

In narrative form, describe what is included in your indirect costs and the method used for determining the indirect costs.

SCHEDULE D: FISCAL MANAGEMENT EXPERIENCE

In narrative form, describe your or your organization's fiscal experience managing grants of comparable scale, scope, and complexity.

1. Parties: This Grant Agreement is entered into by and between the State of Vermont, Agency of Human Services (AHS), Department for Children and Families (DCF), Family Services Division (FSD) (hereinafter called the “State”),

And

with principal place of business at _____, (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 **Kinship Navigation** services.
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 to the terms and conditions of this Grant Agreement 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. Federal Funding Requirements: As a Subrecipient of federal funds under this Agreement, the Grantee shall comply with all applicable requirements of 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, including any amendments thereto. The current regulations are available at: <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200>
7. Attachments: This Grant consists of _____ pages including the following attachments that are incorporated herein:

Grant Agreement-Part 1 – Grant Award Detail
Grant Agreement Part 2 – Grant Agreement
Attachment A – Scope of Work To Be Performed
Attachment B – Payment Provisions
Attachment C – Multi-Use Attachment C
Attachment D – Other Provisions (if applicable)
Attachment E – Business Associate Agreement (if applicable)
Attachment F - Agency of Human Services’ Customary Contract/Grant Provisions
Appendix 1 – Reporting Form(s)

8. Order of Precedence: Any ambiguity, conflict or inconsistency in the Grant Documents shall be resolved according to the following order of precedence:

1. Grant Agreement Part 1 and Part 2
2. Attachment C
3. Attachment D (if applicable)
4. Attachment A
5. Attachment E (if applicable)
6. Attachment F
7. Attachment B
8. Appendix 1

By signing this Agreement, the Parties certify that they have read and understand the terms and conditions of this Grant Agreement and agree to comply with all applicable federal, state, and local laws, regulations, and requirements. Each Party further certifies that the individual signing this Agreement is duly authorized to execute it on behalf of the respective organization.

THE STATE OF VERMONT
BY

Date: _____

Signature: _____

Name: Aryka Radke (or Designee)

Title: DCF/FSD Deputy Commissioner

GRANTEE
BY

Date: _____

Signature: _____

Name: _____

Title: _____

APPROVED AS TO FORM
BY

Date: _____

Signature: _____

Name: Timothy Connors (or Designee)

Title: Assistant Attorney General

ATTACHMENT A

SCOPE OF WORK TO BE PERFORMED

1. STATE OF VERMONT PROGRAM TITLE

Kinship Navigation model implementation and program management

A. Brief Program Description

FSD oversees the Kinship Navigator program, which began over fifteen years ago as state and county initiatives to support formal (involved with the child welfare system) and informal (not involved with the child welfare system) kinship caregivers - grandparents, siblings, aunts, uncles, other extended family members, and close family friends—who provide care for children when their parents cannot. The program helps caregivers navigate the various systems that affect them, including child welfare, aging services, education, housing, and health care and gathers and shares insights to support thoughtful, informed decision-making.

B. Program Purpose

(i) Program-Specific Population

Services shall be provided to formal and informal Kinship caregivers (e.g., grandparents, relatives, and fictive kin), individuals considering or transitioning into kinship caregiving roles, children and youth in kinship care arrangements, across all geographic regions of Vermont.

(ii) Purpose(s) of the Program

The purpose of the Kinship Navigator program is to strengthen and support kinship caregiving families across Vermont by improving the stability and well-being of children, youth, and caregivers. The program seeks to:

- Increase the stability of kinship caregiving arrangements.
- Improve access to public benefits, community resources, and supportive services.
- Enhance caregiver knowledge, confidence, and overall well-being.
- Reduce barriers families face when navigating child welfare, education, health care, housing, and related systems.
- Increase caregiver connection to peer supports, community networks, and informal supports.
- Promote the safety, stability, and well-being of children and youth in kinship care arrangements.

2. Scope of Work

A. Description of Strategies or Services to be Performed

Subrecipient shall:

(i) Program Implementation

- a. Adopt and implement the Washington State Kinship Navigation Model with fidelity throughout Vermont, either through direct service delivery or through sub granting relationships.
- b. Designate a Program Manager responsible for overseeing statewide model implementation, coordinating program activities, and providing regular progress updates and reporting to the State Program Manager.

(ii) Intake and Engagement

- a. Conduct intake for kinship caregivers and prospective caregivers within 3-5 business days of referral.
- b. Complete a comprehensive needs assessment within 10-14 business days of the intake.
- c. Establish a primary point of contact for ongoing navigation support.

(iii) Information, Referral, and Benefits Access

- a. Operate and maintain a warm line/referral system that provides caregivers and families access to Kinship Navigation case management services.
- b. Ensure equitable access to services regardless of geography, income, race, ethnicity, disability status, or language.
- c. Provide culturally responsive and linguistically appropriate services that reflect the needs of the populations served.
- d. Assist caregivers in applying for and maintaining public benefits and supports.
- e. Make direct referrals and follow up to ensure service connection.
- f. Maintain and strengthen referral pathways, coordination processes, and communication protocols with key system partners.

(iv) Case Coordination

- a. Support caregivers in navigating child welfare, education, health, housing, and related systems.

- b. Coordinate services across agencies and providers to reduce fragmentation.
- c. Collaborate with child welfare, education, health, housing, and other relevant community partners to support coordinated service delivery for kinship families.
- d. Track service engagement and outcomes for assigned families.

(v) Caregiver Support and Coaching

- a. Provide individualized coaching, guidance, and problem-solving support.
- b. Offer education on child development, trauma, and caregiving strategies.
- c. Support caregiver well-being, including stress management and self-care resources.

(vi) Peer and Community Support

- a. Facilitate or connect caregivers to peer support groups and networks.
- b. Engage community partners to expand informal and formal supports.
- c. Reduce isolation among kinship caregivers through outreach and engagement activities.

(vii) Outreach and Identification of Kinship Families

- a. Conduct outreach to identify kinship caregivers and prospective caregivers.
- b. Conduct targeted outreach to underserved and high-need populations to promote equitable engagement and access to services.
- c. Partner with child welfare, schools, health providers, courts and community organizations.
- d. Ensure equitable access to services across geographic and demographic.

(viii) Data Collection and Reporting

- a. Maintain accurate and timely documentation of services delivered and outcomes achieved within a designated data management system.
- b. Monitor and document referrals, service connections, and follow-up outcomes for participating families.
- c. Ensure all data collection and reporting activities capture required model components and fidelity measures.

(ix) Operational Requirements

- a. Participate in State-led meetings, learning collaboratives, workgroups, and planning efforts as requested by the State.
- b. Monitor service quality and participant satisfaction on an ongoing basis and use findings to inform service improvements.
- c. Employ continuous quality improvement (CQI) practices to strengthen service delivery, efficiency, and outcomes.
- d. Maintain sufficient staffing levels to meet service demand across the assigned service area(s) or statewide, as applicable.
- e. Ensure all staff are appropriately trained to understand and support the needs of kinship caregivers.

3. Performance Measurement

- A. The Subrecipient will report the following performance measures to the State in order to measure achievement of stated program purpose(s). Performance measures measure **quantity** (“how much are you doing?”), **quality** (“how well are you doing it?”), and **impact** of services delivered (is anyone better off?) in accordance with grant requirements and expectations.

Table 1: Performance Measures

	Measure	Target	Time Period	Type	Methodology
1	Kinship caregivers receiving intake and needs assessment within established timeframe	90%	Quarterly	Process Measure	Review of intake records and case management data

	Measure	Target	Time Period	Type	Methodology
2	Kinship caregivers connected to at least one needed service, support, or public benefit	80%	Quarterly	Outcome Measure	Tracking of referrals, applications, and confirmed service linkages
3	Children and youth connected to educational, health, behavioral health, or community-based supports identified in service plans	80%	Quarterly	Outcome Measure	Review of referral records and service engagement tracking
4	Outreach activities conducted with community partners, schools, courts, health providers, and agencies	Minimum of 12 annually	Annually	Process Measure	Outreach logs, meeting records, and partnership documentation
5	Caregivers meet goals established at the beginning of service within 6 months	80%	Semi Annually	Outcome Measure	Review of service plans, case notes, and follow-up assessments to determine whether caregivers achieved goals identified during intake within 6 months of enrollment.

4. Program-Specific Monitoring and Reporting

This section establishes the requirements and processes for monitoring, evaluating, and improving program performance under this Agreement. It is intended to satisfy the grant monitoring requirements set forth in State of Vermont Bulletin 5.0. Failure to meet the minimum performance, financial, or reporting requirements may result in corrective action, suspension, or termination of this Agreement. The Grantee's achievement of established performance measures and compliance with reporting requirements will be considered in determining eligibility for renewal or continuation of funding.

- a. Performance Measure Reporting: The Grantee shall submit Quarterly Progress Reports reports no later than twenty (20) calendar days following the end of the Quarterly. Progress Reports shall be submitted electronically to Barbara.Joyal@vermont.gov and AHS.DCFBOGrantsContracts@vermont.gov.
- b. Financial Reporting: The Grantee shall submit Quarterly Financial Reconciliation and Request Forms no later than twenty (20) calendar days following the end of the Quarterly. Financial Reconciliation and Request Forms shall be submitted electronically to Barbara.Joyal@vermont.gov and AHS.DCFBOGrantsContracts@vermont.gov.
- c. Desk and/or On-Site Reviews: The State may conduct desk reviews and/or on-site monitoring reviews to assess the Grantee's compliance with the financial, programmatic, and administrative requirements of this Agreement. Such reviews may include an examination of supporting documentation, including but not limited to invoices, payroll records, time and effort reports, financial statements, and other records related to grant-funded activities. The frequency and scope of monitoring activities will be determined by

the State based on risk and programmatic considerations and will be communicated to the Grantee as appropriate.

- d. Partner Communication and Documentation: Regular communication between the Grantee and the State helps ensure effective grant administration. Both parties are responsible for documenting and retaining grant-related correspondence in their respective files. Acceptable documentation of telephone conversations includes call logs, meeting notes, or follow-up emails summarizing relevant information.
- e. Annual Subrecipient Report: Grantees receiving federal awards must submit their Annual Subrecipient Report to DFM within 45 calendar days after the end of the Grantee's fiscal year.
- f. If the Subrecipient falls below 75% of any performance measure, the DCF/FSD Program Manager or designee will issue a Notice Letter. A second occurrence will require the development of a Corrective Action Plan. The Subrecipient must submit a signed Notice Letter or Corrective Action Plan within 30 calendar days of notification. Continued failure to meet performance standards may result in cancellation of the agreement, and performance will be considered for renewal decisions.

ATTACHMENT B

PAYMENT PROVISIONS

The maximum dollar amount payable under this Grant is not intended as any form of a guaranteed amount. The Subrecipient will be paid for products or services delivered or performed, as specified in Attachment A, up to the maximum allowable amount specified on page 1 of this Grant.

This Grant Agreement Operates on a **Reimbursement** Payment Provision Basis.

1. Prior to commencement of work and release of any payments, Subrecipient shall submit to the State:
 - a certificate of insurance consistent with the requirements set forth in Attachment C, Section 8 (Insurance), and with any additional requirements for insurance as may be set forth elsewhere in this Grant; and
 - a current IRS Form W-9 (signed within the last six months).
2. Payment terms are **Net 30** days from the date the State receives an error-free invoice with all necessary and complete supporting documentation.
3. The Vermont State Fiscal Year closeout period begins in late May or early June and continues through early July. During this time, no requests for payment are processed.
4. As grant award amounts are based on state and federal fiscal year budgets, no payments shall be issued 90 calendar days after the end date of this agreement as budgets close out and funds are no longer available.
5. Subrecipient agrees to produce, on request, the source documents upon which all Requests for Payment are based.
6. Subrecipient may transfer up to 10% between non-personnel budget line items without prior approval, provided no line item is increased by more than 10%. Any transfers involving personnel costs, subawards, subcontracts, or exceeding 10% require written approval from the DCF Program Manager. Indirect costs may not exceed the budgeted amount or the approved indirect cost rate.

7. Subrecipient agrees to comply with Uniform Guidance requirements for time and effort reporting, as outlined in [2 CFR 200.430\(i\) \(Compensation—Personal Services\)](#), including the applicable standards for documenting personnel services.
8. Subrecipient shall submit invoices to the State in accordance with the schedule set forth in this Attachment B. Unless a more particular schedule is provided herein, invoices shall be submitted no more frequently than quarterly.
9. Invoices shall be submitted to the State at the following addresses:

barbara.joyal@vermont.gov
ahs.dcfbograntscontracts@vermont.gov
10. The payment schedule for delivered products, or rates for services performed, and any additional reimbursements, are as follows:
 - A. Invoices and financial reports are due on the 20th day following the end of the reporting quarter.
 - B. The budget for the term of this Agreement is as follows:

ATTACHMENT C

STANDARD STATE PROVISIONS FOR CONTRACTS AND GRANTS

[REVISED 02/13/2026]

“Attachment C: Standard State Provisions for Contracts and Grants” (revision version dated February 13, 2026) constitutes part of this Agreement and is hereby incorporated by reference as if fully set forth herein and shall apply to the purchase of all goods and/or services by the State under this Agreement. A copy of this document is available online at:
<https://bgs.vermont.gov/purchasing-contracting/forms>.

ATTACHMENT D

OTHER PROVISIONS

ATTACHMENT E

BUSINESS ASSOCIATE AGREEMENT

SOV Grantee: _____

SOV Grant #: _____

Effective Date: _____

This Business Associate Agreement ("Agreement") is entered into by and between the State of Vermont Agency of Human Services, operating by and through its Department for Children and Families ("Covered Entity") and Party identified in this Agreement as Contractor or Grantee above ("Business Associate"). This Agreement supplements and is made a part of the contract or grant ("Contract or Grant") to which it is attached.

Covered Entity and Business Associate enter into this Agreement to comply with the standards promulgated under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), including the Standards for the Privacy of Individually Identifiable Health Information, at 45 CFR Parts 160 and 164 ("Privacy Rule"), and the Security Standards, at 45 CFR Parts 160 and 164 ("Security Rule"), as amended by Subtitle D of the Health Information Technology for Economic and Clinical Health Act (HITECH), and any associated federal rules and regulations. The parties agree as follows:

1. Definitions. All capitalized terms used but not otherwise defined in this Agreement have the meanings set forth in 45 CFR Parts 160 and 164 as amended by HITECH and associated federal rules and regulations. Terms defined in this Agreement are italicized. Unless otherwise specified, when used in this Agreement, defined terms used in the singular shall be understood if appropriate in their context to include the plural when applicable.

"Agent" means an *Individual* acting within the scope of the agency of the *Business Associate*, in accordance with the Federal common law of agency, as referenced in 45 CFR § 160.402(c) and includes Workforce members and *Subcontractors*.

"Breach" means the acquisition, Access, Use or Disclosure of *Protected Health Information (PHI)* which compromises the Security or privacy of the *PHI*, except as excluded in the definition of *Breach* in 45 CFR § 164.402.

"Business Associate" shall have the meaning given for "Business Associate" in 45 CFR § 160.103 and means Contractor or Grantee and includes its Workforce, *Agents* and *Subcontractors*.

"Electronic PHI" shall mean *PHI* created, received, maintained or transmitted electronically in accordance with 45 CFR § 160.103.

"Individual" includes a Person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).

"Protected Health Information" ("PHI") shall have the meaning given in 45 CFR § 160.103, limited to the *PHI* created or received by *Business Associate* from or on behalf of Covered Entity.

“*Required by Law*” means a mandate contained in law that compels an entity to make a use or disclosure of *PHI* and that is enforceable in a court of law and shall have the meaning given in 45 CFR § 164.103.

“*Report*” means submissions required by this Agreement as provided in section 2.3.

“*Security Incident*” means the attempted or successful unauthorized Access, Use, Disclosure, modification, or destruction of Information or interference with system operations in an Information System relating to *PHI* in accordance with 45 CFR § 164.304.

“*Services*” includes all work performed by the *Business Associate* for or on behalf of Covered Entity that requires the Use and/or Disclosure of *PHI* to perform a *Business Associate* function described in 45 CFR § 160.103.

“*Subcontractor*” means a Person to whom *Business Associate* delegates a function, activity, or service, other than in the capacity of a member of the workforce of such *Business Associate*.

“*Successful Security Incident*” shall mean a *Security Incident* that results in the unauthorized Access, Use, Disclosure, modification, or destruction of information or interference with system operations in an Information System.

“*Unsuccessful Security Incident*” shall mean a *Security Incident* such as routine occurrences that do not result in unauthorized Access, Use, Disclosure, modification, or destruction of information or interference with system operations in an Information System, such as: (i) unsuccessful attempts to penetrate computer networks or services maintained by *Business Associate*; and (ii) immaterial incidents such as pings and other broadcast attacks on *Business Associate's* firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above with respect to *Business Associate's* Information System.

“*Targeted Unsuccessful Security Incident*” means an *Unsuccessful Security Incident* that appears to be an attempt to obtain unauthorized Access, Use, Disclosure, modification or destruction of the Covered Entity's *Electronic PHI*.

2. Contact Information for Privacy and Security Officers and Reports.

- 2.1 *Business Associate* shall provide, within ten (10) days of the execution of this Agreement, written notice to the Contract or Grant manager the names and contact information of both the HIPAA Privacy Officer and HIPAA Security Officer of the *Business Associate*. This information must be updated by *Business Associate* any time these contacts change.
- 2.2 Covered Entity's HIPAA Privacy Officer and HIPAA Security Officer contact information is posted at: <https://humanservices.vermont.gov/rules-policies/health-insurance-portability-and-accountability-act-hipaa>
- 2.3 *Business Associate* shall submit all *Reports* required by this Agreement to the following email address: AHS.PrivacyAndSecurity@vermont.gov

3. Permitted and Required Uses/Disclosures of PHI.

- 3.1 Subject to the terms in this Agreement, *Business Associate* may Use or Disclose *PHI* to perform *Services*, as specified in the Contract or Grant. Such Uses and Disclosures are limited to the minimum necessary to provide the *Services*. *Business Associate* shall not Use or Disclose *PHI* in any manner that would constitute a violation of the Privacy Rule if Used or Disclosed by Covered Entity in that manner. *Business Associate* may not Use or Disclose *PHI* other than as permitted or required by this Agreement or as *Required by Law* and only in compliance with applicable laws and regulations.
- 3.2 *Business Associate* may make *PHI* available to its Workforce, *Agent* and *Subcontractor* who need Access to perform *Services* as permitted by this Agreement, provided that *Business Associate* makes them aware of the Use and Disclosure restrictions in this Agreement and binds them to comply with such restrictions.
- 3.3 *Business Associate* shall be directly liable under HIPAA for impermissible Uses and Disclosures of *PHI*.

4. Business Activities. *Business Associate* may Use *PHI* if necessary for *Business Associate's* proper management and administration or to carry out its legal responsibilities. *Business Associate* may Disclose *PHI* for *Business Associate's* proper management and administration or to carry out its legal responsibilities if a Disclosure is *Required by Law* or if *Business Associate* obtains reasonable written assurances via a written agreement from the Person to whom the information is to be Disclosed that such *PHI* shall remain confidential and be Used or further Disclosed only as *Required by Law* or for the purpose for which it was Disclosed to the Person, and the Agreement requires the Person to notify *Business Associate*, within five (5) business days, in writing of any *Breach* of Unsecured *PHI* of which it is aware. Such Uses and Disclosures of *PHI* must be of the minimum amount necessary to accomplish such purposes.

5. Electronic PHI Security Rule Obligations.

- 5.1 With respect to *Electronic PHI*, *Business Associate* shall:
- a) Implement and use Administrative, Physical, and Technical Safeguards in compliance with 45 CFR sections 164.308, 164.310, and 164.312;
 - b) Identify in writing upon request from Covered Entity all the safeguards that it uses to protect such *Electronic PHI*;
 - c) Prior to any Use or Disclosure of *Electronic PHI* by an *Agent* or *Subcontractor*, ensure that any *Agent* or *Subcontractor* to whom it provides *Electronic PHI* agrees in writing to implement and use Administrative, Physical, and Technical Safeguards that reasonably and appropriately protect the Confidentiality, Integrity and Availability of *Electronic PHI*. The written agreement must identify Covered Entity as a direct and intended third party beneficiary with

the right to enforce any breach of the agreement concerning the Use or Disclosure of *Electronic PHI*, and be provided to Covered Entity upon request;

- d) Report in writing to Covered Entity any *Successful Security Incident* or *Targeted Unsuccessful Security Incident* as soon as it becomes aware of such incident and in no event later than five (5) business days after such awareness. Such *Report* shall be timely made notwithstanding the fact that little information may be known at the time of the *Report* and need only include such information then available;
- e) Following such *Report*, provide Covered Entity with the information necessary for Covered Entity to investigate any such incident; and
- f) Continue to provide to Covered Entity information concerning the incident as it becomes available to it.

5.2 Reporting *Unsuccessful Security Incidents*. *Business Associate* shall provide Covered Entity upon written request a *Report* that: (a) identifies the categories of Unsuccessful Security Incidents; (b) indicates whether *Business Associate* believes its current defensive security measures are adequate to address all *Unsuccessful Security Incidents*, given the scope and nature of such attempts; and (c) if the security measures are not adequate, the measures *Business Associate* will implement to address the security inadequacies.

5.3 *Business Associate* shall comply with any reasonable policies and procedures Covered Entity implements to obtain compliance under the Security Rule.

6. Reporting and Documenting Breaches.

6.1 *Business Associate* shall *Report* to Covered Entity any *Breach* of Unsecured *PHI* as soon as it, or any Person to whom *PHI* is disclosed under this Agreement, becomes aware of any such *Breach*, and in no event later than five (5) business days after such awareness, except when a law enforcement official determines that a notification would impede a criminal investigation or cause damage to national security. Such *Report* shall be timely made notwithstanding the fact that little information may be known at the time of the *Report* and need only include such information then available.

6.2 Following the *Report* described in 6.1, *Business Associate* shall conduct a risk assessment and provide it to Covered Entity with a summary of the event. *Business Associate* shall provide Covered Entity with the names of any *Individual* whose Unsecured *PHI* has been, or is reasonably believed to have been, the subject of the *Breach* and any other available information that is required to be given to the affected *Individual*, as set forth in 45 CFR § 164.404(c). Upon request by Covered Entity, *Business Associate* shall provide information necessary for Covered Entity to investigate the impermissible Use or Disclosure. *Business Associate* shall continue to provide to Covered Entity information concerning the *Breach* as it becomes available.

6.3 When *Business Associate* determines that an impermissible acquisition, Access, Use or Disclosure of *PHI* for which it is responsible is not a *Breach*, and therefore does not necessitate notice to the impacted *Individual*, it shall document its assessment of risk, conducted as set forth in 45 CFR § 402(2). *Business Associate* shall make its risk assessment available to Covered Entity upon request. It shall include 1) the name of the person making the assessment, 2) a brief summary of the facts, and 3) a brief statement of the reasons supporting the determination of low probability that the *PHI* had been compromised.

7. Mitigation and Corrective Action. *Business Associate* shall mitigate, to the extent practicable, any harmful effect that is known to it of an impermissible Use or Disclosure of *PHI*, even if the impermissible Use or Disclosure does not constitute a *Breach*. *Business Associate* shall draft and carry out a plan of corrective action to address any incident of impermissible Use or Disclosure of *PHI*. *Business Associate* shall make its mitigation and corrective action plans available to Covered Entity upon request.

8. Providing Notice of Breaches.

8.1 If Covered Entity determines that a *Breach* of *PHI* for which *Business Associate* was responsible, and if requested by Covered Entity, *Business Associate* shall provide notice to the *Individual* whose *PHI* has been the subject of the *Breach*. When so requested, *Business Associate* shall consult with Covered Entity about the timeliness, content and method of notice, and shall receive Covered Entity's approval concerning these elements. *Business Associate* shall be responsible for the cost of notice and related remedies.

8.2 The notice to affected *Individuals* shall be provided as soon as reasonably possible and in no case later than sixty (60) calendar days after *Business Associate* reported the *Breach* to Covered Entity.

8.3 The notice to affected *Individuals* shall be written in plain language and shall include, to the extent possible: 1) a brief description of what happened; 2) a description of the types of Unsecured *PHI* that were involved in the *Breach*; 3) any steps *Individuals* can take to protect themselves from potential harm resulting from the *Breach*; 4) a brief description of what the *Business Associate* is doing to investigate the *Breach* to mitigate harm to *Individuals* and to protect against further *Breaches*; and 5) contact procedures for *Individuals* to ask questions or obtain additional information, as set forth in 45 CFR § 164.404(c).

8.4 *Business Associate* shall notify *Individuals* of *Breaches* as specified in 45 CFR § 164.404(d) (methods of *Individual* notice). In addition, when a *Breach* involves more than 500 residents of Vermont, *Business Associate* shall, if requested by Covered Entity, notify prominent media outlets serving Vermont, following the requirements set forth in 45 CFR § 164.406.

9. Agreements with Subcontractors. *Business Associate* shall enter into a Business Associate Agreement with any *Subcontractor* to whom it provides *PHI* to require compliance with HIPAA and to ensure *Business Associate* and *Subcontractor* comply with the terms and conditions of this Agreement. *Business Associate* must enter

into such written agreement before any Use by or Disclosure of *PHI* to such *Subcontractor*. The written agreement must identify Covered Entity as a direct and intended third party beneficiary with the right to enforce any breach of the agreement concerning the Use or Disclosure of *PHI*. *Business Associate* shall provide a copy of the written agreement it enters into with a *Subcontractor* to Covered Entity upon request. *Business Associate* may not make any Disclosure of *PHI* to any *Subcontractor* without prior written consent of Covered Entity.

10. Access to PHI. *Business Associate* shall provide access to *PHI* in a Designated Record Set to Covered Entity or as directed by Covered Entity to an *Individual* to meet the requirements under 45 CFR § 164.524. *Business Associate* shall provide such access in the time and manner reasonably designated by Covered Entity. Within five (5) business days, *Business Associate* shall forward to Covered Entity for handling any request for Access to *PHI* that *Business Associate* directly receives from an *Individual*.
11. Amendment of PHI. *Business Associate* shall make any amendments to *PHI* in a Designated Record Set that Covered Entity directs or agrees to pursuant to 45 CFR § 164.526, whether at the request of Covered Entity or an *Individual*. *Business Associate* shall make such amendments in the time and manner reasonably designated by Covered Entity. Within five (5) business days, *Business Associate* shall forward to Covered Entity for handling any request for amendment to *PHI* that *Business Associate* directly receives from an *Individual*.
12. Accounting of Disclosures. *Business Associate* shall document Disclosures of *PHI* and all information related to such Disclosures as would be required for Covered Entity to respond to a request by an *Individual* for an accounting of disclosures of *PHI* in accordance with 45 CFR § 164.528. *Business Associate* shall provide such information to Covered Entity or as directed by Covered Entity to an *Individual*, to permit Covered Entity to respond to an accounting request. *Business Associate* shall provide such information in the time and manner reasonably designated by Covered Entity. Within five (5) business days, *Business Associate* shall forward to Covered Entity for handling any accounting request that *Business Associate* directly receives from an *Individual*.
13. Books and Records. Subject to the attorney-client and other applicable legal privileges, *Business Associate* shall make its internal practices, books, and records (including policies and procedures and *PHI*) relating to the Use and Disclosure of *PHI* available to the Secretary of Health and Human Services (HHS) in the time and manner designated by the Secretary. *Business Associate* shall make the same information available to Covered Entity, upon Covered Entity's request, in the time and manner reasonably designated by Covered Entity so that Covered Entity may determine whether *Business Associate* is in compliance with this Agreement.
14. Termination.
 - 14.1 This Agreement commences on the Effective Date and shall remain in effect until terminated by Covered Entity or until all the *PHI* is destroyed or returned to Covered Entity subject to Section 18.8.
 - 14.2 If *Business Associate* fails to comply with any material term of this Agreement, Covered Entity may provide an opportunity for *Business Associate* to

cure. If *Business Associate* does not cure within the time specified by Covered Entity or if Covered Entity believes that cure is not reasonably possible, Covered Entity may immediately terminate the Contract or Grant without incurring liability or penalty for such termination. If neither termination nor cure are feasible, Covered Entity shall report the breach to the Secretary of HHS. Covered Entity has the right to seek to cure such failure by *Business Associate*. Regardless of whether Covered Entity cures, it retains any right or remedy available at law, in equity, or under the Contract or Grant and *Business Associate* retains its responsibility for such failure.

15. Return/Destruction of PHI.

15.1 *Business Associate* in connection with the expiration or termination of the Contract or Grant shall return or destroy, at the discretion of the Covered Entity, *PHI* that *Business Associate* still maintains in any form or medium (including electronic) within thirty (30) days after such expiration or termination. *Business Associate* shall not retain any copies of *PHI*. *Business Associate* shall certify in writing and report to Covered Entity (1) when all *PHI* has been returned or destroyed and (2) that *Business Associate* does not continue to maintain any *PHI*. *Business Associate* is to provide this certification during this thirty (30) day period.

15.2 *Business Associate* shall report to Covered Entity any conditions that *Business Associate* believes make the return or destruction of *PHI* infeasible. *Business Associate* shall extend the protections of this Agreement to such *PHI* and limit further Uses and Disclosures to those purposes that make the return or destruction infeasible for so long as *Business Associate* maintains such *PHI*.

16. Penalties. *Business Associate* understands that: (a) there may be civil or criminal penalties for misuse or misappropriation of *PHI* and (b) violations of this Agreement may result in notification by Covered Entity to law enforcement officials and regulatory, accreditation, and licensure organizations.

17. Training. *Business Associate* understands its obligation to comply with the law and shall provide appropriate training and education to ensure compliance with this Agreement. If requested by Covered Entity, *Business Associate* shall participate in Covered Entity's training regarding the Use, Confidentiality, and Security of *PHI*; however, participation in such training shall not supplant nor relieve *Business Associate* of its obligations under this Agreement to independently assure compliance with the law and this Agreement.

18. Miscellaneous.

18.1 In the event of any conflict or inconsistency between the terms of this Agreement and the terms of the Contract or Grant, the terms of this Agreement shall govern with respect to its subject matter. Otherwise, the terms of the Contract or Grant continue in effect.

18.2 Each party shall cooperate with the other party to amend this Agreement from time to time as is necessary for such party to comply with the Privacy Rule, the Security

Rule, or any other standards promulgated under HIPAA. This Agreement may not be amended, except by a writing signed by all parties hereto.

- 18.3 Any ambiguity in this Agreement shall be resolved to permit the parties to comply with the Privacy Rule, Security Rule, or any other standards promulgated under HIPAA.
- 18.4 In addition to applicable Vermont law, the parties shall rely on applicable federal law (e.g., HIPAA, the Privacy Rule, Security Rule, and HITECH) in construing the meaning and effect of this Agreement.
- 18.5 *Business Associate* shall not have or claim any ownership of *PHI*.
- 18.6 *Business Associate* shall abide by the terms and conditions of this Agreement with respect to all *PHI* even if some of that information relates to specific services for which *Business Associate* may not be a “*Business Associate*” of Covered Entity under the Privacy Rule.
- 18.7 *Business Associate* is prohibited from directly or indirectly receiving any remuneration in exchange for an *Individual’s PHI*. *Business Associate* will refrain from marketing activities that would violate HIPAA, including specifically Section 13406 of the HITECH Act. *Reports* or data containing *PHI* may not be sold without Covered Entity’s or the affected Individual’s written consent.
- 18.8 The provisions of this Agreement that by their terms encompass continuing rights or responsibilities shall survive the expiration or termination of this Agreement. For example: (a) the provisions of this Agreement shall continue to apply if Covered Entity determines that it would be infeasible for *Business Associate* to return or destroy *PHI* as provided in Section 14.2 and (b) the obligation of *Business Associate* to provide an accounting of disclosures as set forth in Section 12 survives the expiration or termination of this Agreement with respect to accounting requests, if any, made after such expiration or termination.

ATTACHMENT F

AGENCY OF HUMAN SERVICES PROVISIONS FOR CONTRACTS & GRANTS

[REVISED 09/02/2025]

1. Definitions.

- A. As used in this Attachment F, the terms “Agreement” and “Party” are defined in Attachment C.
- B. “State Data:” For the purposes of this Agreement, the term State Data, defined in Attachment C as “data received, obtained, or generated by Party in connection with performance under this Agreement,” does not include AHS-Funded Service Data.
- C. “AHS-Funded Service Data” means data that is received, obtained, or generated by Party in the course of providing goods or services for the direct benefit of third parties under this Agreement, except a) when such goods or services are provided on behalf of the State or b) to the extent such data is collected or used to provide services to the State.
- D. “Work Product” means:
 - i. any tangible or intangible ideas, inventions, improvements, modifications, discoveries, development, customization, configuration, methodologies or processes, designs, models, drawings, photographs, reports, formulas, algorithms, patterns, devices, compilations, databases, computer programs, work of authorship, specifications, operating instructions, procedures manuals or other documentation, technique, know-how, secret, or intellectual property right whatsoever or any interest therein (whether patentable or not patentable or registerable under copyright or similar statutes or subject to analogous protection) and any derivative thereof
 - ii. that is specifically made, conceived, discovered or reduced to practice under this agreement, including Jointly Developed Work.
- E. “Deliverables” means all items that Party is required to deliver to the State under this Agreement.
- F. “Licensed Intellectual Property” means any work, ideas, inventions, discoveries, tools, methodology, computer programs, processes and improvements and any other intellectual property, tangible or intangible, that is provided, purchased, or licensed by or to Party for the use or benefit of the State under this Agreement and:
 - i. was created prior to the execution of this Agreement or
 - ii. was not created or obtained using State funds or specifically for the benefit of the State.
- G. “State Intellectual Property” means:

- i. all content and all property, data and information furnished by or on behalf of the State or any agency, commission or board thereof, and all State trademarks, trade names, logos and other State identifiers, Internet uniform resource locators, State user name or names, Internet addresses and e-mail addresses obtained or developed pursuant to this Agreement,
 - ii. all information that is created for the direct benefit of State under this Agreement including, but not limited to, all data, reports, or records generated through the use by Party, the State, or any third party of any technology systems or knowledge bases that are developed, purchased, or licensed in connection with this Agreement, and
 - iii. any work, ideas, inventions, discoveries, tools, methodology, computer programs, processes and improvements and any other intellectual property, tangible or intangible, that has been licensed to State by a third party under a separate agreement with State for the use or benefit of State under this Agreement.
- H. "Jointly Developed Work" is a subset of Work Product and means:
 - i. any materials jointly created under this Agreement by the State and Party or any third party and
 - ii. any modifications, enhancements, and/or reconfigurations of or to Licensed Intellectual Property and/or derivative works based on Licensed Intellectual Property completed as part of this Agreement.
- I. "Non-State Work Product" means information:
 - i. that is submitted to Party by a third party or created by Party on behalf of a third party under this Agreement,
 - ii. that the State is restricted from accessing by law or, when permitted under the terms of this Agreement, confidentiality terms adopted or agreed to by Party.

2. Authority of Agency of Human Services. The Agency of Human Services has oversight authority for all contracts and grants executed by its departments, boards, offices, and business units, however denominated. AHS has shared authority over contracts, grants, and scopes of work executed by the Agency of Digital Services on behalf of AHS, its departments, boards, offices, and business units, however denominated.

- A. 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.
- B. Party agrees to cooperate with both the named AHS-associated party to this Agreement 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 Agreements. The following terms apply to Agreements funded under Vermont's Medicaid Program through the Centers for Medicare and Medicaid Services (CMS):

A. General:

- i. In addition to any other requirement under this Agreement or at law, Party must fulfill all state and federal legal requirements and comply with all requests appropriate to enable AHS, the U.S. Department of Health and Human Services (along with its Inspector General and CMS), the Comptroller General, the Government Accountability Office, or any of their designees, to audit and evaluate through inspection or any other means of the quality, appropriateness and timeliness of services provided under this Agreement.
- ii. In addition to the requirements of Attachment C for Sub-Agreements, Party is responsible for ensuring a) that the Agreement is fully performed according to its terms, b) that subcontractor agrees to and remains in compliance with the terms applicable to Party under this Agreement as well as terms applicable to the service or activity delegated under the subcontract, and c) that subcontractor complies with all state and federal laws and regulations relating to the Medicaid program in Vermont.

B. Managed Care Program Contracts: The following terms apply to Parties providing managed care program services and services related to state-operated Managed Care Organization entity operations.

- i. Party will extend the rights provided under Section 3.A.i. to include the right to audit, evaluate, and inspect any books, records, contracts, computer or other electronic systems of Party or its Subcontractors that pertain to any aspect of services and activities performed, or determination of amounts payable under this Agreement.
- ii. Party must make available for the purposes of audit, evaluation, or inspection its premises, physical facilities, equipment, books, records, contracts, computer, or other electronic systems relating to Medicaid enrollees.
- iii. Party must retain records and ensure the right to audit will exist through 10 years from the final date of the Agreement period or from the date of completion of any audit, whichever is later.
- iv. 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.

- v. Party must make available on request all contracts, subcontracts and service provider agreements between 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.
- vi. 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.
- vii. 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.

C. Medicaid Automated Data Processing (ADP): The following terms apply to Parties providing ADP services and solutions.

- i. Party must provide for the purposes of audit or evaluation the ADP system in all of its aspects, including design developments, operation, and cost records of Party and subcontractors at such intervals as are deemed necessary by the US Department of Health and Human Services to determine whether conditions for funding approval are being met and to determine the efficiency, economy, and effectiveness of the system.
- ii. Party must 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(f), ADP System Security Requirements and Review Process.

4. Terms Relating to Direct Services or Interactions with AHS Program Individuals or Populations. The following terms apply only to Agreements under which Party will directly interact with individuals receiving services from or otherwise involved in AHS programs.

A. Children and Vulnerable Adults - Abuse Registries: The following terms apply with respect to any services involving the care, custody, treatment, transportation, or supervision provided directly to children or to vulnerable adults:

- i. Such services may not be performed by an employee, volunteer or other service provider of the Party, or otherwise reimbursed under the Agreement, if there has been a substantiation of abuse, neglect, or exploitation involving the individual performing the service.

- ii. Party must verify, as provided under 33 V.S.A. § 6911(c)(3), through the Adult Abuse Registry maintained by the Department of Disabilities, Aging and Independent Living that no such substantiated allegation of abuse, neglect, or exploitation exists against any individual providing services to vulnerable adults.
 - iii. Party must verify, as provided under 33 V.S.A. § 4919(a), through the Department for Children and Families that no such substantiated allegation of abuse, neglect, or exploitation exists against any individual providing services to children.
- B. Children and Vulnerable Adults - Reporting of Abuse, Neglect, or Exploitation: The following terms apply with respect to services performed under this Agreement in which Party and any of its agents or employees are caregivers or have any other direct contact with clients:
 - i. Party must ensure its agents or employees receive appropriate training on the reporting of abuse and neglect to children as required under 33 V.S.A. §§ 4911 et seq., and/or abuse, neglect or exploitation of vulnerable adults as provided under 33 V.S.A. §§ 6901 et seq.
 - ii. Party, its agents, or employees having a reasonable cause to believe that a child has been abused or neglected must make a report within 24 hours to the Commissioner of the Department for Children and Families containing the information required by 33 V.S.A. §4914.
 - iii. Party, its agents, or employees having a reasonable cause to believe that a vulnerable adult has been abused, neglected, or exploited must make a report within 48 hours to the Division of Licensing and Protection at the Department of Disabilities, Aging, and Independent Living containing the information required by 33 V.S.A. §6904.
- C. Direct Social and Mental Health Services – Workplace Violence Prevention and Crisis Response: Parties providing direct social or mental health services under this Agreement must 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 such direct services.
 - i. Party must, 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.
 - ii. Party, through its violence protection and crisis response committee, must evaluate the efficacy of its policy, and update the policy as appropriate, at least annually. Party must provide the policy and any written evaluations thereof to employees delivering direct social or mental health services.

- iii. Party must 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.
- D. 2-1-1 Database: Party must review the inclusion/exclusion criteria available at www.vermont211.org. If Party provides included services in or near the border of Vermont, Party must provide 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.
- E. Children's Services – Prohibition of Environmental Tobacco Smoke, Tobacco Products and Substitutes, and Cannabis. 33 V.S.A. § 3504 and Public Law 103-227 (also known as the Pro-Children Act of 1994):
 - i. Party must ensure that no person is permitted: a) to use cannabis as defined in 18 V.S.A. § 4201 or 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; b) to smoke 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; c) to use cannabis, 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 must refrain from promoting the use of tobacco products for all clients and from making tobacco products available to minors, or d) cultivate cannabis in a licensed or registered family child care home.
 - ii. Failure to comply with the federal tobacco prohibitions may result in the imposition of a civil monetary penalty and/or the imposition of an administrative compliance order on the responsible entity under 20 USCA § 6083. 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.
 - iii. Failure to comply with State cannabis prohibitions may result in the imposition of a misdemeanor criminal fine under 33 V.S.A. § 3504.
- F. Substance Use Treatment Services: If Party provides Substance Use Treatment services, Party must Determine whether it, in its entirety or with respect to any unit, personnel, or staff, is a Part 2 Program as defined in 42 C.F.R. § 2.11. If Party is a Part 2 Program, Party must:
 - i. prior to the commencement of any work under this Agreement involving the creation, use, or disclosure of Substance Use records, have notified the AHS Privacy Officer of its determination, submitted all consent forms applicable to such work to the AHS Privacy Officer, and have received approval from State; and

- ii. comply with provisions requiring notice of prohibition on redisclosure for Part 2 protected claims and other Part 2 protected records submitted to the State.
- G. Voter Registration: Parties who, in the regular course of its business, collect and verify documents described in 17 V.S.A. § 2145b(e) may be designated as a voter registration agency by the Secretary of State. If designated by the Secretary of State, Party agrees to comply with the requirements of state and federal law pertaining to such agencies.
- H. Continuity of Service and Termination Assistance: Party must maintain records reasonably necessary for continuity or coordination of services provided to third parties under this Agreement or for the resolution of matters under this Agreement in which Party directly interacted with individuals involved in AHS programs.
 - i. Party must employ measures to protect against destruction, loss, or damage of such records due to environmental hazards, such as fire and water damage.
 - ii. When complying with the Termination Assistance requirements of Attachment C section 27.C, Party must take all reasonable and prudent measures to ensure that such services provided under this Agreement are transitioned appropriately to other service providers, including coordination of care and reasonable retention and timely transfer of service records.

5. Non-Discrimination.

- A. Party shall not unlawfully discriminate, and will prohibit its employees, agents, subcontractors, sub-grantees and other service providers from unlawful 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 unlawfully 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.
- B. No person shall on the grounds of religion or on the grounds of sex (including, on the grounds that a woman is pregnant), be unlawfully 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.
- C. 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. Classification of Independent Contractors. Party staff residing in or whose primary workplace is located in the State of Vermont must be appropriately classified by Party as either “employees” or “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.

- A. Party agrees to ensure that all of its subcontractors or sub-grantees also remain in legal compliance with respect to classification of staff residing in or whose primary workplace is located in the State of Vermont.
- B. Party must, on request, provide to the Agency of Human Services information pertaining to the classification of such staff 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.

- A. Compliance with Applicable Law: Party must comply with applicable State and Federal law relating to the privacy and security of data, including but not limited to Vermont’s 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, protections for Exchange Personally Identifiable Information, 45 C.F.R. § 155.260, protections for Medicaid records, 33 V.S.A. § 1902a, protections for Department for Children and Families Records, 33 V.S.A. § 111, the Health Insurance Portability and Accountability Act (HIPAA) regulations, 45 CFR Parts 160 and 164, and federal rules for Confidentiality of Substance use Disorder Patient Records under 42 CFR Part 2 (“Part 2”).
- B. The notice required under the Use and Protection of State Information terms of Attachment C shall be provided to the Agency of Digital Services Chief Information Security Officer. <https://digitalservices.vermont.gov/about-us/contacts>.
- C. Following termination of this Agreement for any reason, the privacy and security requirements of this Agreement will continue to apply to all data received, obtained, or generated by Party under this Agreement until it is securely returned to the State or destroyed according to the terms of this Agreement or as instructed by the State.
- D. State Data:
 - i. Party must comply with the privacy and security requirements of Attachment C, and, as applicable, Attachments D, E, and H, with respect to all State Data.

- ii. Party is bound by the provisions of 42 CFR Part 2 with respect to any applicable State Data.
 - iii. Party must comply with all State requests for cooperation in its compliance with applicable law, rule, and practice for the privacy and security of State Data.
 - iv. Party must assume responsibility at its own expense for remediation activities required under applicable law in response to a security incident that compromises State Data ("Security Breach"). Such obligations will be determined at the sole discretion of the State, including a) notice to the Attorney General or Department of Financial Regulation, b) notice to affected consumers, c) investigation and remediation including but not limited to outside investigation, forensics, counsel, crisis management, and credit monitoring.
- E. Compliance With Privacy Practices for AHS-Funded Service Data: To the extent Party creates, obtains, or receives AHS-Funded Service Data, Party must adopt and adhere to privacy practices for the protection of such data. Such practices must conform with the requirements of AHS Rule No. 08-048 or applicable law and must address the use and disclosure of personal information that relates to any beneficiary or recipient of goods, services, or other forms of support.
- F. Use and Protection of AHS-Funded Service Data: The provisions of Attachment C Section 12 that apply to State Data also apply to AHS-Funded Service Data, except that:
- i. Party may use AHS-Funded Service Data for its own purposes, provided such use is consistent with its privacy practices and applicable law, except that Party must obtain written permission before providing or allowing AHS-Funded Service Data to be used to train artificial intelligence technologies.
 - ii. Party must securely destroy Confidential AHS-Funded Service Data a) following any period of retention required by this Agreement, law, professional or industry standard, or regulation, or b) as required by law.
 - iii. Party may collect, use, or disclose AHS-Funded Service Data in any manner consistent with its privacy practices and expressly permitted under AHS Rule No. 08-048.
 - iv. Party must promptly notify the State of a request or demand by a court, governmental agency, or other person asserting a demand or request for AHS Funded Service Data to the extent such request relates specifically to the services provided under this Agreement.
 - v. Party may update or correct AHS-Funded Service Data without prior written consent of the State but must employ appropriate controls to ensure such records will not be inadvertently or maliciously altered.
 - vi. To the extent permitted by applicable law, professional or industry standard, or regulation, Party may allow AHS Funded Service Data to be processed,

transmitted, stored, or transferred outside the United States consistent with the express terms of Party's notice of privacy practices, the express consent of the individuals who are the subject of such Data, or the express written permission of the State.

- vii. Party must comply with special terms provided, as applicable, in Attachment D under the heading "Special Privacy and Security Requirements."

G. In addition to any other indemnification obligations in this Contract, the Contractor shall fully indemnify and save harmless the State from any costs to the State resulting from a Security Breach or the unauthorized disclosure of State Data or AHS-Funded Service Data by the Contractor, its officers, agents, employees, and subcontractors.

8. State Computer Equipment and System Access. Unless expressly provided in Attachment A or D, Party must supply its own computing equipment, networking equipment, and internet access. To the extent Party is provided or otherwise obtains access to State systems, equipment, or accounts:

- A. Party is responsible for all damage, loss, or theft to State equipment resulting from acts or omissions of Party, its employees, agents, or subcontractors and
- B. Party will complete any training and comply with all applicable laws, rules, and policies, including applicable policies of the Vermont Agency of Digital Services, related to such access.

9. Compliance with Federal Intangible Asset Regulations. For Agreements receiving Federal funds, Party must ensure that title to intangible assets vests in the State and/or reserve appropriate licenses in intangible assets to Federal partners to the extent provided under applicable regulations, as may be further described in Attachment D under the heading Ownership and License in Work Product and Deliverables.

10. Intangible Assets. Except as necessary to comply with Section 9, Party agrees to the following terms.

A. Ownership and License in Work Product:

- i. Work Product will be owned by the State, regardless of the state of completion. All Work Product must be delivered to the State upon 30 days' notice by the State.
- ii. Provided Party grants State license, as described herein, to use any such Licensed Intellectual Property incorporated into Deliverables, Party will not be required to grant State ownership of Licensed Intellectual Property
- iii. To the extent exclusive title and/or complete and exclusive ownership rights in and to any Work Product may not originally vest in the State by operation of law or otherwise as contemplated hereunder, Party must immediately upon request, unconditionally and irrevocably assign, transfer and convey to the State all right, title and interest therein.

- iv. The State will have the sole and exclusive right to apply for, obtain, register, hold and renew, in its own name and/or for its own benefit, all patents and copyrights, and all applications and registrations, renewals and continuations thereof and/or any and all other appropriate protection related to Work Product and State Intellectual Property.
 - v. The State may grant license, title, or other rights in or to Work Product to Party only to the extent permitted under applicable law and according to terms modifying this Attachment F.
- C. Ownership and License in Non-State Work Product: To the extent Party creates or receives Non-State Work Product under this Agreement:
 - i. neither the State nor Party shall make any claim of rights, title, or ownership over Non-State Work Product; and
 - ii. Party must obtain from applicable third parties such rights, title, or ownership in Non-State Work Product as necessary to ensure any use or access to Non-State Work Product under this Agreement by, for the direct benefit of, or on behalf of the State.
- C. Ownership and License in Licensed Intellectual Property: Except as necessary to comply with the following terms of this subsection C, Party and/or its Licensors retain all rights, title, and interest in and to Licensed Intellectual Property.
 - i. To the extent delivered under this Agreement, upon full payment to Party in accordance with Attachment B, and subject to the terms and conditions contained herein, Party hereby a) assigns to State all rights in and to all Deliverables, except to the extent they include Licensed Intellectual Property and b) grants to the State or must, in the case of Licensed Intellectual Property owned by a third party, obtain for the benefit of State, a perpetual, non-exclusive, irrevocable, royalty-free license to use Licensed Intellectual Property for State's internal business purposes including, but not limited to, use in any manner or for any purpose described in Attachment A and to authorize others to do the same on the State's behalf.
 - ii. Where the use of Licensed Intellectual Property is necessary for the development and/or use of Deliverables, Party hereby grants to the State or must, in the case of Licensed Intellectual Property created by a third party, obtain for the benefit of State a royalty-free license for such use.
 - iii. Party must reserve for Federal funding partners any licenses required under Section 9 of this Attachment F.
 - iv. Party may not sell or apply for, obtain, register, hold and renew, in its own name and/or for its own benefit, any patents and copyrights and any applications and registrations, renewals and continuations thereof and/or any other protection related to Jointly Developed Works without written permission from the State or in any manner prohibited under Federal regulation.

D. State Intellectual Property:

- i. Party may not collect, access, or use State Intellectual Property for any purpose other than as specified in this Agreement.
- ii. Upon expiration or termination of this Agreement, Party will have no further right or license to State Intellectual Property and must return or destroy State Intellectual Property according to the terms of this Agreement.
- iii. Party acquires no rights or licenses, including, without limitation, intellectual property rights or licenses, to use State Intellectual Property for its own purposes. In no event may the Party claim any security interest in State Intellectual Property.
- iv. If Party is operating or hosting a system or application on behalf of the State of Vermont, then the Party must 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.

11. Other Provisions.

- A. Drug Free Workplace Act: Party will assure a drug-free workplace in accordance with 45 CFR Part 76.
- B. 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.
- C. Sub-Agreements: Party must include, as applicable, terms of this Attachment F in any subcontract, subaward, or assignment under this Agreement permitted pursuant to the terms of Attachment C. Notwithstanding such subcontract, subgrant, or assignment, Party will remain responsible for the full performance of this Agreement and compliance with this Attachment F as it applies to this Agreement, including any parts subcontracted, sub-awarded, or assigned to other parties.

APPENDIX 1 REPORTING FORMS

The following form(s) will be provided electronically upon execution of this grant agreement. Please note that reporting form(s) may be revised at any time during the grant term.

- **Progress Report – Form A**
- **Grant Financial Reconciliation and Request Form**

Completed reporting forms shall be submitted electronically to:
barbara.joyal@vermont.gov & AHS.DCFBOGrantsContracts@vermont.gov

FORM A: PROGRAM PROGRESS REPORT

Program Name:	
Grant Number:	
Prepared by Name:	
Reporting Period:	

COMPLETE THIS FORM FOR THE CURRENT REPORTING PERIOD, BY PROVIDING A SHORT, DETAILED NARRATIVE. PLEASE USE THE HEADERS AND NUMBERS AS YOUR OUTLINE. YOU MAY ATTACH ADDITIONAL SHEETS.

1. Key accomplishments during reporting period
2. Challenges or barriers encountered
3. Success stories and participant outcomes
4. Emerging service needs or trends
5. Corrective actions or program improvements implemented
6. Other – if you would like to address anything that is not included on this report, please do so:
7. Performance Monitoring Data (continue to next page):

PARTICIPANT ENROLLMENT AND ASSESSMENT

Kinship Caregivers Receiving Intake and Needs Assessment Within Established Timeframe (Target: 90%)

1. Number of kinship caregivers referred during reporting period:
2. Number of kinship caregivers enrolled during reporting period:
3. Number of enrolled caregivers receiving an intake and needs assessment:
4. Number of caregivers receiving assessment within required timeframe:
5. Average number of days from referral to assessment:
6. Percentage receiving assessment within timeframe:

Calculation: (# receiving assessment within timeframe ÷ # enrolled caregivers) × 100

SERVICE CONNECTIONS FOR CAREGIVERS

Kinship Caregivers Connected to at Least One Needed Service, Support, or Public Benefit (Target: 80%)

1. Number of caregivers with identified service/support needs:
2. Number of caregivers referred to services or benefits:
3. Number of caregivers successfully connected to at least one service, support, or benefit:
4. Total referrals made:
5. Type of services connected:
 - Financial assistance

- SNAP
- Medicaid
- Child care
- Housing
- Legal assistance
- Support groups
- Mental health services
- Other

Calculation:

$(\# \text{ caregivers connected to at least one service} \div \# \text{ caregivers with identified needs}) \times 100$

CHILD AND YOUTH SERVICE CONNECTIONS

Children and Youth Connected to Supports Identified in Service Plans (Target: 80%)

1. Number of children/youth with identified service needs:
2. Number of referrals made for children/youth:
3. Number of children/youth successfully connected to services:
4. Service categories:
 - Educational supports
 - Health care
 - Behavioral health services
 - Developmental services
 - Extracurricular/community programs
 - Mentoring programs
 - Other

Calculation:

$(\# \text{ children connected to identified supports} \div \# \text{ children with identified needs}) \times 100$

OUTREACH ACTIVITIES

Outreach Activities Conducted (Target: Minimum 12 annually)

1. For each outreach activity, report:
 - Date
 - Organization/partner name
 - Type of partner (e.g. School, Court, Health provider, etc.)
 - Type of activity (e.g. Presentation, Training, Resource fair, Networking event, etc.)
 - Number of attendees reached:
 - New partnership established (Yes/No):
2. Total outreach activities conducted this quarter
3. Cumulative outreach activities conducted year-to-date

CAREGIVER GOAL ACHIEVEMENT

Caregivers Meeting Goals Established at Beginning of Service Within 6 Months (Target: 80%)

1. Number of caregivers reaching six-month review period:
2. Number of caregivers with documented service goals:
3. Number of caregivers meeting all goals:
4. Number of caregivers meeting at least one goal:
5. Number of caregivers not meeting goals:
6. Most common goal areas (e.g. Financial stability, Public benefits access, Legal permanency, Child educational support, Behavioral health support, Respite care, Housing stability, etc.)

Calculation:

$$\left(\frac{\text{\# caregivers meeting established goals within 6 months}}{\text{\# caregivers reaching six-month review}} \right) \times 100$$