



STATE OF VERMONT
JOINT FISCAL OFFICE

MEMORANDUM

To: Joint Fiscal Committee members
From: Sorsha Anderson, Senior Staff Associate
Date: January 11, 2024
Subject: Grant Request – JFO #3176

Enclosed please find one (1) item, which the Joint Fiscal Office has received from the Administration.

JFO #3176: \$250,000.00 to the Agency of Human Services, Department of Mental Health from the National Association of State Mental Health Program Directors. These funds will increase rapid access to behavioral health care by supporting the peer service component of the mental health urgent care clinic being established in Chittenden County. This clinic will offer an alternative to seeking mental health care in emergency departments
[Received January 11, 2024]

Please review the enclosed materials and notify the Joint Fiscal Office (Sorsha Anderson: sanderson@leg.state.vt.us) if you have questions or would like this item held for legislative review. Unless we hear from you to the contrary by February 5, 2024, we will assume that you agree to consider as final the Governor's acceptance of this request.



State of Vermont
 Department of Finance & Management
 109 State Street, Pavilion Building
 Montpelier, VT 05620-0401

[phone] 802-828-2376
 [fax] 802-828-2428

Agency of Administration

**STATE OF VERMONT
 FINANCE & MANAGEMENT GRANT REVIEW FORM**

Grant Summary:						DMH is receiving \$250,000 from NASMHPD through the Transformation Transfer Initiative. Funds will be used to support rapid access to behavioral health care by supporting the peer service component of the mental health urgent care clinic being established in Chittenden County.								
Date:						1/2/2024								
Department:						Department of Mental Health								
Legal Title of Grant:						Transformation Transfer Initiative								
Federal Catalog #:						n/a								
Grant/Donor Name and Address:						National Association of State Mental Health Program Directors Alexandria, VA								
Grant Period:			From:			11/1/2023			To:			9/1/2024		
Grant/Donation						\$250,000								
		SFY 1		SFY 2		SFY 3		Total		Comments				
Grant Amount:		\$200,000		\$50,000		\$		\$250,000						
Position Information:			# Positions			Explanation/Comments								
			0											
Additional Comments:														
Department of Finance & Management						Adam Greshin Digitally signed by Adam Greshin Date: 2024.01.02 DocuSigned by:		(Initial)						
Secretary of Administration						Sarah Clark 04AB832CD55C738...		(Initial)						
Sent To Joint Fiscal Office								Date						




**State of Vermont**

Department of Mental Health
280 State Drive, NOB 2 North
Waterbury, VT 05671-2010
<http://mentalhealth.vermont.gov/>

Agency of Human Services

[phone] 802-241-0090
[fax] 802-241-0100
[tty] 800-253-0191

MEMORANDUM

TO: Kristin L. Clouser, Secretary of Administration
FROM: Alexia Venafra, Financial Manager III ^{DS}
DATE: December 12, 2023
RE: AA-1 for Transformation Transfer Initiative Subcontract Agreement
(HHSS283201700024I75S20321F42001)

Enclosed please find the documentation requesting approval for spending authority for a Subcontract Agreement (HHSS283201700024I75S20321F42001) between the Vermont Department of Health (DMH) and the National Association of State Mental Health Program Directors (NASMHPD). The Substance Abuse and Mental Health Services Administration (SAMHSA) created the Transformation Transfer Initiative (TTI), which provided modest funding awards to States via subcontract with NASMHPD.

The total project is for \$250,000 to use to support same day/rapid access to behavioral health care for crisis prevention and follow-up care by expanding availability and accessibility of mental health crisis services with a focus on meeting Vermonters where they are and creating a system that provides alternatives to seeking mental health care in emergency departments (EDs).

Vermont is establishing a Mental Health Urgent Care Clinic in Chittenden County through partnerships with the Howard Center, University of Vermont Medical Center, and other community partners. This project will support the peer service component of this mental health urgent care clinic, with a special focus on serving marginalized populations. This will include some or all of the following activities: developing, implementing, and integrating the peer support services and sustainability plans throughout the clinic. This work will improve and enhance services for individuals experiencing Serious Mental Illness (SMI) and Serious Emotional Disturbance (SED).

The plan is to use these funds to support a peer-operated entity to provide same-day and follow-up services to clients at the urgent care clinic, as well as to increase the visibility of peer support on-site, which adds a valuable treatment component and reduces stigma. The program is still in development, so the exact methods and practices are to be determined. This funding will be used to support that protocol development as well.

Please find the following documents enclosed:

- AA-1 memo
- AA-1 form
- Notice of Award email
- TTI Subcontract

If you have any questions, please contact me via email at alexia.venafra@vermont.gov.



STATE OF VERMONT REQUEST FOR GRANT (*) ACCEPTANCE (Form AA-1)

BASIC GRANT INFORMATION				
1. Agency:		Agency of Human Services		
2. Department:		Department of Mental Health		
3. Program:		Adult Mental Health		
4. Legal Title of Grant:		Transformation Transfer Initiative		
5. Federal Catalog #:		n/a		
6. Grant/Donor Name and Address: National Association of State Mental Health Program Directors, Alexandria, Virginia				
7. Grant Period:		From: 11/1/2023	To: 9/1/2024	
8. Purpose of Grant: To establish same day/rapid access to behavioral health care for crisis prevention and follow-up care by expanding availability and accessibility of mental health crisis services with a focus on meeting Vermonters where they are and creating a system that provides alternatives to seeking mental health care in emergency departments (EDs).				
9. Impact on existing program if grant is not Accepted: Vermont would miss a unique opportunity to provide alternative (and more appropriate) mental health care to Vermonters in mental health crisis seeking such care in emergency departments (EDs).				
10. BUDGET INFORMATION				
	SFY 1	SFY 2	SFY 3	Comments
Expenditures:	FY 2024	FY 2025	FY	
Personal Services	\$200,000	\$50,000	\$	
Operating Expenses	\$	\$	\$	
Grants	\$	\$	\$	
Total	\$200,000	\$50,000	\$	
Revenues:				
State Funds:	\$	\$	\$	
Cash	\$	\$	\$	
In-Kind	\$	\$	\$	
Federal Funds:	\$	\$	\$	
(Direct Costs)	\$196,000	\$49,000	\$	
(Statewide Indirect)	\$	\$	\$	
(Departmental Indirect)	\$4,000	\$1,000	\$	
Other Funds:	\$	\$	\$	
Grant (source)	\$	\$	\$	
Total	\$	\$	\$	
Appropriation No:	3150070000	Amount:	\$250,000	
			\$	
			\$	
			\$	
			\$	
			\$	

STATE OF VERMONT REQUEST FOR GRANT (*) ACCEPTANCE (Form AA-1)

	\$
Total	\$250,000

PERSONAL SERVICE INFORMATION

11. Will monies from this grant be used to fund one or more Personal Service Contracts? Yes No
 If "Yes", appointing authority must initial here to indicate intent to follow current competitive bidding process/policy.

Appointing Authority Name: _____ Agreed by: _____ (initial)

12. Limited Service Position Information:	# Positions	Title
Total Positions	0	

12a. Equipment and space for these positions: Is presently available. Can be obtained with available funds.

13. AUTHORIZATION AGENCY/DEPARTMENT

I/we certify that no funds beyond basic application preparation and filing costs have been expended or committed in anticipation of Joint Fiscal Committee approval of this grant, unless previous notification was made on Form AA-1PN (if applicable):

Signature: <i>Emily Hawes</i>	<small>DocuSigned by:</small> _____	Date: 12/13/2023
Title: DM... Commissioner	<small>C50275615A62462...</small>	
Signature: <i>Vern W. Dwyer</i>	<small>DocuSigned by:</small> _____	Date: 12/21/2023
Title: AHS Deputy Secretary	<small>8496AFD85AC04E5...</small>	

14. SECRETARY OF ADMINISTRATION

SC (Secretary or designee signature) *Sarah Clark* DocuSigned by: _____ **Date:** 12/18/2024 | 10:10
04AB832CD55C438...

15. ACTION BY GOVERNOR

Check One Box:
 Accepted *[Signature]* **Date:** 1/10/24
 Rejected (Governor's signature)

16. DOCUMENTATION REQUIRED

Required GRANT Documentation

- | | |
|--|--|
| <input checked="" type="checkbox"/> Request Memo
<input type="checkbox"/> Dept. project approval (if applicable)
<input checked="" type="checkbox"/> Notice of Award
<input checked="" type="checkbox"/> Grant Agreement
<input type="checkbox"/> Grant Budget | <input type="checkbox"/> Notice of Donation (if any)
<input type="checkbox"/> Grant (Project) Timeline (if applicable)
<input type="checkbox"/> Request for Extension (if applicable)
<input type="checkbox"/> Form AA-1PN attached (if applicable) |
|--|--|

End Form AA-1

(*) The term "grant" refers to any grant, gift, loan, or any sum of money or thing of value to be accepted by any agency, department, commission, board, or other part of state government (see 32 V.S.A. §5).

DS
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12/18/2023

Venafr, Alexia (She/Her)

From: Marina Hernandez <Marina.Hernandez@nasmhpd.org>
Sent: Thursday, November 16, 2023 12:30 PM
To: Dorf, Lee
Cc: Leah Holmes-Bonilla; Sosena Megabiaw; David Miller; Jane Tobler; Emmet Bloomer
Subject: Congratulations! TTI Award 2024 Notification
Attachments: FY24 TTI Contacts Sheet.xlsx

Importance: High

You don't often get email from marina.hernandez@nasmhpd.org. [Learn why this is important](#)

EXTERNAL SENDER: Do not open attachments or click on links unless you recognize and trust the sender.

Good Afternoon Lee Dorf,

Congratulations! SAMHSA notified us that **Vermont** was awarded the 2024 Transformation Transfer Initiative (TTI) for **Topic 1. Establishing same day/rapid access to behavioral health care for crisis prevention and follow-up care**. This year we received 57 applications for 50 possible TTI awards, with some states/territories having submitted multiple TTI applications. In the review process, your second **Topic 4. Crisis care and suicide prevention for high-risk populations** proposal was not selected to be funded for the TTI grant. However, if you would like the opportunity to receive additional TA funds, please let us know. We can arrange a meeting to discuss the allocation of funds at your request.

We look forward to beginning our work together. As a 2024 TTI recipient, we wanted to put a few things on your radar and ask for a small amount of information:

1.) In order to ensure you have received all the necessary information to begin work on your TTI, we will hold 3 orientation calls in **December**, and within the week we will send you registration information to sign up for one of the three sessions.

2.) Your monthly calls will begin in January. Please pick a date and time in the Doodle Poll below that works best for you and your team in January and the following months, and if your state has several TTIs please know that we schedule one call per state so please coordinate with your TTI colleagues. Please let us know if you would like to keep the same date and time for your calls each month.

To facilitate scheduling this call, please pick ONE slot in the doodle polls below that works best for you by COB Monday, December 1st, 2023.

<https://doodle.com/meeting/participate/id/boyEjyAe>

Please contact my colleague, Marina Hernandez via email at marina.hernandez@nasmhpd.org (cc'd on this email) with any questions regarding the scheduling of your call.

3.) Our financial folks will need to begin immediately on a contract between your department and NASMHPD for these TTI funds. Is there a contracting/finance person in your department with whom we can begin that contracting dialogue? If so, **please fill out all applicable fields in the attached contact sheet and email it back to Emmet Bloomer at emmet.bloomer@nasmhpd.org**. Also, please ensure that you reach out to your contracting/finance person prior to adding them onto the sheet. This is to ensure that they are prepared to receive the contracts that we will be sending out. Within the next several weeks, we will be sending a draft statement of work (SOW) for your reference as you develop your contract.

4.) We are assuming you will be your project coordinator and NASMHPD's main point of contact for this project. Please let us know ASAP if this is not correct.

5.) You will be added to the FY24 TTI listserv unless you let us know otherwise. We see this as a great way for 2023 TTI recipients to communicate with one another. In addition, it is a way for our NASMHPD TTI team to continue to include you on webinars and important information that we feel may benefit you and your initiatives.

We are very excited about your project and look forward to assisting you in any way we can in achieving your desired outcomes. We are available to answer any questions or assist you in any way; please do not hesitate to call or email me: my direct line is (703) 682-5196 (Leah.Holmes-Bonilla@nasmhpd.org).

Congratulations again and we look forward to working with your office in the next year on this exciting project.

Please email us and confirm receipt of this email.

Thank you,

Leah Holmes-Bonilla, M.Ed.
Senior Training & TA Advisor, TTI
National Association of State Mental Health Program Directors, NASMHPD
675 N Washington St Ste 470
Alexandria, VA 22314-1940
email: Leah.Holmes-Bonilla@NASMHPD.org
Phone: (703) 682-5196

Marina Hernandez
Program Specialist
NASMHPD
marina.hernandez@nasmhpd.org
703.662.3339

IMPORTANT CONFIDENTIALITY & LEGAL NOTICE This e-mail and any attachments from NASMHPD, Inc. may contain information that may be confidential or legally privileged. These documents are intended only for the use of the individuals or entities to which it is addressed. If you or your firm are not the intended recipient and have received this transmission mistakenly, you are hereby notified that reading, copying, disclosing, or distributing these documents, or taking any action based on the information contained within them, is strictly prohibited and may be unlawful. If you have received this e-mail in error, please notify us by calling 703.739.9333 immediately and permanently delete the original e-mail and destroy any copies or printouts of this e-mail as well as any attachments. This email is not a substitute for legal advice, and NASMHPD does not provide legal advice.

Subcontract Agreement
Subcontract Number: SC-3039.3-VT-01

This Subcontract Agreement is entered into effective **November 1, 2023**, between the National Association of State Mental Health Program Directors, hereinafter referred to as “**NASMHPD**” a corporation organized and existing under the laws of the District of Columbia, and the State of Vermont, Department of Mental Health hereinafter referred to as “**Subcontractor**”, collectively referred to as “**the Parties.**”

WHEREAS, NASMHPD has entered into Contract Number HHSS283201700024I75S20321F42001 entitled Transformation Transfer Initiative (TTI) with the Substance Abuse & Mental Health Services Administration, hereinafter referred to as “**Owner,**” pursuant to which NASMHPD is obligated to furnish the Government certain services and technical data, CFDA 93.243; and

WHEREAS, the Parties desire to enter into a subcontract, hereinafter called “the Subcontract,” under said Subcontract to establish the terms by which Subcontractor will furnish certain professional services to NASMHPD;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt of and sufficiency of which is hereby acknowledged, the Parties hereto hereby agree to the following:

1. Type of Contract

This is a **Fixed Price** type subcontract agreement for an amount not to exceed the amounts contained in the chart(s) shown below.

2. Period of Performance

The period of performance of this subcontract shall be from **November 1, 2023**, through **September 1, 2024**, which represents the **Contract Year**.

3. Funding

a. Total Project Pricing

The Total Project Pricing consists of the core activities which remain unchanged throughout the project. It is expected that all assigned work will be fully completed by the end of the awarded period.

b. Tasks

The following task(s), if any, have been assigned to Subcontractor as defined in the Attachment 1 – Statement of Work:

Topic Area Funded	Amount Funded
Topic 1 - Establishing Same Day/Rapid Access to Crisis Prevention and Follow-up Care	\$ 250,000
Total Awarded Amount	\$ 250,000

c. Maximum Funding Obligation

The maximum obligation of this subcontract represented by the sum of all assigned tasks plus any Changes to the pricing obtainable for completion of this subcontract is **\$250,000**.

4. Statement of Work

Subcontractor shall provide the management, resources, materials, and services necessary to perform certain tasks set forth in the Statement of Work, hereinafter called the “Work” included in **Attachment 1 “Statement of Work”**.

The Subcontractor shall provide monthly deliverables to NASMHPD’s Project Director by the first working day of the month following the reporting period. The final report is due on the last day of the Period of Performance. The NASMHPD Project Director shall review and approve all reports and may provide suggestions to be incorporated into a revised final product. Acceptance of the final product shall not be unreasonably delayed by NASMHPD. If NASMHPD does not accept the Work, it must give notification to Subcontractor in writing, stating the reason(s) for rejection of the Work and providing suggestions for revision. Subcontractor shall have thirty (30) days in which to revise the product.

5. Payment

Payment of any amount due from NASMHPD to the Subcontractor for work performed under this Subcontract is contingent upon satisfactory completion of the Work in accordance with the schedule specified in **Attachment 2 “Payment Schedule”** and acceptance of the work by NASMHPD’s Project Director and Owner.

NASMHPD will make payment to the Subcontractor within ten (10) business days after receipt of reimbursement from the Owner. Payments may be delayed in the event that a technical report is submitted after the due dates described in Section 3 “Statement of Work”. Work received ten (10) days after the reporting period will be delayed until the next reporting cycle.

6. Consideration

The following are terms and conditions of consideration for subcontract.

a. Items Unallowable Unless Otherwise Authorized

Unless authorized in writing by the NASMHPD Contracting Officer, the costs of the following items shall be unallowable as direct costs:

- (1) Acquisition, by purchase or lease, of any interest in real property;
- (2) Special rearrangement or alteration of facilities;
- (3) Accountable Government Property (defined as both real and personal property with an acquisition cost of \$1,000 or more, with a life expectancy of more than two years) and “sensitive items” (defined and listed in the Subcontractor’s Guide for Control of Government Property) regardless of dollar value;
- (4) Purchase or lease of any personal computer, related item of hardware, or software, regardless of dollar value;
- (5) Travel costs of any kind;
- (6) Cost of venue rental for meetings, conferences, workshops, trainings, etc.;
- (7) Cost of food and/or light refreshments for meetings, conferences, workshops, trainings, etc.;
- (8) Cost of courier service for delivery of any vouchers under this Subcontract;
- (9) Cost of preparing proposals for Subcontracts;
- (10) Cost of marketing, advertising, social media, etc.

7. Confidentiality

“Records”: All working papers and such other information and materials as may have been accumulated by the Subcontractor in Performing the Contract, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries, memoranda and correspondence, kept or stored in any form.

All documents, software, reports, data, records, forms, and other materials developed by the Subcontractor for NASMHPD or its clients or obtained by the Subcontractor in the course of performing any Services (including, but not limited to, client records) are proprietary, confidential, and trade secret information of NASMHPD. The Subcontractor shall not publish or otherwise disclose or distribute any reports, data, or proprietary, confidential, or trade secret information generated or obtained in the course of performing this Subcontract without NASMHPD’s express prior written consent.

The Subcontractor agrees to hold in confidence any information or data obtained during the course of the activities outlined in the scope of work unless given express written permission from NASMHPD. All information provided to the Subcontractor shall be used only for purposes of Subcontract performance. NASMHPD recognizes that contractor has and will have access to certain proprietary information (collectively, “Information”) which are valuable, special and unique assets of NASMHPD and need to be protected from improper disclosure. In consideration for the disclosure of the Information, Subcontractor agrees that Subcontractor will not at any time or in any manner, either directly or indirectly, use any Information for Subcontractor’s own benefit, or divulge, disclose or communicate in any manner any Information to any third party without the prior written consent of NASMHPD. A violation of this paragraph shall be a material violation of this Agreement.

If it appears that Subcontractor has disclosed (or threatened to disclose) Information in violation of this Agreement, NASMHPD may seek injunctive relief to prevent Subcontractor from disclosing, in whole or in part, such Information, or from providing any services to any party to whom such Information has been disclosed or may be disclosed.

In the event that the Information has already been disclosed in violation of this Agreement, Subcontractor shall make every effort to recover the information at Subcontractor’s expense.

Freedom of Information.

- (a) NASMHPD acknowledges that the Subcontractor must comply with the Freedom of Information Act, C.G.S. §§ 1-200 et seq. (“FOIA”) which requires the disclosure of documents in the possession of the State upon request of any citizen, unless the content of the document falls within certain categories of exemption, as defined by C.G.S. § 1-210(b).

Upon termination of this Agreement or upon request from NASMHPD, Subcontractor shall deliver all records, notes, data, memoranda, copies, models and equipment of any nature that are in Subcontractor’s possession or under Subcontractor’s control and that are NASMHPD’s property or relate to NASMHPD’s business.

Subcontractor will disclose information pursuant to a subpoena or other lawful order of disclosure.

The confidentiality provisions of this Agreement shall remain in full force and effect after the termination of this Agreement.

8. Intellectual Property

This Section shall survive the expiration or termination of this Subcontract.

- a. **NASMHPD Prior Intellectual Property**
NASMHPD's patents, copyrights, trade secrets, trademarks, licenses, or other rights to and in any existing presentations, specifications, drawings, sketches, models, samples, data, computer programs, documentation or other technical or business information, or proprietary information, developed prior to, or independently of this Agreement, and whether written formally or provided verbally to Subcontractor, are owned by NASMHPD and Subcontractor shall have no rights thereto.
- b. **Subcontractor Prior Intellectual Property**
Subcontractor retains its ownership, right, title and interest in patents, copyrights, trade secrets, trademarks, licenses, or other rights to and in any existing presentations, specifications, drawings, sketches, models, samples, data, computer Programs, documentation or other technical or business information, or proprietary information ("Subcontractor Intellectual Property"), developed prior to, or independently of, performance of this Agreement, to the extent such items are marked and identified if provided to NASMHPD, and agreed by NASMHPD in advance to so be incorporated into materials delivered under this Agreement. Subcontractor expressly grants NASMHPD a nonexclusive, royalty-free license to use all such property provided to NASMHPD for the purposes of this subcontract only.
- c. **Works During the Term of Agreement**
NASMHPD and Subcontractor agree that the Project may result in tangible and enduring products, which may include reports, conference agendas, conference summaries, papers, books, surveys, tools, training materials and formats, presentation materials, videos, articles, webinars, engagement plans, and/or other materials and deliverables ("Work Products").

As between NASMHPD and Subcontractor, Subcontractor shall own the rights to Work Products created under this Agreement.

To the extent permitted by applicable law and subject to applicable legal obligations, Subcontractor agrees to grant and hereby grants to NASMHPD and Owner, solely for the purpose of complying with its obligations under the Award, and NASMHPD a royalty-free, paid up, worldwide, perpetual, irrevocable, non-exclusive, unrestricted license to all Work Products created under this Agreement, with the right to sublicense, use, reproduce, publish, distribute, disseminate, adapt, modify, create, or have created, derivatives of, or otherwise use the Work Products created under this Agreement, with appropriate attribution, for any purpose consistent with Substance Abuse & Mental Health Services Administration's mission and authorizing law.

- d. **Third Party Intellectual Property**
In performing this Agreement, Subcontractor will not design or develop any writings, presentations, specifications, drawings, sketches, models, samples, data, computer programs, program codes, source code, framework, compression or archive files, library's files, scripts, documentation or other technical or business information, that infringe the copyright, patents or other intellectual property rights of a third party, or incorporate any copyrighted material of a third party (even with the permission of that third party) into items delivered under this subcontract, without the written identification to, and approval of, NASMHPD. If Subcontractor becomes aware of any possible infringement in the course of performing this Subcontract, it shall immediately so notify NASMHPD in writing.

e. **Government Property**

This Section is subject to the rights of the Government, and any contrary or additional provisions under FAR clause 52.227-14, Rights in Data, together with any Alternates, as may be specified.

All documents, presentations, analysis, video and audio files, artwork (web pages), and any other materials that are copyrightable should contain the following statement:

“This work is licensed under Creative Commons Attribution-ShareAlike 4.0 International License (CC BY-SA 4.0) unless otherwise stated or superseded by another license. You are free to share, copy, and remix this content so long as it is attributed, and done so under a license similar to this one.

This work was funded by Substance Abuse & Mental Health Services Administration under Contract Number HHSS283201700024I75S20321F42001 entitled Transformation Transfer Initiative (TTI); and the National Association of State Mental Health Program Directors (NASMHPD), Inc. under Subcontract Number SC-3039.3-VT-01.”

9. No Direct Dealing

Except as authorized by NASMHPD, the Subcontractor shall not communicate directly with the Owner regarding any matter which is within the scope of NASMHPD’s responsibility under the Contract. Authorization by NASMHPD for the Subcontractor to communicate with the Government shall not be unreasonably withheld. This prohibition is not applicable to communications with the Owner necessary to perform the Work.

The Subcontractor shall not communicate with the Owner regarding any matter of dispute with the NASMHPD. Any matter of dispute shall be resolved strictly through the Disputes provisions of this Subcontract.

10. Conduct and Quality of Work

In performance of the Work, the Subcontractor shall:

- (1) Provide the personnel, services, materials, and facilities necessary for its accomplishment in an efficient and economical manner and in conformity with high professional standards;
- (2) Use all reasonable efforts to obtain all materials at the lowest practicable cost. The Subcontractor agrees that no equipment shall be purchased under this Subcontract agreement;
- (3) Keep NASMHPD fully and currently informed concerning the Work;
- (4) Cause the composition, workmanship, printing, reproduction, and substantive content of all studies, reports, evaluations, charts, tables, graphs, and other data and information furnished under this agreement to conform to the general professional and accepted standards of the Subcontractor’s profession and to be suitable for dissemination and use without further revision by NASMHPD.

11. Amendments

All amendments to this Subcontract shall require the written agreement of both Parties in order to be binding. NASMHPD may unilaterally exercise option years, if any, if authorized by the Owner to do so.

NASMHPD shall have the right by written notice to change the extent of work covered under this Subcontract, the specifications or other descriptions herein, the time, method, or place of delivery or inspection, the method of shipping or packaging, or to suspend work. Upon receipt of any such notice, Subcontractor shall proceed promptly to make the changes in accordance with terms of the notice. If any such changes cause a change in the cost of performance or in the time required for performance, an equitable adjustment in the price and/or performance schedule shall be negotiated promptly and the Subcontract amended accordingly in writing.

Subcontractor shall deliver to NASMHPD as promptly as possible, and in any event within ten (10) days after receipt of a change notice, a statement showing the effect of any such change on the performance schedule and cost to perform. Such a statement shall be supplemented within five (5) days from the date thereof by detailed specifications of the amount of the price adjustment requested, and supporting cost figures. Pending agreement on equitable adjustment, if any, Subcontractor shall proceed diligently in performing the Work as changed.

12. Cancellation or Termination

NASMHPD may, by written notice to Subcontractor, cancel this Subcontract Agreement, in whole or in part, for any reasonable cause, at any time, subject to the following:

- (1) **Convenience:** In the event of a written termination notice (other than for default) from NASMHPD, the Subcontractor shall:
 - i. Stop performance of the Subcontract, or the portion of the subcontract affected as applicable on the date specified in the Notice of Termination;
 - ii. Enter into no further subcontracts, modifications, obligations or extensions to the extent NASMHPD directs in its notice;
 - iii. Assign to NASMHPD all rights of Subcontractor under all tertiary subcontracts and/or consultant agreements;
 - iv. Terminate any tertiary subcontracts and/or consultant agreements as directed by NASMHPD, or that fall under the work being terminated;

Subcontractor shall submit a termination claim within 3 months after date of termination incorporating all claims of termination of the Subcontractor. The amount to which the Subcontractor shall be entitled upon complete termination (other than for default) of the Agreement shall be determined by the parties hereto as being a fair and reasonable amount for the effort performed prior to the date of termination including an allowance for reasonable settlement expenses.

In the event payment has been made by NASMHPD in excess of the amount determined as being the entitlement of the Subcontractor under the provisions of this Article, Subcontractor shall repay such excess amounts. In the event payments made by NASMHPD are less than the amount determined as being the entitlement of the Subcontractor under the provisions of this Article, NASMHPD shall pay Subcontractor such difference.

The final cost settlement shall be mutually agreed upon pursuant to Government Procurement and Cost standards as contained in the Federal Acquisition Regulations (FAR).

- (2) **Default:** Whenever the Subcontractor shall default in performance of this Agreement, including failure by Subcontractor to make progress in the execution of the work herein specified, failure to cure such default or poor performance or show good faith efforts to cure such default or poor performance, within a period as NASMHPD may reasonably allow, but in any event after being advised by NASMHPD of the reason for default or poor performance, NASMHPD may, in addition to any other remedies afforded by law, terminate the Agreement and Charge Subcontractor any reasonable costs for re-procurement of the specified supplies/services in **Attachment 1 “Statement of Work”**.

Settlements shall be subject to final determination by the NASMHPD Chief Financial Officer and shall follow standards similar to those set forth in the FAR for settlement of claims incident to termination actions for default.

- (3) **Force Majeure:** Neither of the Parties shall be liable because of any failure in performance of this Agreement if such failure arises out of causes beyond the adversely affected party’s control and without the fault or negligence of the Parties. Such causes include, but are not limited to, acts of God, acts or decisions of governmental officials or authorities, fires, floods, epidemics, quarantines, strikes, and labor disputes.

In the event of such an occurrence, the Subcontractor shall promptly notify NASMHPD of the facts of the Force Majeure and describe in detail the damages and setbacks incurred as a result. The Parties shall come to a reasonable accommodation on the period of performance of this agreement.

13. **Assignment and Subcontract**

Neither this Subcontract nor any duty or right hereunder shall be delegated or assigned by Subcontractor without the prior written consent of NASMHPD.

14. **Disclaimer and Insurance**

a. Disclaimer.

While NASMHPD strives to make the information provided to Subcontractor in the telephone consultations based upon the most current and accurate practices as possible, NASMHPD makes no claims, promises, warranties, or guarantees about the accuracy, completeness, or adequacy of the contents presented and expressly disclaims liability for errors and omissions.

Additionally, it is expected that the Subcontractor will alter the recommendations and suggestions to fit their specific needs and requirements, and as experience dictates different approaches. Therefore, NASMHPD cannot accept any liability and provides no warranty.

b. Insurance.

Subcontractor agrees to carry all reasonable forms of insurance or self-insurance including general comprehensive liability insurance, and any additional insurance required by any applicable laws or regulations, to cover itself, its employees, consultants and agents in accordance with industry standards to name NASMHPD as an additional insured, to provide NASMHPD written evidence of such insurance, and to notify NASMHPD promptly in the event of any cancellation or modification of such insurance. Subcontractor may be requested to submit evidence of insurance in the minimum amount of \$1,000,000 upon execution of this Agreement,

and annually at the beginning of each optional year, if any, to the attention of the Contracts Officer.

15. Compliance with Federal, State, and Local Laws

Subcontractor warrants that in the performance of work under this Agreement it will comply with all applicable federal, state, provincial, and local laws and ordinances and all lawful orders, rules, and regulations hereunder, including but not limited to applicable Executive Orders and federal regulations governing the Contract which have bearing upon the Subcontract as written.

Subcontractor shall obtain and maintain all required licenses, permits, and authorizations to enable performance of duties hereunder.

16. E-Verify

This Subcontract will require the subcontractor, and lower tier subcontractors, to use the “E-Verify” system as the means of verifying employment eligibility of all employees hired after November 6, 1986, who is directly performing work, in the United States if the following conditions are met:

1. this Subcontract is funded under a federal prime contract that exceeds the Federal threshold for simplified acquisition at the time of its letting, or is subsequently amended, and
2. lasts 120 days or more, and
3. is not for the purchase of commercially available goods and/or services, and
4. is not an exempted organization.

Exempted organizations are:

1. The 50 states, the District of Columbia, Puerto Rico, Guam, and the U.S. Virgin Islands, and Local governments,
2. Institutions of higher education as defined in 20 USC 1001(a),
3. Governments of federally recognized Native American tribes, or
4. Sureties performing under a takeover agreement entered into with a federal agency under a performance bond.

17. Notices and Correspondence

a. NASMHPD Technical Direction

The NASMHPD Project Manager for this Subcontract is identified in **Attachment 1 “Statement of Work”**:

The Project Manager is NASMHPD point of contact for all technical matters under this Subcontract. The Project Manager is authorized to issue technical directions under this Subcontract on behalf of NASMHPD. This direction may include instruction to the Subcontractor which provides details, suggests possible lines of inquiry, or otherwise completes the work set forth. This direction may not constitute new assignments of work or changes, modifications, or amendments such as to justify an adjustment in the Subcontractor’s terms, conditions, performance schedule, and/or price.

b. Financial and Invoicing Contacts

To NASMHPD	To Subcontractor
Jay Meek, CPA	Lee Dorf
Chief Financial Officer	Director of Operations, Planning & Development
NASMHPD	Vermont Department of Mental Health
675 N Washington St, Ste 470	280 State Drive – NOB 2 North
Alexandria, VA 22314	Waterbury, VT 05671
Tel: 703-682-5186	Tel: 802-585-0885
Email: jay.meek@nasmhpd.org	Email: Lee.Dorf@vermont.gov

c. Contractual and Legal Matters

To NASMHPD	To Subcontractor
Jay Meek, CPA	Lee Dorf
Chief Financial Officer	Director of Operations, Planning & Development
NASMHPD	Vermont Department of Mental Health
675 N Washington St, Ste 470	280 State Drive – NOB 2 North
Alexandria, VA 22314	Waterbury, VT 05671
Tel: 703-682-5186	Tel: 802-585-0885
Email: jay.meek@nasmhpd.org	Email: Lee.Dorf@vermont.gov

18. Required Terms and Conditions

This Agreement incorporates one or more clauses by reference, with the same force and effect as if they were given in full text, provided, however, that if the date or content of any of the clauses listed in Attachment 3 “Clauses Incorporated by Reference is different from the date or content of the clause incorporated in the prime contract referenced by number herein, the date or content of the clause incorporated by said prime contract applies instead. Those clauses required by the FAR and HHSAR as flow down clauses but not listed below are deemed to apply in full force and effect to this Agreement. [FAR 52.252-02]

Upon request, NASMHPD will make their full text available. The full text of a clause may be accessed electronically at this address: <https://www.acquisition.gov/browse/index/far> .

Subcontractor agrees to flow down all applicable FAR and supplementary clauses to lower-tier subcontractors.

As it relates to the clauses incorporated by reference in Attachment 3, the following applies:

- (a) Unless one of the exceptions provided in (b) below shall apply: the term "Contract" shall mean "Subcontract"; the term "Contractor" shall mean "Subcontractor"; the term "Government" shall mean "NASMHPD"; and the term "Contracting Officer" shall mean “NASMHPD’s Executive Director or other authorized individual."
- (b) The following instances are exceptions to the general rules as provided in (a) above:
 1. Where it is clear, by the context of the provision itself or the conditions under which it is being applied, that the reference is intended to refer to the Government, its officers or agents, or the prime contractor specifically;

2. Where an explicit provision of this Agreement states a contrary intent;
 3. Where access to proprietary financial information or other proprietary data is required; or
 4. Where interpretation in accordance with the rules stated above would place the prime contractor in a position of violating the equivalent or related provisions of the Prime Contract whereas construction of the terms without modification would not.
- (c) References in any provision incorporated by reference herein to the "Disputes" clause shall be construed as references to the "Disputes" provision contained elsewhere herein. No provision herein shall be taken to imply any direct access on the part of the Subcontractor to the Disputes process as defined in the terms of the Prime Contract.

19. Solicitation and Hiring

The Subcontractor and NASMHPD each agree that they will not directly recruit for purposes of employment any employee of the other who is assigned to work under the subcontract for one (1) year following the termination of this Subcontract, unless mutually agreed to by the two Parties.

20. Forbearance Not a Waiver

The Forbearance by NASMHPD of any right under this Subcontract or of any remedy for any breach of this Subcontract by Subcontractor shall not constitute a waiver of the right or of the breach, or of any subsequent breach of Subcontractor, or of any provision of this Subcontract.

21. Survival of Terms

Any terms or conditions providing obligations on the part of either party that are clearly intended by the parties to survive Subcontract completion or termination shall be in full force and effect until the obligation has been fulfilled.

22. Applicable Law

Federal contracting law shall govern the interpretation and application of any Federal contract or procurement or other statute, regulation, or clause that is cited, incorporated, or involved in this Agreement. Where no Federal contracting law is applicable, the appropriate laws of the State of Vermont shall apply.

23. Pre-suit Mediation

Any claim, controversy, or dispute concerning questions of fact or law, arising out of or relating to this Subcontract, its performance, or alleged breach, which is not disposed of by agreement or other means, shall be resolved through Pre-suit Mediation with the Bar Association of Virginia or other suitable and appropriate entity agreeable to both parties, and judgment upon the award rendered in such mediation may be entered in any court having jurisdiction. Pending final decision of a dispute hereunder, the Subcontractor agrees to proceed diligently with the performance of this Subcontract in accordance with the decisions of NASMHPD.

24. Communications with the Owner

Subcontractor agrees to communicate directly with NASMHPD and, if so expressly directed by NASMHPD, with Owner to perform this Subcontract. Progress and any problems associated with the performance of the Work should be reported to NASMHPD Project Director. The Subcontractor expressly acknowledges its primary accountability to NASMHPD and, in turn, NASMHPD accountability to Owner. The Subcontractor, therefore, agrees to notify NASMHPD immediately of any technical direction which, for whatever reasons or under whatever circumstances, is provided directly to it by Owner and which is not included in the Work.

25. Electronic Signatures

Each party agrees that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

26. Entire Agreement

This Subcontract Agreement contains the entire agreement of the parties hereto, and cancels and supersedes any previous understandings or agreements related to the work described herein, whether written or oral. All changes to this Agreement must be agreed to in writing and appropriately witnessed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto execute this Agreement.

<p>For: State of Vermont, Dept Mental Health</p> <hr/> <p>Emily Hawes, Commissioner</p> <hr/> <p>Date</p>

<p>For: NASMHPD</p> <hr/> <p>Brian M. Hepburn, M.D., Executive Director</p> <hr/> <p>Date</p>

Attachments:

- Attachment 1 Statement of Work
- Attachment 2 Schedule of Payments
- Attachment 3 Clauses Incorporated by Reference
- Attachment 4 SAMHSA Information Technology Contract Requirements

ATTACHMENT 1**STATEMENT OF WORK****Project Technical Management**

The points of contact for Technical or Project Management matters under this Subcontract are as follows:

NASMHPD
David Miller, MPAff
Project Director
NASMHPD
675 N Washington St, Ste 470
Alexandria, VA 22314
Tel: 703-682-5194
Email: david.miller@nasmhpd.org

Subcontractor		
Lee Dorf	Allie Nerenberg	Jeremy Therrien
Director of Operations, Planning & Development	Care Management Director	Crisis Program Director
Vermont Department of Mental Health		
166 Horseshoe Drive		
Waterbury, VT 05671-2010		
Tel: 802-585-0885		
Lee.Dorf@vermont.gov	Alexandra.Nerenberg@vermont.gov	Jeremy.Therrien@vermont.gov

The Project Manager is authorized to issue technical directions under this Subcontract on behalf of NASMHPD. This direction may include instruction to the Subcontractor which provides details, suggests possible lines of inquiry, or otherwise completes the work set forth. This direction may not constitute new assignments of work or changes, modifications, or amendments such as to justify an adjustment in the Subcontractor's terms, conditions, performance schedule, and/or price.

All reports must contain the following information:

- (1) Report date and period covered;
- (2) Name and Address of Subcontractor;
- (3) Subcontract Number: SC-3039.3-VT-01
- (4) Topic letter and title
- (5) Signature line with name, title, phone number, email, and mailing address of person to be notified in event of questions

Project summary report

A brief one to two page summary of activities describing tasks completed, issues faced and their resolution and the status of tasks. Completed tasks should display the date completed. The summary status reports should be submitted for each topic awarded.

Specific Deliverables and Statement of Work

Topic 1: Establishing same day/rapid access to behavioral health care for crisis prevention and follow-up care

1. Specific Overarching Goals—Define anticipated outcomes

Vermont is establishing a Mental Health Urgent Care Clinic in Chittenden County through partnerships with the University of Vermont Medical Center and other behavioral health agencies. This project will support the peer service component of this mental health urgent care clinic, with a special focus on serving marginalized populations. This will include developing, implementing, and integrating the peer services and sustainability plans throughout the clinic. Vermont will use funding to support a peer-operated entity to provide same-day and follow-up services to clients at the urgent care clinic, and to increase the visibility of peer support on-site, which adds a valuable treatment component and reduces stigma. Funding will also be used to support protocol development. Since the program is still in development, exact methods and practices will be determined through stakeholder engagement. This work will improve and enhance services for individuals experiencing SMI and SED.

2. Collaborating Organizations and Partners

Vermont will engage some or all of the following partners in the planning and implementation of this initiative: Chittenden County local hospital, the University of Vermont Medical Center (UVMMC); the Federally Qualified Health Center, Community Health Center of Burlington (CHCB); and a primarily peer focused SSA, Pathways Vermont.

3. Target Population

Adults aged 18 years and older experiencing acute mental health crises

4. Peer/lived experience involvement

Vermont will involve and engage peers with lived experience during the planning and implementation of this initiative.

5. Outcome Evaluation Methods

Evaluation Measures will include some or all of the following:

- i. Feedback from the community, people who interact with the Mental Health Clinic, and other partners such as the local hospital and their emergency department (ED).
- ii. Tracking certain data points, such as service utilization, number of interventions, number of times client disposition was the ED vs the number of times the ED was avoided due to these services, and more.
- iii. Continuing the tracking of the number of crisis assessments happening in the ED and ED wait times

6. Sustainability Plans

DMH has funds earmarked for these types of initiatives providing crisis mental health in setting alternative to Emergency Departments. Most of the funds available for projects like this will be funded by one-time Medicaid HCBS-FMAP funds with the goal of incorporating sustainability plans revolving around the rehabilitative services benefit for emergency care. DMH also has some funding available for programs like this through a SAMHSA Community Mental Health Block Grant. This TTI initiative is an initial effort to make the development of this new program as successful, accessible, and welcoming as possible for its clients, and therefore Vermont would like to see additional peer support available on-site and as follow-up to care received at the clinic. The long-term plan beyond the one-time funds currently supporting this initiative is to develop a Medicaid and insurance billable rate to cover these services. This

will include the billing of Peer Support services once added to our state plan. DMH has been working towards Peer Credentialing in the State, in part to allow for those peer-provided services to be billable.

ATTACHMENT 2**VERMONT PAYMENT SCHEDULE****Contract Amount Awarded Per Topic Area**

Topic Area Funded	Amount Funded
Topic 1 - Establishing Same Day/Rapid Access to Crisis Prevention and Follow-up Care	\$ 250,000
Total Awarded Amount	\$ 250,000

Payment Schedule:

The schedule of payments is set forth below. Upon acceptance of the Work product by the Project Manager for each period as described in Attachment 1 “Statement of Work”, one-ninth (1/10th) of the total Subcontract amount will be payable each month.

Payments are based upon the receipt and acceptance of status reports which are due on the first of the month following the reporting period. Reports received after the 1st of the month will be processed for payment with the next month’s reporting cycle. Reports submitted after the first may or may not be processed in that month. If the report is received after the Owner has been invoiced, the report will be processed with next month’s reports.

TTI Payment Schedule – Topic Area 3

Topic 1 - Establishing Same Day/Rapid Access to Crisis			
Period Start	Period End	Amount	Report Due
11/01/2023	11/30/2023	\$ 25,000.00	12/01/2023
12/01/2023	12/31/2023	\$ 25,000.00	01/01/2024
01/01/2024	01/31/2024	\$ 25,000.00	02/01/2024
02/01/2024	02/29/2024	\$ 25,000.00	03/01/2024
03/01/2024	03/31/2024	\$ 25,000.00	04/01/2024
04/01/2024	04/30/2024	\$ 25,000.00	05/01/2024
05/01/2024	05/31/2024	\$ 25,000.00	06/01/2024
06/01/2024	06/30/2024	\$ 25,000.00	07/01/2024
07/01/2024	07/31/2024	\$ 25,000.00	08/01/2024
08/01/2024	08/15/2024	\$ 25,000.00	08/15/2024
Total		\$ 250,000.00	

ATTACHMENT 3**CLAUSES INCORPORATED BY REFERENCE*****GENERAL CLAUSES FOR A FIXED PRICE CONTRACT*****I. FEDERAL ACQUISITION REGULATION (FAR) (48 CFR CHAPTER 1) CLAUSES**

The full text of a clause may be accessed electronically at this address: <https://www.acquisition.gov/far/part-52>

FAR Clause	Date	Title
52.202-1	Jun-2020	Definitions.
52.203-19	Jan-2017	Prohibition on requiring Certain Internal Confidentiality Agreements or Statements
52.204-27	Jun 2023	Prohibition on a ByteDance Covered Application.
52.209-6	Jun-2020	Protecting the Government's Interests When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment.
52.222-21	4/1/2015	Prohibition of Segregated Facilities.
52.222-26	9/1/2016	Equal Opportunity.
52.222-35	6/1/2020	Equal Opportunity for Veterans.
52.222-36	6/1/2020	Equal Opportunity for Workers with Disabilities.
52.222-37	6/1/2020	Employment Reports on Veterans.
52.222-40	12/1/2010	Notification of Employee Rights Under the National Labor Relations Act.
52.222-53	5/1/2014	Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements.
52.222-54	10/1/2015	Employment Eligibility Verification.
52.223-18	6/1/2020	Encouraging Contractor Policies to Ban Text Messaging While Driving.
52.225-13	2/1/2011	Restrictions on Certain Foreign Purchases.
52.232-23	5/1/2014	Assignment of Claims.
52.233-4	10/1/2004	Applicable Law for Breach of Contract Claim.
52.246-25	2/1/1997	Limitation of Liability - Services.
52.249-14	4/1/1984	Excusable Delays.
52.251-1	4/1/2012	Government Supply Sources.
52.253-1	1/1/1991	Computer Generated Forms.

II. DEPARTMENT OF HEALTH AND
HUMAN SERVICES ACQUISITION
REGULATION (HHSAR) (45CFR PART 3)

The full text of a clause may be accessed electronically at this address:

<https://www.acquisition.gov/hhsar/part-352-solicitation-provisions-and-contract-clauses>

HHSAR	Date	Title
352.203-70	Dec 2015	Anti-Lobbying.
352.222-70	Dec 2015	Contractor Cooperation in Equal Employment Opportunity Investigations
352.237-74	Dec 2015	Non-Discrimination in Service Delivery.

[End of GENERAL CLAUSES FOR A FIXED PRICE CONTR

ATTACHMENT 4

SAMHSA INFORMATION TECHNOLOGY (IT) CONTRACT REQUIREMENTS

Federal and SAMHSA Standards and Terminology

A. Data and copyrights

- 1) "Data" means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.
- 2) Before development of any software for SAMHSA, the Subcontractor shall understand and communicate any questions to SAMHSA regarding FAR Subpart 27.4 – Rights in Data and Copyrights.
- 3) The Subcontractor shall not integrate any proprietary or commercial licensed software that cannot be severable at close out without the government incurring licensing costs or loss in functionality.

B. Systems

- 1) The term "information system" means a discrete set of information resources organized for the collection, processing, maintenance, transmission, and dissemination of information, in accordance with defined procedures, whether automated or manual.
- 2) For additional guidance, see [OMB Circular A-130](#).

C. SAMHSA technology standards

- 1) SAMHSA's Capital Planning Investment Control (CPIC), Enterprise Architecture, Mobile, Privacy and Security and Website technology standards are available, see: [SAMHSA Technology Standards](#).

D. Federal records

- 1) "Federal record" as defined in 44 U.S.C. § 3301, includes all recorded information, regardless of form or characteristics, made or received by a Federal agency under Federal law or in connection with the transaction of public business and preserved or appropriate for preservation by that agency or its legitimate successor as evidence of the organization, function, policies, decisions, procedures, operations, or other activities of the United States Government or because of the informational value of data in them. The term Federal record:
 - i. includes SAMHSA/HHS records;
 - ii. does not include personal materials;
 - iii. applies to records created, received, or maintained by Subcontractors pursuant to their SAMHSA contract; and
 - iv. may include deliverables and documentation associated with deliverables.

E. Electronic records

- 1) Any information that is recorded in a form that only a computer can process, and that satisfies the definition of a federal record in **44 U.S.C. 3301**.
- 2) Electronic records include numeric, graphic and text information, which may be recorded on any medium capable of being read by a computer and which satisfies the definition of a record.

I. *Security and Privacy Requirements for SAMHSA IT Systems*

1. General Information Security Requirements

1) Baseline Security Requirements

1. Information Security Laws, Regulations, Policies

- a. **Federal Policies.** The Subcontractor shall comply with applicable federal laws that include, but are not limited to, the **HHS Information Security and Privacy Policy (IS2P)**, and **SAMHSA Security Policy**; *Federal Information Security Modernization*

Act (FISMA) of 2014, (44 U.S.C. 101); National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53 (current version), *Security and Privacy Controls for Federal Information Systems and Organizations*; Office of Management and Budget (OMB) Circular A-130, *Managing Information as a Strategic Resource*; and other applicable federal laws, regulations, NIST guidance, and Departmental policies.

- b. Comply with all new and existing cybersecurity OMB circulars, memorandums and the President's signed Executive Orders. The Subcontractor shall perform periodic reviews to ensure compliance with existing information security and privacy requirements. The Subcontractor shall make all system information and documentation produced in support of the contract/task order available to the agency and agency auditors upon request. All questions concerning IT security should be directed to the IT Security Team (through NASMHPD) at **infosecurity@samhsa.hhs.gov**.
2. Safeguarding Information and Information Systems
In accordance with the Federal Information Processing Standards Publication (FIPS) 199, *Standards for Security Categorization of Federal Information and Information Systems*, the Subcontractor shall:
 - a. Protect government information and information systems in order to ensure:
 - **Confidentiality**, which means preserving authorized restrictions on access and disclosure, based on the security terms found in this contract, including means for protecting personal privacy and proprietary information;
 - **Integrity**, which means guarding against improper information modification or destruction, and ensuring information non-repudiation and authenticity; and
 - **Availability**, which means ensuring timely and reliable access to and use of information.
 - b. Perimeter defense: Subcontractor shall ensure that the system and the information it contains or stores are secured; using appropriate perimeter defense technologies and that these technologies are monitored for anomalous traffic behavior.
 - c. The Subcontractor shall abide by all requirements of the Privacy Act of 1974 and FAR Clause 52-239-1, FAR 48 CFR §52.224-2 Privacy Act (includes definition of operation of a system of records), FAR 48 CFR §52.239-1 Privacy or Security Safeguards, and HHSAR 48 CFR §352.224-70 Privacy Act.
 3. Protection of Sensitive Information
 - a. The Subcontractor shall ensure that sensitive information is protected by information security and privacy controls commensurate with the risk associated with the potential loss or compromise of the information.
 - b. For security purposes, information is *or* may be sensitive because it requires security to protect its confidentiality, integrity, and/or availability. The Subcontractor shall protect all government information that is or may be sensitive in accordance with OMB Memorandum M-06-16, *Protection of Sensitive Agency Information* by securing it with a FIPS 140-2 validated solution. (See the HHS Standard for the Definition of Sensitive Information, for additional information in defining and protecting sensitive information.)
 - c. Sensitive information on public systems. The Subcontractor shall ensure that sensitive information is not stored, processed or transmitted on any system (via the Internet) without the appropriate Security controls in place.
 4. **Confidentiality and Nondisclosure of Information.** Any information provided to the Subcontractor by SAMHSA/HHS or collected by the Subcontractor on behalf of HHS shall be used only for the purpose of carrying out the provisions of this contract and shall not be disclosed or made known in any manner to any persons except as may be

necessary in the performance of the contract. The Subcontractor assumes responsibility for protection of the confidentiality of Government records and shall ensure that all work performed by its employees and Subcontractors shall be under the supervision of the Subcontractor. Each Subcontractor employee or any of its Subcontractors to whom any SAMHSA/HHS records may be made available or disclosed shall be notified in writing by the Subcontractor that information disclosed to such employee or Subcontractor can be used only for that purpose and to the extent authorized herein.

The confidentiality, integrity, and availability of such information shall be protected in accordance with HHS and SAMHSA policies. Unauthorized disclosure of information will be subject to the HHS/SAMHSA sanction policies and/or governed by the following laws and regulations:

- i. 18 U.S.C. 641 (Criminal Code: Public Money, Property or Records);
- ii. 18 U.S.C. 1905 (Criminal Code: Disclosure of Confidential Information); and
- iii. 44 U.S.C. Chapter 35, Subchapter I (Paperwork Reduction Act).

2) Security/Privacy Training

1. **Mandatory Training for All Subcontractor Staff.** All Subcontractor employees assigned to work on this contract shall complete the applicable HHS/SAMHSA Subcontractor Information Security Awareness and Privacy, (provided upon contract award) within thirty (30) calendar days after the award of the contract or a new employee's start date. Thereafter, the employees shall complete HHS/SAMHSA Information Security Awareness and Privacy at least annually, during the life of this contract. All provided training shall be compliant with HHS training policies. The Subcontractor shall send training records to NASMHPD.
2. **Training Records.** The Subcontractor shall maintain training records for all its employees working under this contract in accordance with SAMHSA/HHS policy. A copy of the training records shall be provided to NASMHPD within thirty-five (35) calendar days after contract award and annually thereafter or upon request.

3) Rules of Behavior (ROB)

1. The Subcontractor shall ensure that all employees performing on the contract comply with the *HHS Information Technology General Rules of Behavior*, and sign and provide a copy to NASMHPD within thirty-five (35) calendar days after contract award. A copy of ROB can be obtained from NASMHPD.
2. All Subcontractor employees performing on the contract must read and adhere to the Rules of Behavior before accessing Department data or other information, systems, and/or networks that store/process government information, initially at the beginning of the contract and at least annually thereafter, which may be done as part of annual Information Security Awareness Training. If the Subcontractor provides the training, the signed ROB must be provided as a separate deliverable to the CO and/or COR per defined timelines above.

4) Homeland Security Presidential Directive (HSPD)-12

1. The Subcontractor and its employees shall comply with Homeland Security Presidential Directive (HSPD)-12, *Policy for a Common Identification Standard for Federal Employees and Subcontractors*; OMB M-05-24; FIPS 201, *Personal Identity Verification (PIV) of Federal Employees and Subcontractors*; HHS HSPD-12 policy; and *Executive Order 13467, Part 1 §1.2*. For additional information, see HSPD-12 policy at: [Presidential Directive 12](#).

II. *Records and Information Management Requirements*

A. *Applicability*

1. These requirements apply to all Subcontractors whose employees create, work with, or otherwise handle Federal records, as defined in Part 1, regardless of the medium in which the record exists.

B. *Requirements:*

1. The Subcontractor shall comply with all applicable records management laws and regulations, as well as National Archives and Records Administration (NARA) records policies, including but not limited to the Federal Records Act (44 U.S.C. Chs. 21, 29, 31, 33), NARA regulations at 36 CFR Chapter XII Subchapter B, and those policies associated with the safeguarding of records covered by the Privacy Act of 1974 (5 U.S.C. 552a). These policies include the preservation of all records created or received regardless of format (paper, electronic, etc.) or mode of transmission (e-mail, fax, etc.) or state of completion (draft, final, etc.).
2. In accordance with **36 CFR 122.32**, all data created for Government use and delivered to, or falling under the legal control of, the Government are Federal records subject to the provisions of 44 U.S.C. chapters 21, 29, 31, and 33, the Freedom of Information Act (FOIA) (5 U.S.C. 552), as amended, and the Privacy Act of 1974 (5 U.S.C. 552a), as amended and must be managed and scheduled for disposition only as permitted by statute or regulation.
3. In accordance with **36 CFR 122.32**, Subcontractor shall maintain all records created for Government use or created in the course of performing the contract and/or delivered to, or under the legal control of the Government and must be managed in accordance with Federal law. Electronic records and associated metadata must be accompanied by sufficient technical documentation to permit understanding and use of the records and data.
4. SAMHSA and its Subcontractors are responsible for preventing the alienation or unauthorized destruction of records, including all forms of mutilation. Records may not be removed from the legal custody of SAMHSA or destroyed except for in accordance with the provisions of the agency's records schedules and with written concurrence from NASMHPD. Willful and unlawful destruction, damage or alienation of Federal records is subject to the fines and penalties imposed by 18 U.S.C. 2701. In the event of any unlawful or accidental removal, defacing, alteration, or destruction of records, Subcontractor must report to NASMHPD within 1 business day. NASMHPD shall report to their Supervisor and the SAMHSA Records Officer. The agency must report promptly to NARA in accordance with **36 CFR 1230**.
5. The Subcontractor shall immediately notify NASMHPD upon discovery of any inadvertent or unauthorized disclosure of information, data, documentary materials, records or equipment. Disclosure of non-public information is limited to authorized personnel with a need-to-know as described in the contract. The Subcontractor shall ensure that the appropriate personnel, administrative, technical, and physical safeguards are established to ensure the security and confidentiality of this information, data, documentary material, records and/or equipment is properly protected. When information, data, documentary material, records and/or equipment is no longer required, it shall be returned to NASMHPD control or the Subcontractor must hold it until otherwise directed. Items returned to the Government shall be hand carried, emailed, or securely electronically transmitted to NASMHPD.
6. The Subcontractor shall not create or maintain any records containing any non-public SAMHSA information that are not specifically tied to or authorized by the contract.
7. The Subcontractor shall not retain, use, sell, or disseminate copies of any deliverable that contains information covered by the Privacy Act of 1974 or that which is generally protected from public disclosure by an exemption to the Freedom of Information Act.
8. SAMHSA owns the rights to all data and records produced as part of this contract. All deliverables under the contract are the property of the U.S. Government for which SAMHSA shall have unlimited rights to use, dispose of, or disclose such data contained therein as it determines to be in the public interest. Any Subcontractor rights in the data or deliverables

must be identified as required by FAR 52.227-11 through FAR 52.227-20.

9. Training. All subcontract employees assigned to this contract who create, work with, or otherwise handle records are required to take the applicable annual HHS Records Management Training within 30 days of contract award or new contract staff start date and then annually for the life of the contract in accordance with HHS Policy. The training is released to employees during the end of each calendar year at which time employees must comply to satisfy the identified calendar year requirements. It is likely for new employees to take the training twice within a year, one when they enter the contract and the other towards the end of the calendar year. The Subcontractor is responsible for confirming training has been completed according to agency policies, including initial training and any annual or refresher training. The Subcontractor shall submit appropriate documentation to NASMHPD that substantiates Subcontractor and Subcontractor completion of records management training for each incident of required training.