



STATE OF VERMONT
JOINT FISCAL OFFICE

MEMORANDUM

To: James Reardon, Commissioner of Finance & Management
From: Nathan Lavery, Fiscal Analyst
Date: November 20, 2008
Subject: JFO #2344

No Joint Fiscal Committee member has requested that the following item be held for review:

JFO #2344 — \$120,000 grant from State Mental Health Program Directors Research Institute (NRI) to the Department of Mental Health (DMH). These funds will be used to establish and test the capacity of DMH to submit client-level data files to the Substance Abuse and Mental Health Administration.
[JFO received 10/21/08]

In accordance with 32 V.S.A. §5, the requisite 30 days having elapsed since this item was submitted to the Joint Fiscal Committee, the Governor's approval may now be considered final. We ask that you inform the Secretary of Administration and your staff of this action.

cc: Michael Hartman, Commissioner



STATE OF VERMONT
JOINT FISCAL OFFICE

MEMORANDUM

To: Joint Fiscal Committee Members
From: Nathan Lavery, Fiscal Analyst
Date: October 22, 2008
Subject: Grant Request

Enclosed please find three (3) requests which the Joint Fiscal Office recently received from the Administration:

JFO #2344 — \$120,000 grant from State Mental Health Program Directors Research Institute (NRI) to the Department of Mental Health (DMH). These grant funds will be used to establish and test the capacity of DMH to submit client-level data files to the Substance Abuse and Mental Health Administration.
[JFO received 10/21/08]

JFO #2346 — \$55,000 grant from the U.S. Department of Agriculture to the Agency of Agriculture, Food and Markets. These grant funds will be used to increase the economic opportunities for small farms through development of an integrated culinary tourism program (focusing on artisan cheese, wine, beer and other products).
[JFO received 10/21/08]

JFO #2347 — \$9,820 grant from the U.S. Marshals Service to the Department of Public Safety – State Police. These grant monies will be used to purchase computer hardware to support tracking and apprehension of fugitives.
[JFO received 10/21/08]

The Joint Fiscal Office has reviewed these submissions and determined that all appropriate forms bearing the necessary approvals are in order.

In accordance with the procedures for processing such requests, we ask you to review the enclosed and notify the Joint Fiscal Office (Nathan Lavery at 802/828-1488; nlavery@leg.state.vt.us or Stephen Klein at 802/828-5769; sklein@leg.state.vt.us) if you have questions or would like any item held for JFC review. Unless we hear from you to the contrary by November 5 we will assume that you agree to consider as final the Governor's acceptance of this request.

cc: James Reardon, Commissioner
Michael Hartman, Commissioner
Roger Allbee, Commissioner
Thomas Tremblay, Commissioner

JFC #6544



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

Agency of Administration

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

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

Grant Summary:	This is a grant from the State Mental Health Program Directors Research Institute (NRI) to the Department of Mental Health to establish and test the capacity of the Department of Mental Health to submit client-level data files to the Substance Abuse and Mental Health Administration.			
Date:	9/25/08			
Department:	Mental Health			
Legal Title of Grant:	Client Level Data Project			
Federal Catalog #:	N/A – this grant will result in a contract			
Grant/Donor Name and Address:	National Association of State Mental Health Program Directors Research Institute Mental Health Program Directors (NASMHPD) 66 Canal Center Plaza, Suite 302 Alexandria, VA 22314 703-739-9333			
Grant Period:	From:	3/1/08	To:	9/29/2009
Grant/Donation	\$120,000			
	SFY 1	SFY 2	SFY 3	Comments
Grant Amount:	\$ 95,000	\$25,000	\$	
Position Information:	# Positions	Explanation/Comments		
	0			
Additional Comments:				
Department of Finance & Management		<i>[Signature]</i>	9/25/08	(Initial)
Secretary of Administration		<i>[Signature]</i>	LPM 9/25/08	(Initial)
Sent To Joint Fiscal Office			10/7/08	Date



RECEIVED
OCT 21 2008
JOINT FISCAL OFFICE

**STATE OF VERMONT
REQUEST FOR GRANT ACCEPTANCE**

1. Agency: Human Services
 2. Department: Mental Health
 3. Program: Mental Health Administration
4. Legal Title of Grant: Client Level Data Project
5. Federal Catalog No.: N/A This is a contract.
6. Grantor and Office Address: National Association of State Mental Health Program Directors
 Research Institute
 Alexandria, Virginia 22314
7. Grant Period: From: 3/1/08 To: 9/29/09
8. Purpose of Grant: The purpose of the contract is to establish and test the capacity of the Department of Mental Health to submit client-level data files to the Substance Abuse and Mental Health Administration. (see attached summary)
9. Impact on Existing Programs if Grant is not Accepted: None

10. Budget Information	(1st State FY) FY 2009	(2nd State FY) FY 2010	(3rd State FY) FY 2011
EXPENDITURES:			
Personal Services	\$ 95,000	\$ 25,000	\$
Operating Expenses	\$	\$	\$
Other (Grants)	\$	\$	\$
TOTAL	\$ 95,000	\$ 25,000	\$
REVENUES:			
State Funds:			
Cash	\$	\$	\$
In-Kind	\$	\$	\$
Federal Funds:			
(Direct Costs)	\$ 95,000	\$ 25,000	\$
(Statewide Indirect)	\$	\$	\$
(Dept. Indirect)	\$	\$	\$
Other funds:			
(source)	\$	\$	\$
TOTAL	\$ 95,000	\$ 25,000	\$

Grant will be allocated to these appropriation expenditure accounts:

Appropriation Nos.
3150070400

Amounts
\$95,000

REC'D AUG 25 2008

SUBCONTRACT AGREEMENT
#CLD-VT-2008

This Subcontract Agreement is entered into effective March 1, 2008, between the National Association of State Mental Health Program Directors Research Institute, hereinafter referred to as "NRI or NASMHPD Research Institute", a corporation organized and existing under the laws of the Commonwealth of Virginia, having its principal place of business at 66 Canal Center Plaza, Suite 302, Alexandria, Virginia 22314 and the Vermont Agency of Human Services Department of Mental Health or "Subcontractor," having its principal place of business at P.O. Box 70, Burlington, VT 05402 collectively referred to as "the Parties."

WHEREAS, NRI has entered into Contract Number 280-03-3200, "CMHS Program and Analytical Support Services," hereinafter called "the Contract," with the National Association of State Mental Health Program Directors, Inc., hereafter referred to as NASMHPD, through the Substance Abuse and Mental Health Administration Department of Health and Human Services, hereinafter referred to as "SAMHSA," pursuant to which NASMHPD and NRI are obligated to furnish the Federal Government certain services and technical data. NRI has been authorized to issue a second-tier subcontract with the Subcontractor under the direction of NASMHPD who acts as the Prime Contractor for the Federal Government.

WHEREAS, SAMHSA has issued Task Order Number 280-03-3202, "Client Level Data Project" under Contract Number 280-03-3200; and

WHEREAS, the Parties desire to enter into a subcontract, hereinafter called "the Subcontract," to establish the terms by which Subcontractor will furnish certain professional services to NRI;

WHEREAS, the source of funding for this subcontract is from the Federal Government;

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 of \$120,000. These funds will be transferred to the state agency as prescribed in the payment schedule shown in Attachment A.

2. Period of Performance

The period of performance of this Agreement is from March 1, 2008 through September 29, 2009.

3. Statement of Work

Subcontractor shall provide the management, resources, materials, and services necessary to perform certain tasks within the limits of the Statement of Work, hereinafter called the "Work" included in Attachment A (Statement of Work). Subcontractor shall complete all Deliverables within the delivery schedule and document work performed through reports and/or tools, as outlined in Attachment A (Statement of Work).

4. Consideration

The following are terms and conditions of consideration for this task order.

a. Items Unallowable Unless Otherwise Authorized

Notwithstanding the clauses FAR 52.216-7 "Allowable Cost and Payment" and FAR 52.244-2 "Subcontracts," *unless authorized in writing* by the SAMHSA Contracting Officer, the costs of the following items shall be unallowable as direct costs:

- (1) Any fee or other payment for consultation in excess of \$400/day per consultant;
- (2) Acquisition, by purchase or lease, of any interest in real property;
- (3) Special rearrangement or alteration of facilities;
- (4) Purchase or lease of any item of general purpose office furniture or office equipment regardless of dollar value;
- (5) Capitalized nonexpendable equipment having an acquisition cost of \$1,000 or more and a life expectancy of more than two years;
- (6) Purchase or lease of any personal computer, related item of hardware, or software, regardless of dollar value;
- (7) Travel to attend general professional meetings;
- (8) Travel outside the continental United States;
- (9) Cost of courier service for delivery of any vouchers under this task order;
- (10) Cost of preparing proposals for task orders;
- (11) Cost of airfare over \$1,000.
- (12) Cost of meals and light refreshments, exclusive of per diem costs.

b. Travel Expenses-travel expenses incurred by the Subcontractor exclusively in direct performance of this task order shall not exceed:

- (1) Cost of air travel by most direct route using air coach (less than first class); or
- (2) Cost of rail travel by most direct route, first class with lower berth or nearest equivalent; or
- (3) Cost of travel by privately owned automobile (POA), and subsistence costs shall be reimbursed at rates not to exceed the Federal Government travel policy in effect at the time of travel. The cost of traveling by POA shall not be reimbursed at a rate that exceeds the cost of air accommodations.
- (4) The Subcontractor utilizing Federal Government rates when that rate is the lowest available shall make all travel arrangements.

5. Conduct and Quality of Work

In performance of the Work, the Subcontractor shall:

- a. Provide the personnel, services, materials, and facilities necessary for its accomplishment in an efficient and economical manner and in conformity with high professional standards;
- b. Use all reasonable efforts to obtain all materials at the lowest practicable cost.
- c. Keep NRI fully and currently informed concerning the work;
- d. Cause the composition, workpersonship, 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 NRI.

6. 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.

7. Amendments

All amendments to this Subcontract shall require the written agreement of both Parties in order to be binding.

NRI 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 NRI as promptly as possible, and in any event within fourteen (14) 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.

8. Cancellation

NRI may, by written notice to Subcontractor, cancel this Subcontract Agreement, in whole or in part, in the following instances:

- a. Termination of the Task Order; or
- b. Federal Government's failure to provide total funding for the Work contemplated in this Agreement.

9. Reimbursement for Unallowed Expenses

In the event any amount negotiated in connection with Task Order between SAMHSA and the NRI or any amount that is reimbursable under the Contract is reduced as a result of a formal demand by SAMHSA because cost or pricing data furnished by the Subcontractor was not current, complete, or accurate, or the Subcontractor's expenses were otherwise deemed unallowable by SAMHSA, the Subcontractor will reimburse the NRI for such disallowed amount.

10. Assignment and Subcontract

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

11. 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 thereunder, including but not limited to applicable Executive Orders and federal regulations governing the Contract which have bearing upon the Subcontract as written.

12. Technical Direction

The Project Manager for this Subcontract is:

Ted Lutterman
NASMHPD Research Institute, Inc.
66 Canal Center Plaza, Suite 302
Alexandria, VA 22314
Tel: 703-682-9463 Fax: 703-548-9517
Email: ted.lutterman@nri-inc.org

The Project Director is NRI's point of contact for all technical matters under this Subcontract. The Project Director is authorized to issue technical directions under this Subcontract on behalf of NRI. 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.

13. Contractual Contacts

NRI's point of contact for contractual or financial matters under this Subcontract is:

Jay Meek, CPA
NASMHPD Research Institute, Inc.
66 Canal Center Plaza, Suite 302
Alexandria, VA 22314
Tel: 703-682-5186 Fax: 703-548-9517
Email: jay.meek@nasmhpd.org

14. Forbearance Not a Waiver

The Forbearance by NRI 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.

15. Communications with the Government

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

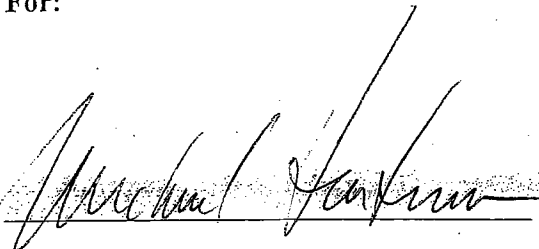
16. Entire Agreement

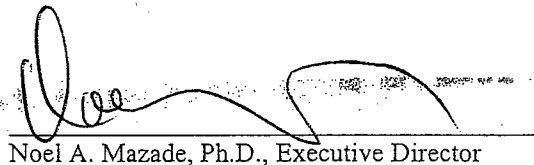
This Subcontract Agreement contains the entire agreement of the parties hereto, and cancels and supersedes any previous understandings or agreements related to the work described herein, whether written or oral. All changes to this Agreement must be agreed to in writing and appropriately witnessed by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

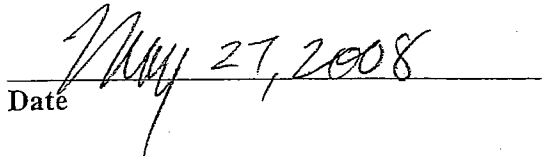
IN WITNESS WHEREOF, the parties hereto execute this Agreement.

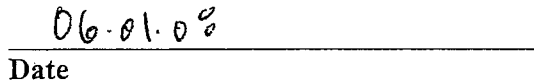
For:

For: NASMHPD Research Institute, Inc.




Noel A. Mazade, Ph.D., Executive Director


Date


Date

Attachments

ATTACHMENT A
STATEMENT OF WORK

1. Participation in all Project Meetings and Monthly Conference Calls

The Subcontractor shall fully and actively participate throughout the course of implementing this contract, which includes among others attendance in all scheduled face-to-face project meetings, participation in the monthly conference calls, and timely responses (i.e. observing the due dates provided) to e-mails soliciting State input and/or output. The Subcontractor is encouraged to designate an alternate State Contact Person who will work closely with the official State Contact Person and act as the State point person in the event the latter is not available. (Ongoing until contract end date)

2. Development of a State Data Layout Consistent with the Project Protocol

The Subcontractor shall provide input in the development of a project protocol, participate in the training for implementation, and develop a state data layout that is consistent with the approved file layout contained in the Project Protocol. (Ongoing until April 30, 2008)

3. Submission of Test Data File

The Subcontractor shall submit a test data file, within the agreed upon submission date, in a manner that is consistent with the agreed procedure, and in the format that is prescribed in the Project Protocol. The test data files have to receive a satisfactory approval from the NRI before the Subcontractor is considered compliant to this deliverable. (Period covered: May 1, 2008 through October 30, 2008)

4. Test, Adopt, and Implement IT adjustments, data collection procedures, and internal data edits

In order to fully evaluate the capacity of the Subcontractor to submit a client-level data file, it is expected that some changes in the existing state IT structure, data collection procedures or instruments, and state policies may be necessary. The Subcontractor shall adopt, test, and implement the necessary changes within the project timeframe. In addition, the Subcontractor shall adopt and implement the agreed upon data edits that will be used for first level data consistency and accuracy checks. (Due Date: November 17, 2008)

5. Submission of Client Level Data Files

The Subcontractor shall submit two (2) client level data files within the duration of this pilot project. The client level data files shall adhere strictly to the approved Project Protocol, submission procedure, data file layout, and edits. All State data files will undergo a second level data checks at the NRI. The Subcontractor shall work with NRI in cases where the state data files are rejected. The client level data files have to receive a satisfactory approval from

the NRI before the State is considered compliant to this deliverable. (1st Due Date is December 14, 2008 and 2nd Due Date is June 17, 2009)

6. Project Monitoring, Documentation, and Evaluation

The Subcontractor shall monitor the implementation of the project through use of a systematic documentation procedure. The Subcontractor shall monitor parameters such as the cost of implementation, issues, problems, barriers, lessons learned, and other indicators that are agreed upon by the Subcontractor and the NRI. (Ongoing until August 31, 2009)

7. Submission of a Final Project Report

The Subcontractor shall submit, within agreed due date, the final project report based on the approved report format and content. (Report is due to NRI on August 31, 2009)

DISBURSEMENT SCHEDULE

The Subcontractor will receive a total of \$120,000 throughout the duration of the project under a fixed price contract. Disbursement of funds will follow the schedule below:

\$40,000 Initial Payment

The Subcontractor shall use the initial payment to cover cost of project start-up and to demonstrate its readiness to full implementation of the project. Start-up cost will cover participation in the development of a project protocol that involves a series of conference calls, document review, protocol writing, and staff training on data file submission protocol. The Subcontractor shall also use the funds to support identification of state needs that will allow the development and/or enhancement of state capacity to report client-level data. The Subcontractor shall initiate implementation of any adjustments/changes needed in its IT structure, data collection procedures, data edits, and/or policies to successfully implement this pilot according to the agreed upon project protocol. Payment shall be made within 30 days of the signing of the contract by both parties and upon receipt of an invoice from the Subcontractor.

\$55,000 Second Payment

Upon satisfactory approval of the (a) test data file and (b) first client-level pilot data file, the NRI shall release the second payment within 30 days upon receipt of an invoice from the Subcontractor.

\$25,000 Third and Final Payment

Upon satisfactory approval of the (a) second client-level pilot data file and (b) the state final project report, the NRI shall release the third and final payment within 30 days upon receipt of an invoice from the Subcontractor.

These funds will be transferred to the state agency upon signing of this contract by both parties. In the event state decides to withdraw participation in the Project, the unexpended funds (agreed upon by both parties) shall be transferred back to NRI, Inc. within 30 days of notification the state will withdraw.

ATTACHMENT B

CONTRACT TERMS

GENERAL CLAUSES FOR A FIRM FIXED PRICE TYPE CONTRACT - CLAUSES INCORPORATED BY REFERENCE (FEBRUARY 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also the full text of a clause may be accessed electronically at this address: [http:// www.arnet.gov/far](http://www.arnet.gov/far)

I. FEDERAL ACQUISITION REGULATION (FAR) (48 CFR CHAPTER 1) CLAUSES

<u>FAR Clause No.</u>	<u>Title and Date</u>
52.202-1	Definitions (OCT 1995)
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment (JULY 1995)
52.215-8	Order of Precedence - Uniform Contract Format (OCT 1997)
52.215-15	Pension Adjustment and Asset Reversions (DEC 1998)
52.217-9	Option to Extend the Term of the Contract (MAR 2000)
52.222-3	Convict Labor (AUG 1996)
52.222-21	Prohibition of Segregated Facilities (FEB 1999)
52.222-26	Equal Opportunity (FEB 1999)
52.222-35	Affirmative Action for Special Disabled and Vietnam Era Veterans (APRIL 1998)
52.222-36	Affirmative Action for Workers with Disabilities (JUNE 1998)
52.222-37	Employment Reports on Disabled Veterans and Veterans of the Vietnam (JAN 1999)
52.223-6	Drug Free Workplace (JAN 1997)
52.223-14	Toxic Chemical Release Reporting (OCT 2000)
52.224-1	Privacy Act Notification (APRIL 1984)
52.224-2	Privacy Act (APRIL 1984)
52.227-1	Authorization and Consent (JULY 1995)
52.227-14	Rights in Data - General (JUNE 1987) Alternate I-IV
52.228-7	Insurance - Liability to Third Persons (MAR 1996)
52.242-15	Stop-Work Order (AUG 1989) Alternate (APRIL 1984)

II. DEPARTMENT OF HEALTH AND HUMAN SERVICES ACQUISITION REGULATION (HHSAR) (48 CFR CHAPTER 3) CLAUSES. <http://www.knownet.hhs.gov/acquisition/hhsar/Default.htm>

<u>HHSAR Clause No.</u>	<u>Title and Date</u>
352.202-1	Definitions (JAN 2001) Alternate I (JAN 2001)
352.223-70	Safety and Health (JAN 2001)
352.234-70	Confidentiality of Information (APR 1984)
352.228-7	Insurance - Liability to Third Persons (DEC 1991)
352.232-9	Withholding of Contract Payments (APR 1984)
352.270-1	Accessibility of Meetings, Conferences, and Seminars to persons with Disabilities
352.270-6	Publication and Publicity (JUL 1991)
352.270-7	Paperwork Reduction Act (JAN 2001)

Request for Grant Acceptance
Client Level Data Project
Summary
7/21/2008

In order to determine the readiness of States to submit mental health client-level data to the Substance Abuse and Mental Health Services Administration, SAMHSA has awarded a contract to the National Association of State Mental Health Program Directors Research Institute (NRI). NRI, in turn, has awarded a subcontract to the State of Vermont Department of Mental Health (DMH) to test and establish this capacity in Vermont. The subcontract is for \$120,000, to be paid upon completion of each of a series of deliverables specified in the contract, culminating in the successful transmission of two client-level pilot data files and the submission of a final project report.

To accomplish the project, DMH will develop a State data layout consistent with the project protocol, submit an initial test data file in conformance with this protocol, and modify the IT structure, data collection procedures or instruments as necessary. Attendance at meetings and participation in conference calls with NRI will be required, as well as the use of systematic documentation procedures to monitor the implementation of the project.

Funds will be used by DMH to support the cost of the personnel time required for this activity, including \$50,000 to be transferred to the Department of Health, under the terms of the current MOU for analytical support provided by the Mental Health Research and Statistics Unit of the Department of Health to the Department of Mental Health.

The Department of Mental Health is hereby requesting acceptance of \$95,000 in new Federal funds during State Fiscal Year 2009. The remaining \$25,000 of the Federal funding will be included in the Department's 2010 budget request. We are including a copy of the subcontract.

From: "Pandiani, John" <jpandiani@vdh.state.vt.us>
To: <nlavery@leg.state.vt.us>
CC: "Hartman, Michael" <mhartma@vdh.state.vt.us>, "McCoy, Richard" <RMcCoy@v...>
Date: 10/21/2008 3:30 PM
Subject: NRI grant

Hi Nathan -

The funds from the NRI Client Level Data Project will be used to produce three "products":

1 A standard set of specifications for a client level data submission. These specifications will be the product of a group process involving the 9 participating states.

2 Three data submissions from each participating state that conform to these specifications. The datasets will conform to HIPAA privacy standards and will include no personal identifiers and no dates.

3. A narrative description of problems encountered, lessons learned, and suggestions for future development.

The Department of Health will use \$50,000 to support a .5 FTE in the Division of Health Surveillance, at the Department of Health. The position is a Public Health Analyst III (PG 25) assigned to provide analytical and evaluation activities for multiple VDH programs. The .5 FTE equates to approximately \$50,000 for salary, fringe, and indirect for a twelve-month period.

The Department of Mental Health will use \$70,000 to support two activities. \$50,000 will be made available to each of 10 designated community mental health agencies (\$5,000 each) to support improvement of data systems in line with the intent of this project. The remaining \$20,000 will support .2 of an FTE position in Mental Health Research and Statistics in support of the project goals.

Please let me know if you have any questions...

- John Pandiani

John A. Pandiani, Ph.D.
Mental Health Research and Statistics Chief
108 Cherry Street, Burlington, VT 05402
802- 863-7249

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

Agency of Administration

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

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

Grant Summary:	This is a grant from the State Mental Health Program Directors Research Institute (NRI) to the Department of Mental Health to establish and test the capacity of the Department of Mental Health to submit client-level data files to the Substance Abuse and Mental Health Administration.		
Date:	9/25/08		
Department:	Mental Health		
Legal Title of Grant:	Client Level Data Project		
Federal Catalog #:	N/A – this grant will result in a contract		
Grant/Donor Name and Address:	National Association of State Mental Health Program Directors Research Institute Mental Health Program Directors (NASMHPD) 66 Canal Center Plaza, Suite 302 Alexandria, VA 22314 703-739-9333		
Grant Period:	From:	To:	
	3/1/08	9/29/2009	
Grant/Donation	\$120,000		
	SFY 1	SFY 2	SFY 3
Grant Amount:	\$ 95,000	\$25,000	\$
	# Positions	Explanation/Comments	
Position Information:	0		
Additional Comments:			

Department of Finance & Management	<i>[Signature]</i>	<i>[Signature]</i> 9/25/08	(Initial)
Secretary of Administration	<i>[Signature]</i>	<i>[Signature]</i> 9/25/08	(Initial)
Sent To Joint Fiscal Office		10/2/08	Date



RECEIVED
 OCT 21 2008
 JOINT FISCAL OFFICE

**STATE OF VERMONT
REQUEST FOR GRANT ACCEPTANCE**

1. Agency: Human Services
2. Department: Mental Health
3. Program: Mental Health Administration

4. Legal Title of Grant: Client Level Data Project

5. Federal Catalog No.: N/A This is a contract.

6. Grantor and Office Address: National Association of State Mental Health Program Directors
Research Institute
Alexandria, Virginia 22314

7. Grant Period: From: 3/1/08 To: 9/29/09

8. Purpose of Grant: The purpose of the contract is to establish and test the capacity of the Department of Mental Health to submit client-level data files to the Substance Abuse and Mental Health Administration. (see attached summary)

9. Impact on Existing Programs if Grant is not Accepted: None

10. Budget Information	(1st State FY) FY 2009	(2nd State FY) FY 2010	(3rd State FY) FY 2011
EXPENDITURES:			
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Operating Expenses	\$	\$	\$
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TOTAL	\$ 95,000	\$ 25,000	\$
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(Dept. Indirect)	\$	\$	\$
Other funds:			
(source)	\$	\$	\$
TOTAL	\$ 95,000	\$ 25,000	\$

Grant will be allocated to these appropriation expenditure accounts:

Appropriation Nos.
3150070400

Amounts
\$95,000

REC'D AUG 25 2008



11. Will grant monies be spent by one or more personal service contracts?
 YES NO

If YES, signature of appointing authority here indicates intent to follow current guidelines on bidding. X _____

12a. Please list any requested Limited Service positions:

<u>Titles</u>	<u>Number of Positions</u>
---------------	----------------------------

TOTAL

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

13. Signature of Appointing Authority

I certify that no funds have been expended or committed in anticipation of Joint fiscal Committee approval of this grant.

Michael L. ...
Signature of Appointing Authority

7/21/08
Date

Patrick F. Lord
Signature of Agency Secretary or Designee

8/21/08
Date

OK 8/20/08

14. Action by Governor:

Approved
 Rejected

[Signature]
(Signature)

10/6/08
(Date)

15. Secretary of Administration:

Request to JVO
 Information to JFO

Ronda P. McCreas
(Signature)

10/1/08
(Date)

16. Action by Joint Fiscal Committee:

Request to be placed on JVC agenda
 Approved (not placed on Agenda in 30 days)
 Approved by JFC
 Rejected by JFC
 Approved by Legislature

(Dates)

(Signature)

(Date)



SUBCONTRACT AGREEMENT #CLD-VT-2008

This Subcontract Agreement is entered into effective March 1, 2008, between the National Association of State Mental Health Program Directors Research Institute, hereinafter referred to as "NRI or NASMHPD Research Institute", a corporation organized and existing under the laws of the Commonwealth of Virginia, having its principal place of business at 66 Canal Center Plaza, Suite 302, Alexandria, Virginia 22314 and the Vermont Agency of Human Services Department of Mental Health or "Subcontractor," having its principal place of business at P.O. Box 70, Burlington, VT 05402 collectively referred to as "the Parties."

WHEREAS, NRI has entered into Contract Number 280-03-3200, "CMHS Program and Analytical Support Services," hereinafter called "the Contract," with the National Association of State Mental Health Program Directors, Inc., hereafter referred to as NASMHPD, through the Substance Abuse and Mental Health Administration Department of Health and Human Services, hereinafter referred to as "SAMHSA," pursuant to which NASMHPD and NRI are obligated to furnish the Federal Government certain services and technical data. NRI has been authorized to issue a second-tier subcontract with the Subcontractor under the direction of NASMHPD who acts as the Prime Contractor for the Federal Government.

WHEREAS, SAMHSA has issued Task Order Number 280-03-3202, "Client Level Data Project" under Contract Number 280-03-3200; and

WHEREAS, the Parties desire to enter into a subcontract, hereinafter called "the Subcontract," to establish the terms by which Subcontractor will furnish certain professional services to NRI;

WHEREAS, the source of funding for this subcontract is from the Federal Government;

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 of \$120,000. These funds will be transferred to the state agency as prescribed in the payment schedule shown in Attachment A.

2. Period of Performance

The period of performance of this Agreement is from March 1, 2008 through September 29, 2009.

3. Statement of Work

Subcontractor shall provide the management, resources, materials, and services necessary to perform certain tasks within the limits of the Statement of Work, hereinafter called the "Work" included in Attachment A (Statement of Work). Subcontractor shall complete all Deliverables within the delivery schedule and document work performed through reports and/or tools, as outlined in Attachment A (Statement of Work).

4. Consideration

The following are terms and conditions of consideration for this task order.

a. Items Unallowable Unless Otherwise Authorized

Notwithstanding the clauses FAR 52.216-7 "Allowable Cost and Payment" and FAR 52.244-2 "Subcontracts," *unless authorized in writing* by the SAMHSA Contracting Officer, the costs of the following items shall be unallowable as direct costs:

- (1) Any fee or other payment for consultation in excess of \$400/day per consultant;
- (2) Acquisition, by purchase or lease, of any interest in real property;
- (3) Special rearrangement or alteration of facilities;
- (4) Purchase or lease of any item of general purpose office furniture or office equipment regardless of dollar value;
- (5) Capitalized nonexpendable equipment having an acquisition cost of \$1,000 or more and a life expectancy of more than two years;
- (6) Purchase or lease of any personal computer, related item of hardware, or software, regardless of dollar value;
- (7) Travel to attend general professional meetings;
- (8) Travel outside the continental United States;
- (9) Cost of courier service for delivery of any vouchers under this task order;
- (10) Cost of preparing proposals for task orders;
- (11) Cost of airfare over \$1,000.
- (12) Cost of meals and light refreshments, exclusive of per diem costs.

b. Travel Expenses-travel expenses incurred by the Subcontractor exclusively in direct performance of this task order shall not exceed:

- (1) Cost of air travel by most direct route using air coach (less than first class); or
- (2) Cost of rail travel by most direct route, first class with lower berth or nearest equivalent; or
- (3) Cost of travel by privately owned automobile (POA), and subsistence costs shall be reimbursed at rates not to exceed the Federal Government travel policy in effect at the time of travel. The cost of traveling by POA shall not be reimbursed at a rate that exceeds the cost of air accommodations.
- (4) The Subcontractor utilizing Federal Government rates when that rate is the lowest available shall make all travel arrangements.

5. Conduct and Quality of Work

In performance of the Work, the Subcontractor shall:

- a. Provide the personnel, services, materials, and facilities necessary for its accomplishment in an efficient and economical manner and in conformity with high professional standards;
- b. Use all reasonable efforts to obtain all materials at the lowest practicable cost.
- c. Keep NRI fully and currently informed concerning the work;
- d. Cause the composition, workpersonship, 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 NRI.

6. 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.

7. Amendments

All amendments to this Subcontract shall require the written agreement of both Parties in order to be binding.

NRI 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 NRI as promptly as possible, and in any event within fourteen (14) 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.

8. Cancellation

NRI may, by written notice to Subcontractor, cancel this Subcontract Agreement, in whole or in part, in the following instances:

- a. Termination of the Task Order; or
- b. Federal Government's failure to provide total funding for the Work contemplated in this Agreement.

9. Reimbursement for Unallowed Expenses

In the event any amount negotiated in connection with Task Order between SAMHSA and the NRI or any amount that is reimbursable under the Contract is reduced as a result of a formal demand by SAMHSA because cost or pricing data furnished by the Subcontractor was not current, complete, or accurate, or the Subcontractor's expenses were otherwise deemed unallowable by SAMHSA, the Subcontractor will reimburse the NRI for such disallowed amount.

10. Assignment and Subcontract

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

11. 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 thereunder, including but not limited to applicable Executive Orders and federal regulations governing the Contract which have bearing upon the Subcontract as written.

12. Technical Direction

The Project Manager for this Subcontract is:

Ted Lutterman
NASMHPD Research Institute, Inc.
66 Canal Center Plaza, Suite 302
Alexandria, VA 22314
Tel: 703-682-9463 Fax: 703-548-9517
Email: ted.lutterman@nri-inc.org

The Project Director is NRI's point of contact for all technical matters under this Subcontract. The Project Director is authorized to issue technical directions under this Subcontract on behalf of NRI. 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.

13. Contractual Contacts

NRI's point of contact for contractual or financial matters under this Subcontract is:

Jay Meek, CPA
NASMHPD Research Institute, Inc.
66 Canal Center Plaza, Suite 302
Alexandria, VA 22314
Tel: 703-682-5186 Fax: 703-548-9517
Email: jay.meek@nasmhpd.org

14. Forbearance Not a Waiver

The Forbearance by NRI 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.

15. Communications with the Government

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

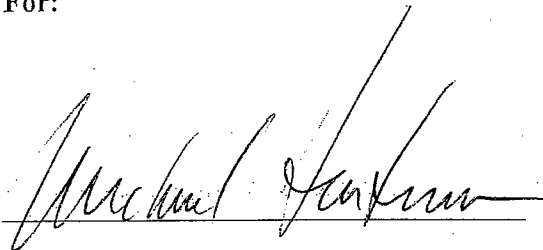
16. Entire Agreement

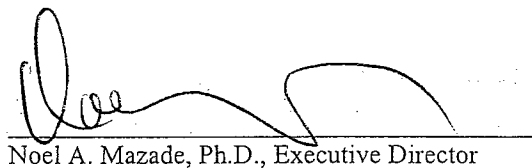
This Subcontract Agreement contains the entire agreement of the parties hereto, and cancels and supersedes any previous understandings or agreements related to the work described herein, whether written or oral. All changes to this Agreement must be agreed to in writing and appropriately witnessed by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

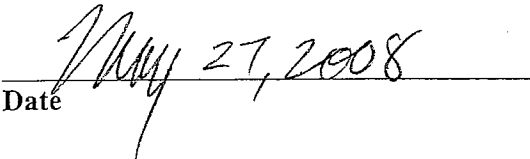
IN WITNESS WHEREOF, the parties hereto execute this Agreement.

For:

For: NASMHPD Research Institute, Inc.




Noel A. Mazade, Ph.D., Executive Director


Date


Date

Attachments

ATTACHMENT A

STATEMENT OF WORK

1. Participation in all Project Meetings and Monthly Conference Calls

The Subcontractor shall fully and actively participate throughout the course of implementing this contract, which includes among others attendance in all scheduled face-to-face project meetings, participation in the monthly conference calls, and timely responses (i.e. observing the due dates provided) to e-mails soliciting State input and/or output. The Subcontractor is encouraged to designate an alternate State Contact Person who will work closely with the official State Contact Person and act as the State point person in the event the latter is not available. (Ongoing until contract end date)

2. Development of a State Data Layout Consistent with the Project Protocol

The Subcontractor shall provide input in the development of a project protocol, participate in the training for implementation, and develop a state data layout that is consistent with the approved file layout contained in the Project Protocol. (Ongoing until April 30, 2008)

3. Submission of Test Data File

The Subcontractor shall submit a test data file, within the agreed upon submission date, in a manner that is consistent with the agreed procedure, and in the format that is prescribed in the Project Protocol. The test data files have to receive a satisfactory approval from the NRI before the Subcontractor is considered compliant to this deliverable. (Period covered: May 1, 2008 through October 30, 2008)

4. Test, Adopt, and Implement IT adjustments, data collection procedures, and internal data edits

In order to fully evaluate the capacity of the Subcontractor to submit a client-level data file, it is expected that some changes in the existing state IT structure, data collection procedures or instruments, and state policies may be necessary. The Subcontractor shall adopt, test, and implement the necessary changes within the project timeframe. In addition, the Subcontractor shall adopt and implement the agreed upon data edits that will be used for first level data consistency and accuracy checks. (Due Date: November 17, 2008)

5. Submission of Client Level Data Files

The Subcontractor shall submit two (2) client level data files within the duration of this pilot project. The client level data files shall adhere strictly to the approved Project Protocol, submission procedure, data file layout, and edits. All State data files will undergo a second level data checks at the NRI. The Subcontractor shall work with NRI in cases where the state data files are rejected. The client level data files have to receive a satisfactory approval from

the NRI before the State is considered compliant to this deliverable. (1st Due Date is December 14, 2008 and 2nd Due Date is June 17, 2009)

6. Project Monitoring, Documentation, and Evaluation

The Subcontractor shall monitor the implementation of the project through use of a systematic documentation procedure. The Subcontractor shall monitor parameters such as the cost of implementation, issues, problems, barriers, lessons learned, and other indicators that are agreed upon by the Subcontractor and the NRI. (Ongoing until August 31, 2009)

7. Submission of a Final Project Report

The Subcontractor shall submit, within agreed due date, the final project report based on the approved report format and content. (Report is due to NRI on August 31, 2009)

DISBURSEMENT SCHEDULE

The Subcontractor will receive a total of \$120,000 throughout the duration of the project under a fixed price contract. Disbursement of funds will follow the schedule below:

\$40,000 Initial Payment

The Subcontractor shall use the initial payment to cover cost of project start-up and to demonstrate its readiness to full implementation of the project. Start-up cost will cover participation in the development of a project protocol that involves a series of conference calls, document review, protocol writing, and staff training on data file submission protocol. The Subcontractor shall also use the funds to support identification of state needs that will allow the development and/or enhancement of state capacity to report client-level data. The Subcontractor shall initiate implementation of any adjustments/changes needed in its IT structure, data collection procedures, data edits, and/or policies to successfully implement this pilot according to the agreed upon project protocol . Payment shall be made within 30 days of the signing of the contract by both parties and upon receipt of an invoice from the Subcontractor.

\$55,000 Second Payment

Upon satisfactory approval of the (a) test data file and (b) first client-level pilot data file, the NRI shall release the second payment within 30 days upon receipt of an invoice from the Subcontractor.

\$25,000 Third and Final Payment

Upon satisfactory approval of the (a) second client-level pilot data file and (b) the state final project report, the NRI shall release the third and final payment within 30 days upon receipt of an invoice from the Subcontractor.

These funds will be transferred to the state agency upon signing of this contract by both parties. In the event state decides to withdraw participation in the Project, the unexpended funds (agreed upon by both parties) shall be transferred back to NRI, Inc. within 30 days of notification the state will withdraw.

ATTACHMENT B

CONTRACT TERMS

GENERAL CLAUSES FOR A FIRM FIXED PRICE TYPE CONTRACT - CLAUSES INCORPORATED BY REFERENCE (FEBRUARY 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also the full text of a clause may be accessed electronically at this address: [http:// www.arnet.gov/far](http://www.arnet.gov/far)

I. FEDERAL ACQUISITION REGULATION (FAR) (48 CFR CHAPTER 1) CLAUSES

<u>FAR Clause No.</u>	<u>Title and Date</u>
52.202-1	Definitions (OCT 1995)
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment (JULY 1995)
52.215-8	Order of Precedence - Uniform Contract Format (OCT 1997)
52.215-15	Pension Adjustment and Asset Reversions (DEC 1998)
52.217-9	Option to Extend the Term of the Contract (MAR 2000)
52.222-3	Convict Labor (AUG 1996)
52.222-21	Prohibition of Segregated Facilities (FEB 1999)
52.222-26	Equal Opportunity (FEB 1999)
52.222-35	Affirmative Action for Special Disabled and Vietnam Era Veterans (APRIL 1998)
52.222-36	Affirmative Action for Workers with Disabilities (JUNE 1998)
52.222-37	Employment Reports on Disabled Veterans and Veterans of the Vietnam (JAN 1999)
52.223-6	Drug Free Workplace (JAN 1997)
52.223-14	Toxic Chemical Release Reporting (OCT 2000)
52.224-1	Privacy Act Notification (APRIL 1984)
52.224-2	Privacy Act (APRIL 1984)
52.227-1	Authorization and Consent (JULY 1995)
52.227-14	Rights in Data - General (JUNE 1987) Alternate I-IV
52.228-7	Insurance - Liability to Third Persons (MAR 1996)
52.242-15	Stop-Work Order (AUG 1989) Alternate (APRIL 1984)

II. DEPARTMENT OF HEALTH AND HUMAN SERVICES ACQUISITION REGULATION (HHSAR) (48 CFR CHAPTER 3) CLAUSES. <http://www.knownet.hhs.gov/acquisition/hhsar/Default.htm>

<u>HHSAR Clause No.</u>	<u>Title and Date</u>
352.202-1	Definitions (JAN 2001) Alternate I (JAN 2001)
352.223-70	Safety and Health (JAN 2001)
352.234-70	Confidentiality of Information (APR 1984)
352.228-7	Insurance - Liability to Third Persons (DEC 1991)
352.232-9	Withholding of Contract Payments (APR 1984)
352.270-1	Accessibility of Meetings, Conferences, and Seminars to persons with Disabilities
352.270-6	Publication and Publicity (JUL 1991)
352.270-7	Paperwork Reduction Act (JAN 2001)

Request for Grant Acceptance
Client Level Data Project
Summary
7/21/2008

In order to determine the readiness of States to submit mental health client-level data to the Substance Abuse and Mental Health Services Administration, SAMHSA has awarded a contract to the National Association of State Mental Health Program Directors Research Institute (NRI). NRI, in turn, has awarded a subcontract to the State of Vermont Department of Mental Health (DMH) to test and establish this capacity in Vermont. The subcontract is for \$120,000, to be paid upon completion of each of a series of deliverables specified in the contract, culminating in the successful transmission of two client-level pilot data files and the submission of a final project report.

To accomplish the project, DMH will develop a State data layout consistent with the project protocol, submit an initial test data file in conformance with this protocol, and modify the IT structure, data collection procedures or instruments as necessary. Attendance at meetings and participation in conference calls with NRI will be required, as well as the use of systematic documentation procedures to monitor the implementation of the project.

Funds will be used by DMH to support the cost of the personnel time required for this activity, including \$50,000 to be transferred to the Department of Health, under the terms of the current MOU for analytical support provided by the Mental Health Research and Statistics Unit of the Department of Health to the Department of Mental Health.

The Department of Mental Health is hereby requesting acceptance of \$95,000 in new Federal funds during State Fiscal Year 2009. The remaining \$25,000 of the Federal funding will be included in the Department's 2010 budget request. We are including a copy of the subcontract.

From: "Pandiani, John" <jpandiani@vdh.state.vt.us>
To: <nlavery@leg.state.vt.us>
CC: "Hartman, Michael" <mhartma@vdh.state.vt.us>, "McCoy, Richard" <RMcCoy@v...>
Date: 10/21/2008 3:30 PM
Subject: NRI grant

Hi Nathan -

The funds from the NRI Client Level Data Project will be used to produce three "products":

1 A standard set of specifications for a client level data submission. These specifications will be the product of a group process involving the 9 participating states.

2 Three data submissions from each participating state that conform to these specifications. The datasets will conform to HIPAA privacy standards and will include no personal identifiers and no dates.

3. A narrative description of problems encountered, lessons learned, and suggestions for future development.

The Department of Health will use \$50,000 to support a .5 FTE in the Division of Health Surveillance, at the Department of Health. The position is a Public Health Analyst III (PG 25) assigned to provide analytical and evaluation activities for multiple VDH programs. The .5 FTE equates to approximately \$50,000 for salary, fringe, and indirect for a twelve-month period.

The Department of Mental Health will use \$70,000 to support two activities. \$50,000 will be made available to each of 10 designated community mental health agencies (\$5,000 each) to support improvement of data systems in line with the intent of this project. The remaining \$20,000 will support .2 of an FTE position in Mental Health Research and Statistics in support of the project goals.

Please let me know if you have any questions...

- John Pandiani

John A. Pandiani, Ph.D.
Mental Health Research and Statistics Chief
108 Cherry Street, Burlington, VT 05402
802- 863-7249

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STATE OF VERMONT
JOINT FISCAL OFFICE

MEMORANDUM

To: Representative Ann Pugh

From: Nathan Lavery, Fiscal Analyst

Date: October 22, 2008

Subject: JFO #2344 (Mental Health data file development)

Representatives Michael Obuchowski and Shap Smith asked that I forward to you a copy of the enclosed request and cover memo. They are requesting you provide them with your observations regarding the enclosed item.

cc: Rep. Michael Obuchowski
Rep. Shap Smith
Stephen Klein



STATE OF VERMONT
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