



STATE OF VERMONT
JOINT FISCAL OFFICE

MEMORANDUM

To: Joint Fiscal Committee members
From: Daniel Dickerson, Fiscal Analyst
Date: May 4, 2020
Subject: Grant Requests – JFO #3005

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

JFO #3005 – \$150,000 from the National Association of State Mental Health Program Directors (NASMHPD) to the VT Dept. of Mental Health. The Department will use the funds to provide stipends to individuals who are experiencing homelessness and have a mental health illness in order to incentivize attendance at first and subsequent outpatient visits to mental health facilities. The Department will work with one or two community mental health centers and/or psychiatric hospitals on this project. Stipends will be limited to \$15 per visit and \$75 total per patient. The Department will provide monthly technical reports, a final technical report and a final project report to NASMHPD. The timeline for the project, as indicated in the grant materials, is 2/6/2020 to 9/1/2020.

[JFO received 04/29/20]

Please review the enclosed materials and notify the Joint Fiscal Office (Daniel Dickerson at (802) 828-2472; ddickerson@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 May 18, 2020 we will assume that you agree to consider as final the Governor's acceptance of this request.

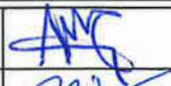
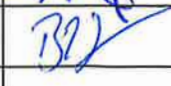


State of Vermont
 Department of Finance & Management
 109 State Street, Pavilion Building
 Montpelier, VT 05620-0401

Agency of Administration

[phone] 802-828-2376
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**STATE OF VERMONT
 FINANCE & MANAGEMENT GRANT REVIEW FORM**

Grant Summary:		The Transformation Transfer Initiative subcontract from NASMHPD seeks to improve outpatient engagement with individuals experiencing homelessness and mental illness. DMH will work with southern Vermont community mental health providers to offer vouchers to incentivize patient attendance.			
Date:		3/5/2020			
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, Virginia			
Grant Period:		From:	To:		
		2/6/2020	9/1/2020		
Grant/Donation		\$150,000			
	SFY 1	SFY 2	SFY 3	Total	Comments
Grant Amount:	\$150,000	\$	\$	\$	
Position Information:		# Positions	Explanation/Comments		
		0			
Additional Comments:		TTI is the major vehicle that the Center for Mental Health Services has designated to assist State Mental Health Authorities in planning for health care reform. The TTI awards subcontracts annually, with scopes varied enough to warrant separate, annual JFC approval.			
Department of Finance & Management				(Initial)	
Secretary of Administration				(Initial)	
Sent To Joint Fiscal Office		4/29/20		Date	



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 #:				
6. Grant/Donor Name and Address:	National Association of State Mental Health Program Directors, Alexandria, Virginia			
7. Grant Period:	From:	2/1/2020	2/6/2020	To: 8/15/2020
				9/1/2020 90 3/2/2020
8. Purpose of Grant:	<p>Vermont is committed to developing and sustaining a comprehensive health care system that utilizes person-centered, strength-based, integrated, and recovery-oriented services. In line with this mission, the Vermont Department of Mental Health (DMH) proposes to ensure the continuity of care for individuals who are experiencing homelessness and have a mental illness by utilizing stipends to expand and improve outreach efforts and success rates for engagement with Project for Assistance in Transition from Homelessness (PATH) providers and non-PATH providers. In addition, we will use outcome data and project participants' and providers' feedback to inform future practices and policies to improve earlier and sustained engagement.</p>			
9. Impact on existing program if grant is not Accepted:	<p>If the contract is not accepted, Vermont would miss a unique opportunity to reach individuals experiencing homelessness and mental illness who have been hard to reach and engage.</p>			
10. BUDGET INFORMATION				
	SFY 1	SFY 2	SFY 3	Comments
Expenditures:	FY 2020	FY	FY	
Personal Services	\$73,468	\$	\$	
Operating Expenses	\$	\$	\$	
Grants	\$76,532	\$	\$	
Total	\$150,000	\$	\$	
Revenues:				
State Funds:	\$	\$	\$	
Cash	\$	\$	\$	
In-Kind	\$	\$	\$	
Federal Funds:	\$150,000	\$	\$	
(Direct Costs)	\$147,333	\$	\$	
(Statewide Indirect)	\$74	\$	\$	
(Departmental Indirect)	\$2,593	\$	\$	
Other Funds:	\$	\$	\$	
Grant (source)	\$	\$	\$	
Total	\$150,000	\$	\$	
Appropriation No:	3150070000	Amount:	\$150,000	
			\$	
			\$	

2/28/20

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

		\$
		\$
		\$
		\$
	Total	\$150,000

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: Mourning Fox Agreed by: MF (initial)

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

12a. Equipment and space for these positions: Is presently available. Can be obtained with available funds. N/A 98

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: <u>Murray Fox</u>	Date: <u>2/24/2020</u>
	Title: <u>Commissioner, Department of Mental Health</u>	
	Signature: <u>Sarah Clark</u>	Date: <u>2/28/20</u>
	Title: <u>CFO</u>	

14. SECRETARY OF ADMINISTRATION

<input checked="" type="checkbox"/> Approved:	(Secretary or designee signature) <u>[Signature]</u>	Date: <u>3/28/2020</u>
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15. ACTION BY GOVERNOR

<input checked="" type="checkbox"/> Accepted	(Governor's signature) <u>[Signature]</u>	Date: <u>4/27/20</u>
<input type="checkbox"/> Rejected		Date: <u> </u>

16. DOCUMENTATION REQUIRED

Required GRANT Documentation

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

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,

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

department, commission, board, or other part of state government (see 32 V.S.A. §5).



Subcontract Agreement
Subcontract Number: SC-3011.4-VT-01

This Subcontract Agreement is entered into effective **February 6, 2020**, 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 State of Vermont, Dept Mental Health hereinafter referred to as “**Subcontractor**”, collectively referred to as “**the Parties.**”

WHEREAS, NASMHPD has entered into Contract Number HHSS283201200021I; Task Order Number HHSS28342003T; Reference Number 283-12-2103, Subtask(s): Optional Task 7 entitled “Transformation Transfer Initiative (TTI) - Year 4 - Vermont Department of Mental Health,” hereinafter called “the Contract,” 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; 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 **February 6, 2020**, through **September 1, 2020**, which represents the **Base Year**, unless the period is extended by modification of the Contract by the Owner, or the awarding of an optional year or years, if any.

Contract Year	Period of Performance	
	From Date	To Date
Base Year	February 6, 2020	September 1, 2020

If the underlying Contract is extended, this subcontract may also be extended automatically with appropriate notice.

3. Funding and Budgets

a. **Total Project Pricing**

The Total Project Pricing consists of the Core activities which remain unchanged throughout the project including all Optional Years, if any, plus all Optional Tasks for all Optional Years, if any. This total is the project pricing if all activities for all years are funded. Funding is made on a contract year basis.

b. Maximum Obligation

The maximum obligation of this subcontract represented by the sum of all assigned Tasks plus any Changes to the pricing in all Optional Years, if any, obtainable for completion of this subcontract is \$ **150,000** if all options are exercised.

The Total Project Pricing for this Subcontract are as follows:

Total All Tasks All Years Contract Year	TOTAL
Base Year - 02/06/20 to 09/01/20	\$ 150,000
TOTAL	\$ 150,000

c. Tasks

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

Tasks Assigned Contract Year	Optional Task 7 - TTI	TOTAL
Base Year - 02/06/20 to 09/01/20	\$ 150,000	\$ 150,000
TOTAL	\$ 150,000	\$ 150,000

d. Maximum Current Funding Obligation

The maximum current funding obligation obtainable is \$ **150,000** which includes the **Base Year**.

Total Project Pricing - Current Funding Task(s) Optional Task 7 for this contract period	TOTAL
Base Year - 02/06/20 to 09/01/20	\$ 150,000
TOTAL FUNDED AMOUNT	\$ 150,000

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. Invoice and 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. Advance Understandings

Other provisions of this subcontract notwithstanding, approval of the following items within the limits set forth is granted without further authorizations from NASMHPD:

a. Subcontracts

The contractor is authorized to negotiate a cost reimbursement type subcontract with the below named businesses (if any) to provide support in the not-to-exceed amounts for the subcontract period, including any options, as described in the chart below. Vendors not identified below or amounts that exceed those listed below must receive prior written authorization from NASMHPD.

None given.

7. 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 Contractor'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 to attend general professional meetings;
- (6) Foreign Travel (into, or through a foreign country);
- (7) Cost of preparing proposals for Subcontracts;

b. Travel Expenses-travel expenses incurred by the Subcontractor exclusively in direct performance of this Subcontract 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 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) All travel arrangements shall be made by the Subcontractor utilizing either Federal Government rates, or discounted rates, whichever rate is the lowest available. Any refunds, rebates or other credits provided by airlines, hotels, etc. as a result of travel arrangements made under this subcontract shall be applied to this subcontract
- (5) No funds provided under this subcontract may be used to reimburse the travel expenses incurred by Federal Government employees.

8. Confidentiality

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 shall be entitled to an injunction to restrain 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. NASMHPD shall not be prohibited by this provision from pursuing other remedies, including a claim for losses and damages.

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.

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.

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

9. HIPAA Conditions

If it is anticipated and stated in **Attachment 1 "Statement of Work"** that this Agreement involves, or may involve, the handling of HIPAA covered Personal Health Information (PHI) data or records in either written, verbal, electronic, or any other form, **Attachment 4, "HIPAA Requirements"** will be attached to this Agreement and incorporated as though set forth here.

10. 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 may retain 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. **Joint Works During the Term of Subcontract**

Inventions, writings, work and work products first developed or first produced/authored in the course of performing the work under this Agreement, or in the course of submitting as a deliverable, whether in the form of 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 (the "Joint Works"), shall be owned jointly by the parties with each party owning an undivided one-half interest in all such works to the extent that such Joint Works are not in the public domain. Neither party shall take action which will adversely affect the rights of the other without the prior written consent of the other party. Each party shall have the right to make copies and derivative works, and to make, have made, use, sell and have sold such invention and products or processes incorporating such Joint Works, without accounting to the other party. The parties shall cooperate in obtaining appropriate protection for Joint Works and shall share the costs equally.

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:

"Copyright 2020 NASMHPD, Inc. All rights reserved.

This work was funded by Substance Abuse & Mental Health Services Administration under Contract HHSS283201200021I, Task HHSS28342003T, Reference 283-12-2103; and the National Association of State Mental Health Program Directors (NASMHPD), Inc. under Subcontract Number SC-3011.4-VT-01."

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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 to the attention of the Contracts Officer.

17. 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.

18. Key Personnel and Technical Direction

All personnel assigned by Subcontractor to the Work in every category shall be personally and professionally qualified for the assignment to be undertaken. Subcontractor shall obtain the written approval of NASMHPD prior to making any change in the Key Personnel. In the event Key Personnel are unable to perform, NASMHPD may cancel the Subcontract unless the Subcontractor has demonstrated to the satisfaction of NASMHPD that the qualifications of the proposed substitute personnel are equal to or better than the qualifications of the personnel being replaced.

(1) **Subcontractor Key Personnel**

Pursuant to the Key Personnel clause incorporated in this Subcontract, the following individuals are considered to be essential to the work being performed hereunder:

None given

The clause cited above contains a requirement for review and approval by the Contracting Officer of written requests for a change of Key Personnel reasonably in advance of diverting any of these

individuals from this Subcontract. Receipt of written requests at least 30 days prior to a proposed change is considered reasonable. Requests will be submitted to the Subcontractor's Project Manager.

19. 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. Contractual Contacts

The points of contact for financial and payment matters under this Subcontract are:

Financial and Invoicing	
To NASMHPD	To Subcontractor
Jay Meek, CPA	Cara McSherry
Chief Financial Officer	Financial Manager III
NASMHPD	State of Vermont, Dept Mental Health
66 Canal Center Plaza, Suite 302	280 State Drive; NOB 2 North
Alexandria, VA 22314	Waterbury, VT 05671-2010
Tel: 703-682-5186	Tel: 802-241-0108
Fax: 703-548-9517	Fax: 802-241-0100
Email: jay.meek@nasmhpd.org	Email: cara.mcsherry@vermont.gov

The points of contact for contractual matters under this Subcontract are:

Contractual and Legal Notice	
To NASMHPD	To Subcontractor
Gregory K. Schmidt	Brian Smith
Contracts Manager	DMH Housing Program Administrator
NASMHPD	State of Vermont, Dept Mental Health
66 Canal Center Plaza, Suite 302	280 State Drive; NOB 2 North
Alexandria, VA 22314	Waterbury, VT 05671-2010
Tel: 703-682-7554	Tel: 802-241-0116
Fax: 703-548-9517	Fax: 802-241-0100
Email: greg.schmidt@nasmhpd.org	Email: brian.smith@vermont.gov

20. 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 below 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, the Contractor will make their full text available. The full text of a clause may be accessed electronically at this address: <http://farsite.hill.af.mil/> .

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

- (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 Contract Manager, 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.

21. 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.

22. 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.

23. 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.

24. 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

ATTACHMENT 1

STATEMENT OF WORK

Project Technical Management

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

Technical and Project Mgt	
To NASMHPD	To Subcontractor
David Miller, MP Aff	Brian Smith
Project Director	DMH Housing Program Administrator
NASMHPD	State of Vermont, Dept Mental Health
66 Canal Center Plaza, Suite 302	280 State Drive; NOB 2 North
Alexandria, VA 22314	Waterbury, VT 05671-2010
Tel: 703-682-5194	Tel: 802-241-0116
Fax: 703-548-9517	Fax: 802-241-0100
Email: david.miller@nasmhpd.org	Email: brian.smith@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-3011.4-VT-01**;
- (4) HHSS28320120002II, HHSS28342003T;
- (5) Name, title, phone number, email, and mailing address of person to be notified in event of questions

Project summary report

A brief one or 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 with the invoice.

HIPAA Conditions

It is not anticipated that HIPAA-covered PHI will be involved in the conduct of this Agreement, therefore, an additional HIPAA Business Associate agreement will not apply.

Specific Deliverables and Statement of Work

Background:

The Transformation Transfer Initiative (TTI) task order is the major vehicle that the Center for Mental Health Services (CMHS) has solely designed to assist State Mental Health Authorities (SMHAs) in planning for and expanding community mental health services and in meeting the challenges of system changes required as a result of health care reform. The State Mental Health Authority (SMHA) through the TTI subcontract facilitates the dissemination and adoption of specialized Technical Assistance (TA) that positions the mental health service system to support the coming health reform system change. The selected states become a resource for transformation activities, that is, provide TA within their own states and with other states by virtue of their successful initiatives and through their present and future collaboration in the TTI process.

Parameters:

This project establishes Incentives for Improving Outpatient Engagement. Subcontractor will contract with one or two community mental health providers and/or psychiatric hospitals to offer vouchers to incentivize patient attendance at first and subsequent outpatient appointments. Vouchers should be offered to patients leaving or at-risk of entering institutional care.

- Maximum spend per patient is \$75, but how this total amount per person is divided is flexible as long as each individual contingency does not exceed \$15;
- Voucher type is flexible depending on community demographics and generic vouchers can be used;
- Cash and lottery tickets are NOT allowed to be used as incentives; and
- Patients eligible to participate include people leaving or transitioning from:
 - State Hospitals
 - Emergency Rooms
 - Jails and Prisons
 - Homelessness
 - Crisis Service Centers

Activities:

The Vermont (VT) Department of Mental Health (DMH) seeks to:

- Ensure the continuity of care for individuals who are experiencing homelessness and have a mental illness and/or co-occurring substance use disorder who are at risk of entering, or are currently leaving, institutional care
- Utilize stipends in an attempt to expand and improve outreach efforts and success rates for engagement with Project for Assistance in Transition from Homelessness (PATH) providers and non-PATH providers
- Reduce the artificial separation among physical health, social determinants of health (such as poverty and homelessness), and mental health by incentivizing people to connect to multiple systems of care and support through a contingency management model through local homeless providers, and in the process reduce the stigma regarding mental health.

To complete this project, The Vermont Department of Mental Health will collaborate with:

- Healthcare and Rehabilitative Community MH Services
- The state mental health provider in Windsor and Windham counties (see above)
- One PATH provider Groundworks Collaborative
- Upper Valley Haven Homeless Provider.

The VT DMH will measure the success of the TTI by:

- Tracking outpatient mental health appointment attendance in HMIS

- Comparing attendance data between the two project sites with the 11 remaining counties or non-project sites in Vermont, to compare PATH sites with non-PATH sites
- Comparing pre and post-incentive attendance rates

Deliverables:

- Monthly Technical Reports
 - The subcontractor monthly reports to the subcontractor shall indicate the overall progress of the initiative, the request for specific PROJECT (or combinations of methodologies and strategies), the effectiveness of the PROJECT provided to state organizations, recommended adjustments to the initiative, as well as recommended modifications of the PROJECT and/or the applied modifications to a PROJECT methodology or strategy and its effectiveness over previous practice. The monthly reports will be submitted to NASMHPD by the 1st day of each month.
- Final Technical Report
 - The subcontractor will provide to NASMHPD a final report of the PROJECT provided by the subcontractor, overall initiative activities, performance measures and outcomes of all subcontractors through the end of the Agreement. This report shall include the final summary reporting of the subcontractor and identification of successful strategies and PROJECT lessons learned in the implementation of the initiative for the subcontractor. This report shall be in a format that can be a useful resource for the identification of PROJECT methodologies, strategies and Subject Matter Experts, for the Government as well as the states, in future transformational (system change) efforts. All requested edits, corrections or clarifications shall be completed and resubmitted prior to the end of the subcontract.
- •Final Project Report
 - Work on this project will continue after the Subcontract end date, and the submission of the Final Technical Report and subsequent final payment. Once the project comes to its natural conclusion, NASMHPD requests a Final Project Report that describes the post-award activities, the achievements made as a result of the TTI project, and the overall impact.

ATTACHMENT 3

CLAUSES INCORPORATED BY REFERENCE

GENERAL CLAUSES FOR A FIXED PRICE CONTRACT

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.

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/index.html>

Located at 48 CFR:	Date	Title
52.203-12	OCT 2010	Limitation on Payments to Influence Certain Federal Transactions
52.203-15	JUN 2010	Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009
52.203-19	JAN 2017	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements
52.204-21	JUN 2016	Basic Safeguarding of Covered Contractor Information Systems
52.204-23	JUL 2018	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities
52.209-6	OCT 2015	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment
52.222-4	MAY 2018	Contract Work Hours and Safety Standards —Overtime Compensation
52.222-17	MAY 2014	Nondisplacement of Qualified Workers
52.222-21	APR 2015	Prohibition of Segregated Facilities
52.222-26	SEP 2016	Equal Opportunity
52.222-26	FEB 1999	Equal Opportunity--Alternate I
52.222-35	OCT 2015	Equal Opportunity for Veterans
52.222-35	JUL 2014	Equal Opportunity for Veterans--Alternate I
52.222-36	JUL 2014	Equal Opportunity for Workers with Disabilities
52.222-36	JUL 2014	Equal Opportunity for Workers with Disabilities--Alternate I
52.222-37	FEB 2016	Employment Reports on Veterans
52.222-41	AUG 2018	Service Contract Labor Standards
52.222-50	MAR 2015	Combating Trafficking in Persons
52.222-50	MAR 2015	Combating Trafficking in Persons--Alternate I
52.222-51	MAY 2014	Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements
52.222-53	MAY 2014	Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements
52.222-55	DEC 2015	Minimum Wages Under Executive Order 13658
52.222-62	JAN 2017	Paid Sick Leave Under Executive Order 13706
52.223-7	JAN 1997	Notice of Radioactive Materials
52.223-18	AUG 2011	Encouraging Contractor Policies to Ban Text Messaging While Driving
52.224-2	APR 1984	Privacy Act

Located at 48 CFR:	Date	Title
52.224-3	JAN 2017	Privacy Training
52.224-3	JAN 2017	Privacy Training--Alternate I
52.225-13	JUN 2008	Restrictions on Certain Foreign Purchases
52.225-19	MAR 2008	Contractor Personnel in a Designated Operational Area or Supporting a Diplomatic or Consular Mission Outside the United States
52.225-26	OCT 2016	Contractors Performing Private Security Functions Outside the United States
52.227-1	DEC 2007	Authorization and Consent
52.227-9	APR 1984	Refund of Royalties
52.227-10	DEC 2007	Filing of Patent Applications—Classified Subject Matter
52.232-40	DEC 2013	Providing Accelerated Payments to Small Business Subcontractors
52.237-7	JAN 1997	Indemnification and Medical Liability Insurance
52.244-6	AUG 2018	Subcontracts for Commercial Items
52.246-11	DEC 2014	Higher-Level Contract Quality Requirement

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:
<http://farsite.hill.af.mil/VFHHSARA.HTM>

HHSAR	Date	Title
352.202-1	Jan-2001	Definitions
	Jan-2001	Alternate I
352.228-7	Dec-1991	Insurance - Liability to Third Persons
352.232-9	Apr-1984	Withholding of Contract Payments
352.223-70	Jan-2001	Safety and Health
352.233-70	Apr-1984	Litigation and Claims
352.242-71	Apr-1984	Final Decisions on Audit Findings
352.270-1	Jan-2001	Accessibility of Meetings, Conferences, and Seminars to persons with Disabilities
352.270-6	Jul-1991	Publication and Publicity
352.270-7	Jan-2001	Paperwork Reduction Act

[End of GENERAL CLAUSES FOR A FIXED PRICE CONTRACT]