



**STATE OF VERMONT**  
JOINT FISCAL OFFICE

**MEMORANDUM**

To: Joint Fiscal Committee members  
From: Sorsha Anderson, Senior Staff Associate  
Date: April 11, 2023  
Subject: Grant Request – JFO #3145

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

**JFO #3145:** \$250,000.00 to the Vermont Agency of Human Services, Department of Mental Health from the National Association of State Mental Health Program Directors. Funds will support direct services to be provided to the public through the Crisis Assistance Helping Out on the Street (CAHOOTS) program. The VT Department of Health will collaborate with the City of Burlington, Burlington Police Department and local area health providers to support this pilot. The goal is to establish a trauma-informed approach that will only utilize system components that are necessary for individual situations. *[Received April 3, 2023]*

Please review the enclosed materials and notify the Joint Fiscal Office (Sorsha Anderson: sanderson@leg.state.vt.us) if you have questions or would like this item held for legislative review. Unless we hear from you to the contrary by April 30, 2023, we will assume that you agree to consider as final the Governor's acceptance of this request.



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

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

Agency of Administration

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

**Grant Summary:** DMH is receiving \$250,000 from NASMHPD through the Transformation Transfer Initiative. Funds will be used to support a pilot of the Crisis Assistance Helping Out On The Streets (CAHOOTS) program in Burlington. CAHOOTS is a community-based model to increase mental health services to adults.

**Date:** 3/17/2023

**Department:** Department of Mental Health

**Legal Title of Grant:** Transformation Transfer Initiative

**Federal Catalog #:** n/a

**Grant/Donor Name and Address:** National Association of State Mental Health Program Directors  
 Alexandria, VA

<b>Grant Period:</b>	<b>From:</b>	12/31/22	<b>To:</b>	9/1/23
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**Grant/Donation** \$250,000

	SFY 1	SFY 2	SFY 3	Total	Comments
<b>Grant Amount:</b>	\$194,446	\$55,554	\$	\$250,000	

<b>Position Information:</b>	# Positions	<b>Explanation/Comments</b>
	0	

**Additional Comments:**

<b>Department of Finance &amp; Management</b>	Adam Gr Digitally signed by Adam Greshin DocuSigned by: <i>Douglas Farnham</i> 41948B1C0A36415...
<b>Secretary of Administration</b>	
<b>Sent To Joint Fiscal Office</b>	<b>Date</b>



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

BASIC GRANT INFORMATION				
<b>1. Agency:</b>		Agency of Human Services		
<b>2. Department:</b>		Department of Mental Health		
<b>3. Program:</b>		Adult Mental Health		
<b>4. Legal Title of Grant:</b>		Transformation Transfer Initiative		
<b>5. Federal Catalog #:</b>				
<b>6. Grant/Donor Name and Address:</b> National Association of State Mental Health Program Directors, Alexandria, Virginia				
<b>7. Grant Period:</b>		<b>From:</b> 12/31/2022	<b>To:</b> 9/1/2023	
<b>8. Purpose of Grant:</b> The Department's proposal is to leverage funds offered through the Transformation Transfer Initiative to collaborate with the City of Burlington, the Burlington Police Department, and the designated mental health providers in the area, Vermont Department of Mental Health (DMH) will co-sponsor a pilot program to establish a proven model of mobile crisis intervention, Crisis Assistance Helping Out On The Streets (CAHOOTS). Vermont's goal is to establish a trauma-informed approach to alleviate pressures on other components of the system, like police and EMS, while not involving those entities in situations that do not require that level of intervention. Once operations begin, the CAHOOTS program may also help divert crisis interventions from overburdened emergency departments, unless deemed necessary by the crisis team.				
<b>9. Impact on existing program if grant is not Accepted:</b> If the contract is not accepted, Vermont would miss a unique opportunity to fund the CAHOOTS program.				
10. BUDGET INFORMATION				
	<b>SFY 1</b>	<b>SFY 2</b>	<b>SFY 3</b>	<b>Comments</b>
<b>Expenditures:</b>	<b>FY 2023</b>	<b>FY 2024</b>	<b>FY</b>	
Personal Services	\$194,446	\$55,554	\$	
Operating Expenses	\$	\$	\$	
Grants	\$	\$	\$	
<b>Total</b>	<b>\$194,446</b>	<b>\$55,554</b>	<b>\$</b>	
<b>Revenues:</b>				
State Funds:	\$	\$	\$	
Cash	\$	\$	\$	
In-Kind	\$	\$	\$	
Federal Funds:	\$194,446	\$55,554	\$	
(Direct Costs)	\$194,446	\$55,554	\$	
(Statewide Indirect)	\$	\$	\$	
(Departmental Indirect)	\$	\$	\$	
Other Funds:	\$	\$	\$	
Grant (source )	\$	\$	\$	
<b>Total</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	
<b>Appropriation No:</b>	3150070000	<b>Amount:</b>	\$250,000	
			\$	
			\$	

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

			\$
			\$
			\$
			\$
		<b>Total</b>	<b>\$250,000</b>

### 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: Emily Hawes Agreed by: EH (initial)

12. Limited Service Position Information:	# Positions	Title
<b>Total Positions</b>		

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

### 13. AUTHORIZATION AGENCY/DEPARTMENT

I/we certify that no funds beyond basic application preparation and filing costs have been expended or committed in anticipation of Joint Fiscal Committee approval of this grant, unless previous notification was made on Form AA-1PN (if applicable):	Signature: <span style="border: 1px solid black; border-radius: 50%; padding: 2px;">Emily Hawes</span>	Date: 2/28/2023
	Title: Commissioner, Department of Mental Health	
	Signature: <span style="border: 1px solid black; border-radius: 50%; padding: 2px;">Vonna W. Dwyer</span>	Date: 3/3/2023
	Title: AHS Deputy Secretary	

### SECRETARY OF ADMINISTRATION

DE Approved:	(Secretary or designee signature) <span style="border: 1px solid black; border-radius: 50%; padding: 2px;">Douglas Farnham</span>	Date: 3/21/2023
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### 15. ACTION BY GOVERNOR

<input checked="" type="checkbox"/>	Check One Box: Accepted	
<input type="checkbox"/>	Rejected	
	(Governor's Signature)	Date: 3/29/23

### 16. DOCUMENTATION REQUIRED

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

**End Form AA-1**

(\*) The term "grant" refers to any grant, gift, loan, or any sum of money or thing of value to be accepted by any agency.

**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).

280 State Drive - Center Building  
Waterbury, VT 05671-1000



OFFICE OF THE SECRETARY  
TEL: (802) 241-0440  
FAX: (802) 241-0450

JENNEY SAMUELSON  
SECRETARY

TODD W. DALOZ  
DEPUTY SECRETARY

STATE OF VERMONT  
AGENCY OF HUMAN SERVICES

MEMORANDUM

**TO:** Kristin Clouser, Secretary of Administration

**FROM:** Shannon Thompson, Finance Director, Department of Mental Health  
Todd Daloz, Deputy Secretary, Agency of Human Services

**SUBJECT:** AA-1 for NASMHPD Agreement

**DATE:** February 24, 2023

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Enclosed are documents requesting approval for spending authority for a Subcontract Agreement between the Vermont Department of Mental Health (DMH) and the National Association of State Mental Health Program Directors (NASMHPD). The funds payable under the Agreement will support direct services to be provided to the public through the Crisis Assistance Helping Out On The Street (CAHOOTS) program. The Substance Abuse and Mental Health Services Administration (SAMHSA) created the Transformation Transfer Initiative (TTI), which provides modest funding awards to States. The total project is for \$250,000. DMH first submitted a proposal to NASMHPD on December 31, 2022.

Please find the following documents enclosed:

- AA-1 Form
- Contract/Grant Determination
- The Subcontract Agreement

If you have any questions, please contact me at 802-585-5964.

CC: TRACY O'CONNELL, AHS  
TIMOTHY METAYER, F&M

### **Contract/Grant Determination**

When determining whether the Agreement casts the State as a contractor or sub-recipient, “the substance of the relationship is more important than the form of the agreement.” 45 C.F.R. § 75.351(c); Vermont Bulletin 5 § VI.C.2; 2 C.F.R. § 200.331(c). While the form agreement provided by NASMHPD refers to the State of Vermont as a “Subcontractor”, Agreement p. 1, the Agreement meets the legal definition of a grant or Subaward, requiring approval from the Governor and the Joint Fiscal Office (JFO) under 32 V.S.A. § 5(b).

#### **The Agreement meets the criteria for a grant or sub-award**

A key signifier that a contract meets the definition of a grant or subaward is that its primary objective is to use “federal funds for a public purpose[.]” 45 C.F.R. § 75.351(a)(5); Vermont Bulletin 5 § VI.C.2; 2 C.F.R. § 200.331(a)(5). Funding for this Agreement was obtained by NASMHPD through a “Transformation Transfer Initiative” (TTI) agreement with the Federal Substance Abuse and Mental Health Services Administration, Agreement p. 1, whose purpose is to “identify, adopt, and strengthen innovative behavioral health initiatives.” <https://www.nasmhpd.org/transformation-transfer-initiative>. As described in the Agreement, the funding for this agreement will be used by DMH to administer the CAHOOTS program, under which the City of Burlington, the Burlington Police Department, and the Howard Center will work with DMH to form and deploy teams including health care and mental health providers to “support the mental health of individuals in crisis.” Agreement p. 14. DMH, rather than NASMHPD, has the responsibility for administering this program and delivering direct intervention services through its partner organizations.

Furthermore, the Agreement does not require the State to provide “goods or services that are ancillary to the operation of the federal program.” 45 C.F.R. § 75.351(b)(4); Vermont Bulletin 5 § VI.C.2; 2 C.F.R. § 200.331(b)(4). The only deliverable described in the Agreement consists of status reports, Agreement pp. 2 and 12, and an evaluation plan. Agreement p. 15, which are merely mechanisms for NASMHPD to monitor and evaluate the State’s activities under the Agreement.

Because the Agreement requires the State to use Federal funds for a public purpose and the State is not providing goods or services ancillary to the operation of a federal program, this Agreement meets the legal definition of a grant or sub-award requiring approval from the Governor and the Joint Fiscal Office (JFO) under 32 V.S.A. § 5(b).

**Subcontract Agreement**  
**Subcontract Number: SC-3039.2-VT-01**

This Subcontract Agreement is entered into effective **December 31, 2022**, between the National Association of State Mental Health Program Directors, hereinafter referred to as “**NASMHPD**” a corporation organized and existing under the laws of the District of Columbia, and the State of Vermont, Department of Mental Health hereinafter referred to as “**Subcontractor**”, collectively referred to as “**the Parties**.”

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

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

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

**1. Type of Contract**

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

**2. Period of Performance**

The period of performance of this subcontract shall be from **December 31, 2022**, through **September 1, 2023**, which represents the **Contract Year**, unless the period is extended by modification of the Contract by the Owner. If the underlying Contract is extended, this subcontract may also be extended automatically with appropriate notice.

**3. Funding**

a. Total Project Pricing

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

b. Tasks

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

<b>Topic Area Funded</b>	<b>Amount Funded</b>
Topic 1 - Workforce Development	\$ -
Topic 2 - Children & Adolescents	\$ -
Topic 3 - Crisis Services	\$ 250,000
Topic 4 - Crisis and Community Trauma	\$ -
Topic 5 - Community Based Mental Health Services	\$ -
<b>Total Awarded Amount</b>	<b>\$ 250,000</b>



c. Maximum Funding Obligation

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

**4. Statement of Work**

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

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

**5. Payment**

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

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

**6. Consideration**

The following are terms and conditions of consideration for subcontract.

a. Items Unallowable Unless Otherwise Authorized

Unless authorized in writing prior to Subcontractor's obligation by the NASMHPD Contracting Officer, the costs of the following items shall be unallowable as direct costs:

- (1) Acquisition, by purchase or lease, of any interest in real property;
- (2) Special rearrangement or alteration of facilities;
- (3) Accountable Government Property (defined as both real and personal property with an acquisition cost of \$1,000 or more, with a life expectancy of more than two years) and "sensitive items" (defined and listed in the Subcontractor's Guide for Control of Government Property) regardless of dollar value;
- (4) Purchase or lease of any personal computer, related item of hardware, or software, regardless of dollar value;
- (5) Travel to attend general professional meetings;
- (6) Foreign Travel;
- (7) Cost of courier service for delivery of any vouchers under this Subcontract;
- (8) 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.

#### **7. Confidentiality**

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

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

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

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

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

#### **Freedom of Information.**

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

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

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

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

## **8. Intellectual Property**

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

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

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

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

- d. **Third Party Intellectual Property**  
In performing this Agreement, Subcontractor will not design or develop any writings, presentations, specifications, drawings, sketches, models, samples, data, computer programs,

program codes, source code, framework, compression or archive files, library's files, scripts, documentation or other technical or business information, that infringe the copyright, patents or other intellectual property rights of a third party, or incorporate any copyrighted material of a third party (even with the permission of that third party) into items delivered under this subcontract, without the written identification to, and approval of, NASMHPD. If Subcontractor becomes aware of any possible infringement in the course of performing this Subcontract, it shall immediately so notify NASMHPD in writing.

e. **Government Property**

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

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

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

This work was funded by Substance Abuse & Mental Health Services Administration under Contract Number HHSS283201700024I75S20321F42001 entitled Transformation Transfer Initiative (TTI); and the National Association of State Mental Health Program Directors (NASMHPD), Inc. under Subcontract Number SC-3039.2-VT-01."

**9. No Direct Dealing**

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

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

**10. Conduct and Quality of Work**

In performance of the Work, the Subcontractor shall:

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

## 11. Amendments

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

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

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

## 12. Cancellation or Termination

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

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

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

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

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

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

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

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

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

**13. Assignment and Subcontract**

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

**14. Disclaimer and Insurance**

a. Disclaimer.

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

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

b. Insurance.

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

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

**15. Compliance with Federal, State, and Local Laws**

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

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

**16. E-Verify**

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

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

Exempted organizations are:

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

**17. Notices and Correspondence**

a. NASMHPD Technical Direction

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

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

b. Financial and Invoicing Contacts

To NASMHPD	To Subcontractor
Jay Meek, CPA	Shannon Thompson
Chief Financial Officer	Financial Director
NASMHPD	Vermont Department of Mental Health
675 N Washington St, Ste 470	280 State Drive – NOB 2 North
Alexandria, VA 22314	Waterbury, VT 05671
Tel: 703-682-5186	Tel: 802-461-5792
Email: <a href="mailto:jay.meek@nasmhpd.org">jay.meek@nasmhpd.org</a>	Email: <a href="mailto:Shannon.thompson@vermont.gov">Shannon.thompson@vermont.gov</a>
	[Note: Invoices should be submitted to Lee Dorf]

c. Contractual and Legal Matters

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

**18. Required Terms and Conditions**

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

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

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

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

- (a) Unless one of the exceptions provided in (b) below shall apply: the term "Contract" shall mean "Subcontract"; the term "Contractor" shall mean "Subcontractor"; the term "Government" shall mean "NASMHPD"; and the term "Contracting Officer" shall mean “NASMHPD’s Executive Director or other authorized individual."
- (b) The following instances are exceptions to the general rules as provided in (a) above:



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

**19. Solicitation and Hiring**

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

**20. Forbearance Not a Waiver**

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

**21. Survival of Terms**

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

**22. Applicable Law**

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

**23. Pre-suit Mediation**

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

**24. Communications with the Owner**

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

**25. Electronic Signatures**

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

**26. Entire Agreement**

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

IN WITNESS WHEREOF, the parties hereto execute this Agreement.

**For:** State of Vermont, Dept Mental Health

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Emily Hawes, Commissioner

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**Date**

**For:** NASMHPD

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Brian M. Hepburn, M.D., Executive Director

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**Date**

- Attachments:  
Attachment 1 Statement of Work  
Attachment 2 Schedule of Payments  
Attachment 3 Clauses Incorporated by Reference

**ATTACHMENT 1**

**STATEMENT OF WORK**

**Project Technical Management**

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

<b>NASMHPD</b>
David Miller, MPAff
Project Director
NASMHPD
675 N Washington St, Ste 470
Alexandria, VA 22314
Tel: 703-682-5194
Email: <a href="mailto:david.miller@nasmhpd.org">david.miller@nasmhpd.org</a>

<b>Topic Area/Project: Project Manager</b>	<b>Topic Area/Project: Clinical Lead</b>	<b>Topic Area/Project: Backup Contract Contact</b>
Lee Dorf	Samantha Sweet	Jackie Yandow
Director of Operations, Planning & Development	Director of Mental Health Services	Operations Manager – Grants and Contracts
Vermont Department of Mental Health	Vermont Department of Mental Health	Vermont Department of Mental Health
280 State Drive – NOB 2 North	280 State Drive – NOB 2 North	280 State Drive – NOB 2 North
Waterbury, VT 05671	Waterbury, VT 05671	Waterbury, VT 05671
Tel: 802-585-0885	Tel: 802-585-8000	Tel: 802-241-0119
Email: <a href="mailto:Lee.Dorf@vermont.gov">Lee.Dorf@vermont.gov</a>	Email: <a href="mailto:Samantha.Sweet@vermont.gov">Samantha.Sweet@vermont.gov</a>	Email: <a href="mailto:Jackie.Yandow@vermont.gov">Jackie.Yandow@vermont.gov</a>

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

All reports must contain the following information:

- (1) Report date and period covered;
- (2) Name and Address of Subcontractor;
- (3) Subcontract Number: SC-3039.2-VT-01
- (4) Topic letter and title
- (5) Signature line with name, title, phone number, email, and mailing address of person to be notified in event of questions

**Project summary report**

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

## **Specific Deliverables and Statement of Work**

### **Topic 3: Building Crisis Services to Serve Under-resourced Minority Communities**

#### **1. Initiative Description and Activities**

In collaboration with the City of Burlington, the Burlington Police Department, and the designated mental health providers in the area, Vermont Department of Mental Health (DMH) will co-sponsor a pilot program to establish a proven model of mobile crisis intervention, Crisis Assistance Helping Out On The Streets (CAHOOTS). Vermont's goal is to establish a trauma-informed approach to alleviate pressures on other components of the system, like police and EMS, while not involving those entities in situations that do not require that level of intervention. Once operations begin, the CAHOOTS program may also help divert crisis interventions from overburdened emergency departments, unless deemed necessary by the crisis team.

#### **2. Collaborating Organizations and Partners**

DMH released a Request for Proposals (RFP) that closed on 11/14/22 seeking proposals for contractors to support home-and community-based mental health urgent care services around the state. Leading up to this RFP, DMH has had discussions with the City of Burlington and the Burlington Police Department who identified the need for this model and the willingness to support its implementation. This model has also been discussed by advocacy groups and individuals with lived experience as an approach that would reduce the need to involve law enforcement and increase access to this trauma-informed level of care.

DMH is in conversations with the City of Burlington as the contractor for the CAHOOTS program. The City plans on working with the Howard Center as their subcontractor for the mental health clinical component of the CAHOOTS program. The Howard Center is the Designated Agency that serves as the primary Medicaid provider for Chittenden County. The CAHOOTS model involved teams of two to responders to be dispatched to mental health crisis situations. Each team has a mental health clinician and a medical provider, such as an EMT, paramedic, or nurse. They will be able to provide some basic medical attention in addition to support the mental health of the individuals in crisis.

#### **3. Target Population**

Individuals aged 6 years or older in mental health crisis in the City of Burlington, the largest municipality in Chittenden County, Vermont.

#### **4. Peer/lived experience involvement**

In addition to some of the staff identifying as having lived experience, and the organizations like Howard Center having significant experience incorporating peers and peer-supported modalities in their training and work, the desire to implement CAHOOTS in Burlington has been a peer-supported initiative through stakeholder and advocate engagement. This program is intended to be stood up as a pilot for an initial two-year period. The hope is that through its success, not only will it be able to expand the model in Burlington, but potentially stood up to serve other communities that would benefit from this type of crisis approach.

Another avenue for peer involvement indirectly involved in the CAHOOTS program is as another resource to offer individuals in mental health crisis. Pathways Vermont, one of two mental health Specialized Services Agencies (SSA), operated a 24/7 warmline call center that is mostly peer operated.

They serve as a resource that in the past may have had to escalate higher acuity situations to the Howard Center Emergency Services Program, 911 emergency services, or emergency department referral. They will now have the opportunity to request this CAHOOTS resource for folks in Burlington who may not need other levels of intervention, and can avoid the need to involve law enforcement, which can often be triggering and lead to unwarranted escalation of some situations.

## **5. Outcome Evaluation Methods**

Vermont will develop an evaluation plan that will measure some or all of the following:

- Qualitative feedback from the community, people who interact with CAHOOTS teams, and other partners including the local hospital and its emergency department.
- Response times
- Number of interventions
- Number of ED crisis evaluations.

## **6. Sustainability Plans**

DMH has funds earmarked for these types of initiatives providing alternatives to ED use for crisis mental health care. Most of the funds available for projects like this will be funded by one-time Medicaid HCBS-FMAP funds with the goal of incorporating sustainability plans revolving around the rehabilitative services benefit for emergency care. DMH also has some funding available for programs like this through a SAMHSA Community Mental Health Block Grant supplemental award. DMH would like to be able to fund as many programs as possible and cast a wide net across the state to increase access to timely and appropriate crisis support.

The City of Burlington is providing a portion of the funding to support this program for the first two years with the intent of fully funding the program after the initial pilot and proof-of-concept phase. The CAHOOTS program in Burlington will not rely on ongoing funding from TTI, although future funding opportunities like this one could be used to expand this program or startup similar programs in other municipalities if appropriate. The challenge, and inherent benefit, of a program such as CAHOOTS is that it does not rely on billable services and insurance information is not needed as part of the service delivery. Therefore, the program relies on independent funding outside of Medicaid or other insurances.

**ATTACHMENT 2**

**VERMONT PAYMENT SCHEDULE**

**Contract Amount Awarded Per Topic Area**

<b>Topic Area Funded</b>	<b>Amount Funded</b>
Topic 1 - Workforce Development	\$ -
Topic 2 - Children & Adolescents	\$ -
Topic 3 - Crisis Services	\$ 250,000
Topic 4 - Crisis and Community Trauma	\$ -
Topic 5 - Community Based Mental Health Services	\$ -
<b>Total Awarded Amount</b>	<b>\$ 250,000</b>

**Payment Schedule:**

The schedule of payments is set forth below. Upon acceptance of the Work product by the Project Manager for each period as described in Attachment 1 “Statement of Work”, one-ninth (1/9th) of the total Subcontract amount will be payable each month.

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

**TTI Payment Schedule – Topic Area 3**

<b>Topic 3 - Crisis Services</b>			
<b>Period Start</b>	<b>Period End</b>	<b>Amount</b>	<b>Report Due</b>
12/01/2022	12/31/2022	\$ 27,784.00	01/01/2023
01/01/2023	01/31/2023	\$ 27,777.00	02/01/2023
02/01/2023	02/28/2023	\$ 27,777.00	03/01/2023
03/01/2023	03/31/2023	\$ 27,777.00	04/01/2022
04/01/2023	04/30/2023	\$ 27,777.00	05/01/2023
05/01/2023	05/31/2023	\$ 27,777.00	06/01/2023
06/01/2023	06/30/2023	\$ 27,777.00	07/01/2023
07/01/2023	07/31/2023	\$ 27,777.00	08/01/2023
08/01/2023	08/31/2023	\$ 27,777.00	09/01/2023
<b>Totals</b>		<b>\$ 250,000.00</b>	

**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:  
**Part 52 - Solicitation Provisions and Contract Clauses | Acquisition.GOV**

<b>FAR Clause No.</b>	<b>Date</b>	<b>Title</b>
52.202-1	Jun-2020	Definitions
52.203-3	Apr-1984	Gratuities
52.203-5	May 2014	Covenant Against Contingent Fee
52.203-6	Jun-2020	Restrictions on Subcontractor Sales to the Government
52.203-7	Jun-2020	Anti-Kickback Procedures
52.203-8	May 2014	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity
52.203-10	May 2014	Price or Fee Adjustment for Illegal or Improper Activity
52.203-12	Jun-2020	Limitation on Payments to Influence Certain Federal Transactions
52.204-4	May 2011	Printing or Copied Double-Sided on Recycled Paper
52.209-6	Jun-2020	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment
52.215-2	Jun-2020	Audit and Records - Negotiation
52.215-8	Oct-1997	Order of Precedence - Uniform Contract Format
52.215-19	Oct-1997	Notification of Ownership Change
52.222-3	Jun-2003	Convict Labor
52.222-21	Apr-2015	Prohibition of Segregated Facilities
52.222-26	Sep-2016	Equal Opportunity
52.222-35	Jun-2020	Affirmative Action for Special Disabled and Vietnam Era Veterans
52.222-36	Jun-2020	Affirmative Action for Workers with Disabilities
52.222-37	Jun-2020	Employment Reports on Disabled Veterans and Veterans of the Vietnam
52.222-50	Oct-2020	Combating Trafficking of Persons
52.222-54	Oct-2015	Employment Eligibility Verification
52.223-6	May2001	Drug Free Workplace
52.223-99	Oct 2021	Ensuring Adequate COVID-19 Safety Protocols for Federal Contractors
52.224-1	Apr-1984	Privacy Act Notification
52.224-2	Apr-1984	Privacy Act
52.225-13	Feb-2021	Restrictions on Certain Foreign Purchase
52.227-1	Jun-2020	Authorization and Consent
52.227-2	Jun-2020	Notice and Assistance Regarding Patent and Copy-Right Infringement
52.227-3	Apr-1984	Patent Indemnity



52.227-11	May 2014	Patent Rights – Ownership by the Contractor NOTE: In accordance with FAR 27.303(b)(2) paragraph (e) is modified to include requirements in FAR 27.303(b)(2)(i) through (iv). Reporting frequency in (i) is annual.
52.227-14	May2014	Rights in Data - General
52.228-7	Mar-1996	Insurance – Liability to Third Persons
52.232-23	May2014	Assignment of Claims
52.233-1	May2014	Disputes
52.233-3	Aug-1996	Protest After Award
	Jun-1985	Alternate I
52.233-4	Oct-2004	Applicable Law for Breach of Contract Claim
52.237-3	Jan-1991	Continuity of Services
52.242-1	Apr-1984	Notice of Intent to Disallow Costs
52.242-3	May2014	Penalties for Unallowable Costs
52.242-13	Jul-1995	Bankruptcy
52.244-2	Jun-2020	Subcontracts
52.242-14	Apr 1984	Suspension of Work
52.242-15	Aug 1989	Stop-Work Order
52.244-5	Dec-1996	Competition in Subcontracting
52.246-25	Feb 1997	Limitation of Liability Services
52.251-1	Apr-1984	Government Supply Sources
52.253-1	Jan-1991	Computer Generated Forms

II. DEPARTMENT OF HEALTH AND HUMAN SERVICES ACQUISITION REGULATION (HHSAR)

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

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

<u>HHSAR Clause No.</u>	<u>Date</u>	<u>Title</u>
352.203-70	Dec 2015	Anti-Lobbying.
352.208-70	Dec 2015	Printing and Duplication.
352.211-1	Dec 2015	Public Accommodations and Commercial Facilities.
352.211-3	Dec 2015	Paperwork Reduction Act.
352.222-70	Dec 2015	Contractor Cooperation in Equal Employment Opportunity Investigations
352.223-70	Dec 2015	Safety and Health.
352.224-70	Dec 2015	Privacy Act.
352.224-71	Dec 2015	Confidential Information.
352.227-70	Dec 2015	Publications and Publicity.
352.231-70	Dec 2015	Salary Rate Limitation.
352.237-74	Dec 2015	Non-Discrimination in Service Delivery.
352.239-74	Dec 2015	Electronic and Information Technology Accessibility.