



Request for Application Proposals:
Building Healthy Communities
Healthy Retailers

Fiscal Year 2012

November 1, 2011 to October 31, 2012

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Community-Based Prevention Grant
APPLICANT CHECKLIST

PLEASE NOTE: The Vermont Department of Health will reject late applications or those missing any of the following elements:

REQUIRED NARRATIVE ELEMENTS:

- Building Healthy Communities
- Healthy Retailers

One Narrative per initiative applied for is required.

REQUIRED ATTACHMENTS:

- Applicant Information Sheet
- Applicant Checklist
- Budget Form
- Budget Narrative, Building Healthy Communities
- Budget Narrative, Healthy Retailers
- Work Plan, Building Healthy Communities
- Work Plan, Healthy Retailer
- Joint Letter of Commitment
- Resumes for identified staff, or job descriptions for un-identified staff
- Other (Building Healthy Communities implementation applicants: completed assessments, summary of results)

SUBMISSION REQUIREMENTS

- 1 Original and 5 double sided copies

This is an application for (check one):

- Building Healthy Communities Only
- Healthy Retailers Only
- Building Healthy Communities **and** Healthy Retailers

My organization currently has a VDH grant for (check all that apply):

- CHAMPPS
- Community Based Prevention Grant
- Tobacco Control Community Based Prevention Grant (this does not include OVX or VKAT Grants)

I. PURPOSE & BACKGROUND

The way land is developed and used, and the way our environment is arranged impacts our individual and community health. Evidence-based strategies for obesity prevention include designing communities that support everyday physical activity and access to healthy foods, such as creating safe walking and biking routes, preserving green space for recreational use and supporting farmers markets and community gardens.

In addition, making changes in store environments impacts health behavior. The placement of advertisements and products in stores helps consumers make healthier choices for themselves and their families.

The Vermont Department of Health's Building Healthy Communities and Healthy Retailers initiatives integrate evidence-based strategies into community and retail environments to promote and support health (see Appendix 1 and 2 for descriptions of the Building Healthy Communities and Healthy Retailers initiatives). The Vermont Department of Health (VDH) is pleased to announce a Request for Proposals for community coalitions or partnerships to implement one or both of these evidence-based initiatives.

II. AVAILABLE FUNDS

Total funds available up to \$100,000

Applicants may apply for:

1. Up to \$10,000 for Building Healthy Communities
2. Up to \$10,000 for Healthy Retailers

No grant award may exceed \$20,000.

III. ELIGIBILITY

Eligible applicants for Building Healthy Communities and Healthy Retailers funding are Vermont non-profit organizations, including municipalities.

Organizations currently receiving VDH funding for Healthy Retailers through the Combined Community Prevention, Tobacco Prevention, or CHAMPPS grants are not eligible to receive funding for Healthy Retailers under this grant opportunity but may apply for Building Healthy Communities funding.

Applicants must have a federal tax ID number or identify a fiscal agent with a federal tax ID number. **The fiscal agent is responsible for complying with all the grant requirements.**

Priority will be given to applicants who:

- Are not currently receiving any Vermont Department of Health funding under the Combined Community Prevention, Tobacco Prevention, or CHAMPPS grants;
- Demonstrate community need based on economic conditions, poverty, and obesity rates;
- Demonstrate readiness, as evidenced by expressed interest/support by the community and established partnerships with town officials and/or local retailer(s).

Applicants should review Appendix 9: Attachment C - Customary Provisions for Contracts and Grants, which outlines state customary provisions and Appendix 10: Attachment F - AHS Customary Grant Provisions.

IV. GRANT LIMIT AND USE OF FUNDS

The grant period will be November 1, 2011 – October 31, 2012. All awards are subject to the availability of state and federal funds.

Grant funds may be used for the following:

- Project staff salaries
- Operating expenses
- Implementing approved strategies
- Evaluation

Grant funds **may not** be used for the following:

- Capital expenditures.
- Payment of any person for influencing or attempting to influence an officer or employee of any State agency, a Member of Legislature, an officer or employee of Legislature, an employee of member of Legislature in connection with the awarding of a Federal or State contract, continuation, renewal, amendment, or modification of any Federal or State contract, loan or cooperative agreement.
- To supplant funds for activities already supported by the Drug Free Community Support program, Community Prevention Grants, CHAMPPS or Tobacco Community Grants.
- Development of promotional materials for the Healthy Retailers Initiative. Promotional materials will be provided by the State.
- Implementation of the Healthy Retailers Project in any stores already being targeted by a Vermont Department of Health Community Prevention Grantee or Tobacco Community Grantee.

V. SUBMISSION AND DEADLINES

A. Letter of Intent

Interested parties must submit a non-binding letter of intent. Subsequent information related to this RFP will only be forwarded to those who submit a letter of intent. In the letter of intent, include a contact name, mailing address, phone number, fax number, e-mail address and name of organization. There is no required format for the letter of intent.

B. Guidelines for Submission of Proposal

Work plan and Budget pages do not count toward the 5 page narrative.

Number all pages. Include a header or footer on each page with grantee name and initiative addressed (using “BHC” for Building Healthy Communities or “HR” for Healthy Retailers is acceptable).

Applicants applying for ONE initiative only, submit:

- The narrative section, clearly indicating which initiative (Building Healthy Communities or Healthy Retailers) is being addressed, (5 pages, one inch margins and 12-point Times New Roman font).
- Budget and Budget Narrative on the forms provided, checking on top of form, which initiative is being addressed. The budget and budget narrative do not count towards the 5 page narrative.
- Work Plans on the forms provided, checking which initiative is being addressed.
- Other required attachments.

For applicants applying for BOTH initiatives submit:

- The 5 page narrative (one inch margins, 12-point Times New Roman font), Work Plan, Budget (with both initiatives checked), Budget Narrative, and attachments for Building Healthy Communities, ***and then***
- The 5 page narrative (one inch margins, 12-point Times New Roman font), work plan, copy of the Budget, Budget Narrative, and attachments for Healthy Retailers, using the forms provided for the Budget, Budget Narrative and Work Plans.

C. Timeline & Deadlines

July 22, 2011	RFP Released
August 3, 2011	Letter of Intent Due
August 12, 2011	Applicant Questions Due
August 19, 2011	Responses to Questions (e-mailed to organizations that submitted Letter of Intent)
August 26, 2011	Application Due by 4:00PM
November 1, 2011	Anticipated Grant Award Start Date
October 31, 2012	Grant Award Period Ends

- Letters of Intent must be submitted by email and received by August 3, 2011, 12 AM Midnight. Send to Suzanne.Kelley@ahs.state.vt.us.
- All questions regarding this RFP must be submitted by e-mail and received by August 12, 2011, 12AM Midnight. Send to: Suzanne.Kelley@ahs.state.vt.us.
- All responses by the State to written questions will be e-mailed to all of the organizations that submitted Letter of Intent.
- Proposals must arrive by 4:00PM August 26, 2011.

D. Submission

US Mail or Express Delivery, to:

Vermont Department of Health, PO Box 70, 108 Cherry Street, Burlington, VT 05401
Attention: Suzanne Kelley

Applicants are cautioned that it is their responsibility to originate the mailing of the proposal in sufficient time to insure receipt by the State by the closing day and time.

Hand Delivery: to 108 Cherry St., Division of Health Improvement Disease Prevention, second floor (entrance by north elevators) Burlington, VT by 4:00PM August 26, 2011.

Electronic/e-mail or faxed bids will not be accepted.

Proposals must be received by 4:00PM August 26, 2011. Proposals or unsolicited amendments submitted after that time will not be accepted. There are no exceptions to the closing date conditions.

VI. GRANT REVIEW AND AWARD PROCESS

A. Compliance Review

Incomplete or late applications will not be accepted.

B. Technical Review

- Each application will be reviewed and scored as described in the table below.

- Applications will be reviewed based on initiative(s) applied for.
- All Building Healthy Communities applications will be reviewed and scored up to 100 points.
- All Healthy Retailer applications will be reviewed and scored up to 100 points.
- With combined applications, Building Healthy Communities and Healthy Retailers sections will be separated and scored independently (up to 100 points each).

Category	Points
Application Narrative	
a. Community Background and Need	25
b. Capacity Building	25
c. Assessment and Planning	15
d. Management and Staffing	10
Required Attachments	
1. Budget and Budget Narrative - Realistic budget and demonstrated fiscal accountability	5
2. Work Plan(s)	10
3. Joint Letter of Commitment	5
No current VDH CHAMPPS, Tobacco, Community Prevention funding	5
Total	100

C. Final Review

The grant review committee will make final recommendations for funding to the Commissioner of Health.

Any application that does not comply with eligibility requirements will be rejected. The Vermont Department of Health reserves the right to reject all applications after they have been reviewed, to negotiate awards after the application process, and to accept applications deemed most favorable to the interest of the State of Vermont and the goals of this grant opportunity.

All applicants will be notified of the decision to fund or not fund their application. Applicants may receive conditional approval, in which case certain changes or clarifications must be made to their proposal before funding will be granted.

VII. REPORTING, TRAINING AND COMMUNICATIONS REQUIREMENTS

A. Required Training/Meetings and Statewide Communications

Building Healthy Communities grantees must participate in VDH's Building Healthy Communities training to be offered in November 2011 in various locations around the state.

Healthy Retailers Grantees must attend at least three out of four Fit and Healthy Vermonter conference calls in the grant year.

B. Technology Requirements

All Grantees are required to have Microsoft Office Suite 1997, a working telephone, computer, e-mail address, internet and fax capacity.

C. Reporting Timeline and Requirements

Quarterly reporting requirements include timely submission of the following:

1. Results of assessment, planning, and/or project implementation conducted.
2. Work Plan Status Reports.
3. Project implementation work plan (for Healthy Retailers), to be approved by VDH (will be due no later than the beginning of third quarter).
4. Financial reports (forms to be provided by VDH).

VIII. APPLICATION INSTRUCTIONS

A. Applicant Information Sheet and Applicant Check List

All applicants, complete Attachment 1 and use as cover page for this application (one per applicant). All applicants complete the Applicant Checklist and use as page two of the application.

B. Narrative

Applicant may apply for one or both of the following: Building Healthy Communities and/or Healthy Retailers. The narrative may not exceed 5 pages *per initiative* 12 point Times New Roman font, with one inch margins on all sides. Clearly label which initiative(s) the narrative is addressing. A separate five page narrative is required for each initiative applied for.

1. Building Healthy Communities Narrative

Funds may be used for **one** of the following:

To build community capacity, assess, and plan for future implementation of environmental and/or policy strategies that support healthy eating and physical activity in the community, described in Appendix 3: Building Healthy Communities: Environmental and Policy Strategies,

OR

If communities can demonstrate readiness, as evidenced by established partnerships with key community members and completed assessments, *implement* environmental and/or policy strategies that support healthy eating and physical activity described in Appendix 3: Building Healthy Communities: Environmental and Policy Strategies.

See Appendix 4 Vermont Prevention Framework, for descriptions of capacity building, assessment, planning, and implementation.

a. Community Background and Need (*all Building Healthy Community applicants*) describe:

- i. Community overview, including: governance, demographics, economic climate.
- ii. Readiness - expressed interest/support by community and previous or current related activities- for addressing the community's physical environment and/or policies related to health and how this has been articulated.

If ready to implement, in addition to a. i. and ii. above, describe the strategy from Appendix 3: Building Healthy Communities: Environmental and Policy Strategies you will be implementing and how the chosen strategy(ies) will:

- i. Improve access to healthy eating, and/or physical activity in the community, including what portion of the population will benefit and how the highest risk members of the community (lower income, disparate populations) will be impacted.

- ii. Link to future projects, municipal planning documents, and municipal capital investments.

b. Capacity Building, (*all Building Healthy Community applicants*) describe:

- i. Relationship with key decision makers in the community, such as select board members, town planners, or other town officers.
- ii. How other key members of the community and residents have or will be engaged to participate.
- iii. How you will, or currently do, partner with the VDH District Office covering your area (see Appendix 8: Vermont Department of Health District Office Contacts).

c. Assessment and Planning, (*Building Healthy Community capacity building/planning applicants*) describe:

- i. How an assessment to determine an appropriate strategy for your community will be conducted, Appendix 5: Building Healthy Communities: Community Assessment.
- ii. How the information will be gathered.
- iii. How you will use the assessment results to determine the strategy that will be right for your community.

If ready to implement, describe the assessment(s) and planning undertaken that led you to choose the proposed strategy.

d. Management and Staffing, (*all Building Healthy Community applicants*) describe:

- i. Roles, responsibilities, training or education of project staff.
- ii. If staff has not yet been hired, submit a job description for the position(s).

e. Work Plan (*all Building Healthy Community applicants*):

- i. See Attachment 4: Work Plan Template instructions below.

2. Healthy Retailers Narrative

Funds for this strategy may be used to *build capacity, assess, plan, and implement* (see Appendix 4: Vermont Prevention Framework for definitions) the Healthy Retailers initiative (Appendix 2: Healthy Retailers Initiative). Organizations currently funded to do this work (under VDH Community Tobacco, CHAMPPS, ADAP programs) are not eligible for funding under this RFP. For applicants located in areas where this initiative is already underway through other organizations, the applicant must coordinate with existing groups in order to not duplicate efforts.

a. Community Background and Need (*all Healthy Retailers applicants*) describe:

- i. Community overview, including: governance, demographics, economic climate.
- ii. Availability of/access to healthy food, consider location of full service supermarkets, farmers markets, small grocers.
- iii. Readiness - expressed interest/support by the community, or previous/current related activities - for addressing the community's retail (small grocery store) environment and/or policies as they relates to health and how this has been articulated.
- iv. How highest risk members of the community (lower income, disparate populations) will be reached.

b. Capacity Building (*all Healthy Retailers applicants*) describe:

- i. Retailers in the community who have been, or may be, approached and why or how those were identified.
- ii. How other key members of the community and residents have or will be engaged to participate.
- iii. How you will, or currently do, partner with the VDH District Office Prevention Team covering your area (see Appendix 8: Vermont Department of Health District Office Contacts)

c. Assessment and Planning (*all Healthy Retailers applicants*) describe how you will:

- i. Gather information related to community members' attitudes about tobacco and alcohol advertising and healthy eating within the geographic area served by completing a minimum of 50 Healthy Retailer Community Assessments (Appendix 6). Describe how low income and/or disparate populations will be surveyed, and how and where the surveys will be distributed.
- ii. Conduct the Healthy Retailer Store Audit Checklist (Appendix 7) in a minimum of three (3) stores. Identify stores that may be selected and why.
- iii. Use the assessment results to plan how you will implement strategies identified under the "tiered guidelines for tobacco, alcohol and healthy eating" in the Planning Section of the Small Change Big Impact Retail Guide (located at <http://healthvermont.gov/adap/adap.aspx>). Include how partners and community members will be involved in the planning process.

d. Management and Staffing (*all Healthy Retailers applicants*) describe:

- i. Roles, responsibilities, training or education of project staff.
- ii. If staff has not yet been hired, submit a job description for the position(s).

e. Work Plan Healthy Retailers (*all Healthy Retailer applicants*):

- i. See Attachment 4: Work Plan Template instructions below.

C. Required Attachments

1. Attachments 2 and 3: Budget and Budget Narrative

Complete Attachments 2 and 3 to provide an itemized budget and narrative **for each initiative** the application is addressing.

The purpose of the narrative is to justify all budget items so the reviewers can understand the rationale for the funds requested. Please include hourly rates for staff and consultant time and list each position separately. Consider costs for meetings and local trainings, coalition/agency development, travel, internet access, etc. and provide itemized calculations for all costs over \$500.00

Indirect costs can not exceed 10% of the total approved annual grant award. Indirect costs are costs incurred by the fiscal agent to administer the grant.

No matching funds are required.

2. Attachment 4: Work Plan Template

Use the Work Plan Template to complete detailed work plan(s) for each initiative being addressed in the application. Clearly label the initiative the work plan is addressing. If funded, the work plan submitted with the application will be part of the Grant Agreement with the state.

Building Healthy Communities Work Plan:

Using Work Plan Template (Attachment 4) provide a detailed, **one year work plan** for the proposed project (capacity building, assessment, and planning OR implementation). The Work Plan must contain specific key activities or tasks to be conducted, person responsible, date each task will be completed, and how progress will be monitored.

Healthy Retailer Work Plan:

Using Work Plan Template (Attachment 4) provide a detailed **3-6 month Work Plan** for the capacity building, assessment, and planning phases of the project, as it is expected these steps will be completed within the first 6 months of the grant period. The Work Plan must contain specific key activities or tasks to be conducted, person responsible, date each task will be started and completed, and how progress will be monitored.

An Implementation Work Plan **is not** required with this application, but will be required after capacity building, assessment, and planning phases are completed, as evidenced by reports to VDH in quarters one and two of the grant period.

3. Attachment 5: Joint Letter of Commitment

The Joint Letter of Commitment is a single letter signed by all involved parties, which outlines the roles and responsibilities of each member or organization involved in the community coalition who is actively participating in grant activities.

Points will be given for organizations/coalitions that demonstrate established partnerships with key people and organizations to be involved with the project. Any organization or individual who is included in the narrative as a partner or responsible party should agree to and sign the Joint Letter of Commitment.

Building Healthy Communities Required Signatures:

- Town Manager, Mayor, Select Board, or “person of influence” in the town’s planning and development decisions.
- Vermont Department of Health District Director

Healthy Retailers Required signatures:

- At least one local retailer who has agreed to, or is considering, participating in the project.
- Vermont Department of Health District Director

Other letters of support are encouraged to demonstrate community buy-in and support for the project. Examples include the public works director, town planner, Planning Commission or DRB, and Regional Planning Commission. Staff or Chairperson of Downtown Partnership (if applicable) OR business representative such as local Chamber of Commerce or influential local employer.

4. Attachment 6: Building Healthy Communities

Applicants requesting funds to implement environmental and/or policy strategies that support healthy eating and physical activity described in Appendix 3: Building Healthy Communities: Environmental and Policy Strategies must attach a copy of the assessment tools used and a summary of results. There is no required template for this.

ATTACHMENT 1: APPLICANT INFORMATION SHEET
Use this form as the cover sheet of the application

Applicant/Fiscal Agent: _____

Contact Person: _____

Title: _____

Mailing Address: _____

Town, State, ZIP: _____

Telephone: _____ Fax #: _____ E-mail Address: _____

FY Starts: ____/____/____ FY Ends: ____/____/____

Financial Contact Person: _____

Telephone: _____ Fax #: _____ E-mail Address: _____

Federal Tax ID Number: _____ State Tax ID Number _____

Applicant (if not same as Fiscal Agent): _____

Contact Person: _____

Title: _____

Mailing Address: _____

Town, State, ZIP: _____

Telephone: _____ Fax #: _____ E-mail Address: _____

Total Amount Requested: _____

List specific geographic area, target population to be served and number expected to serve:

If this application represents multiple coalitions/partnerships/agencies, please list your partners:

List all current funding sources and potential funding for FY 12: _____

Whom should we contact if we have questions about this application?

Name: _____

Phone #: _____

Signature of Duly Authorized Agent

Date

Please print name of Agent

Phone number

ATTACHMENT 3: BUDGET NARRATIVE FORM

For each line item in the budget form provide a brief narrative description of how it will be used to support the proposal.

This is the Budget Narrative for (please check one):

Note: if applying for both initiatives, complete one Budget Narrative for each initiative

Healthy Community Design

Healthy Retailer

PERSONNEL	(insert total amount)
------------------	------------------------------

A. Program Staff (for each person provide a brief description of the scope of work to be accomplished and the percent of full-time equivalent dedicated to the project).

1. Title
Description

2. Title
Description

B. Benefits

Brief description of the benefits offered by your organization

C. Consultants

Itemize consultants by project, provide a description of the scope of work of the consultant and the number of hours required.

D. Other

OPERATING	(insert total amount)
------------------	------------------------------

A. Advertising/Marketing

Itemize advertising and marketing expense, providing a brief description of the advertising or marketing strategy.

Professional Liability Insurance

B. Telephone

C. Travel

Itemize travel expenses by project. Mileage reimbursement should be calculated at the current state rate.

D. Postage

Itemize projects requiring postage and describe the project.

E. Materials

Itemize materials, providing a brief description of the how the materials will be used to accomplish the goals of the project.

F. Training Education

Provide a description of training needs and expenses.

Building	(insert total amount)
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G. Insurance

H. Rent/Mortgage Payments

I. Repair & Maintenance

J. Utilities

INDIRECT/ADMINISTRATIVE	(insert total amount)
--------------------------------	------------------------------

K. Supplies

L. Postage

M. Printing/Duplicating

N. Telephone

O. Equipment

ATTACHMENT 4: WORK PLAN TEMPLATE

Applicant Name: _____

Work Plan for (check one):

Note: separate work plans must be completed for each initiative

- Building Healthy Communities: Capacity Building, Assessment, Planning (1 year)**
- Building Healthy Communities: Implementation (1 Year)**
- Healthy Retailers: Capacity Building, Assessment, Planning (3-6 month)**

Goal 1:

G1 Objective 1:

G1 O1 Narrative Description: *[Describe the objective as it relates to the overall proposed project, including partnership and the primary audience(s) involved.]*

Activity	Responsible Party(ies)	Start/End Dates

Evaluation (how will you measure success?)	Responsible Party(ies)	Start/End Dates
[Evaluation activity]		
[Summary of evaluation approach]		

G1 Objective 2:

G1 O2 Narrative Description: *[Describe the objective as it relates to the overall proposed project, including partnership and the primary audience(s) involved.]*

Activity	Responsible Party(ies)	Start/End Dates

Evaluation (how will you measure success?)	Responsible Party(ies)	Start/End Dates

[Evaluation activity]		
[Summary of evaluation approach]		

Goal 2:

G2 Objective 1:

G1 O1 Narrative Description: *[Describe the objective as it relates to the overall proposed project, including partnership and the primary audience(s) involved.]*

Activity	Responsible Party(ies)	Start/End Date

Evaluation	Responsible Party(ies)	Start/End Date
[Evaluation activity]		
[Summary of evaluation approach]		

G2 Objective 2:

G1 O2 Narrative Description: *[Describe the objective as it relates to the overall proposed project, including partnership and the primary audience(s) involved.]*

Activity	Responsible Party(ies)	Start/End Date

Evaluation	Responsible Party(ies)	Start/End Date
[Evaluation activity]		
[Summary of evaluation approach]		

ATTACHMENT 5: JOINT LETTER OF COMMITMENT

This is an application for (please check one):

Healthy Community Design

Healthy Retailer

Partner Organization: VDH District Director (required of all applicants)

Contact Person: _____

Title: _____

Mailing Address: _____

Town: _____ State: _____ Zipcode: _____

Telephone: _____ Fax #: _____ Email: _____

Brief description of the work and support the District Office agrees to provide for the proposed project:

Signature of District Director:

Partner Organization: _____

Contact Person: _____

Title: _____

Mailing Address: _____

Town: _____ State: _____ Zipcode: _____

Telephone: _____ Fax #: _____ Email: _____

Brief description of the work and support the partner organization agrees to provide for the proposed project:

Name, Title, Signature:

Partner Organization: _____

Contact Person: _____

Title: _____

Mailing Address: _____

Town: _____ State: _____ Zipcode: _____

Telephone: _____ Fax #: _____ Email: _____

Brief description of the work and support that the partner has agreed to provide for the proposed project:

Name, Title, Signature:

Partner Organization: _____

Contact Person: _____

Title: _____

Mailing Address: _____

Town: _____ State: _____ Zipcode: _____

Telephone: _____ Fax #: _____ Email: _____

Brief description of the work and support that the partner has agreed to provide for the proposed project:

Name, Title, Signature:

APPENDIX 1: BUILDING HEALTHY COMMUNITIES INITIATIVE

Background/Rationale:

The way land is developed and used and the way our environment is arranged impacts our individual and community health. Public health advocates and practitioners are interested in land use planning and community design due to the linkages with obesity and chronic disease. Unhealthy eating habits and sedentary behavior are significant contributors to rising rates of obesity, diabetes and the persistence of chronic diseases. Creating built environments to increase access to fresh and affordable food and to increase physical activity through active living is an essential strategy for good health.

Town officials and planning entities follow planning goals to preserve traditional town centers, protect working landscapes and increase economic vitality. Leaders search for strategies that support the rural landscape and create an economic climate that enhances the viability of working lands and conserves natural lands; help existing places to thrive by taking care of assets and investments such as downtowns, infrastructure, and places that the community values; and create great new places by building vibrant, enduring neighborhoods and communities that people, especially young people, don't want to leave.

Project Goal:

The goal of this initiative is to further health promotion efforts by building capacity, assessing, planning and implementing evidence based environmental and policy level strategies that support:

Mixed Use Development approaches that site residential, retail, office, industry, medical and educational facilities close to each other and in higher densities. This traditional village development pattern helps to create a walkable community that provides opportunities for people of all ages and abilities to engage in routine physical activity.

Bicycle and Pedestrian Friendly Communities promote active lifestyles by providing residents with the necessary infrastructure through a well-designed bicycle and pedestrian network. Bicycle and pedestrian friendly communities take into consideration safety, comfort and aesthetics by providing amenities such as bicycle parking, sidewalks, cross walks, shared use paths, lighting, benches and street trees.

Access to Parks, Recreational Facilities and Open Space promotes active and healthy lifestyles by providing residents with safe places to play and connect. Recreation facilities provide space for community members to engage in physical activity and include places such as parks and green space, outdoor sports fields and facilities, walking and biking trails, public pools, and community playgrounds. Access to recreation facilities is affected by proximity to homes or schools, cost, hours of operation, and transportation.

Access to Healthy Foods Lack of access to healthy food options can contribute to obesity and associated health problems (e.g., diabetes, heart disease, etc.). Living in an area where there is a lack of healthy foods, yet a high concentration of unhealthy options shapes health behaviors and perceptions about the neighborhood. Local land-use policies, zoning and ordinances can increase access to healthy food and local food production by utilizing public spaces for farmers markets, expanding community garden programs, supporting community-based agricultural enterprises, and zoning for supermarket and restaurant locations.

APPENDIX 2: HEALTHY RETAILERS INITIATIVE

Supermarkets provide a larger selection of healthy foods at lower prices compared to smaller grocery and convenience stores. These smaller stores are often frequented by Vermonters who do not have regular access to full scale supermarkets and thus may be exposed to more unhealthy choices.

A Public Health best practice includes implementation of strategies that create an environment where making a healthy choice is an easy choice. The Vermont Department of Health's Healthy Retailers Initiative promotes healthy choices at small retailers throughout Vermont and brings together the Tobacco Control, Alcohol and Drug Prevention, and Nutrition Programs.

Project Goal:

The goal of this initiative is to further health promotion efforts by changing the environment within independently owned grocery and convenience stores. By reducing tobacco and alcohol marketing while promoting healthy foods, independent retailers can make small changes that will make a big impact.

Strategies:

1. State level Health Promotion programs worked collaboratively with a marketing agency to create a resource guide providing background information, strategies for working with retailers, and methods for engaging the community.
2. Community partners will work with retailers to promote healthy choices using VDH's Small Change Big Impact Resource (available at ____ need it on the website!), while limiting point of purchase advertising for tobacco and alcohol. Community coalitions will work together to determine how to best serve the needs of the retailers, their customers, and the community.
3. Coalitions and community partners will receive on-going technical assistance and networking opportunities as they work collectively to reduce tobacco use, decrease alcohol consumption, and improve healthy choices.
4. VDH will provide promotional materials to increase healthy options including fresh fruits and vegetables and serve as a replacement for advertising of some of the unhealthy messages.

APPENDIX 3: BUILDING HEALTHY COMMUNITIES: ENVIRONMENTAL AND POLICY STRATEGIES

Following are VDH approved strategies that may be implemented under the Building Healthy Communities Initiative:

I. Create Healthy Municipal Plans and Policies:

Propose a Healthy Community Resolution, Ordinance and Bylaw

Create a Healthy Municipal Plan

Implement the Municipal Plan

II. Evaluate Development Decisions:

Participate in Development Review

Conduct Health Impact Assessments

III. Support Active Living:

Endorse Complete Streets Policies in Town Plans

Create a Bicycle and Pedestrian Master Plan

Adopt Pedestrian/Bike Friendly Provisions in Local Land Use Regulations

Establish Design Guidelines for Walkability/Bikeability

Select Appropriate Strategies

Find Funding for Transportation Implementation

IV. Increase Places for Physical Activity:

Review and Amend the Town Plan

Preserve Open Space

Establish Trail Networks

Use School Grounds and Facilities

V. Support Access to Healthy Local Food:

Support Healthy Food Access in Municipal Plan

Support Farms and Preserve Farm Land

Expand Healthy Retailers and Retail of Healthy Foods

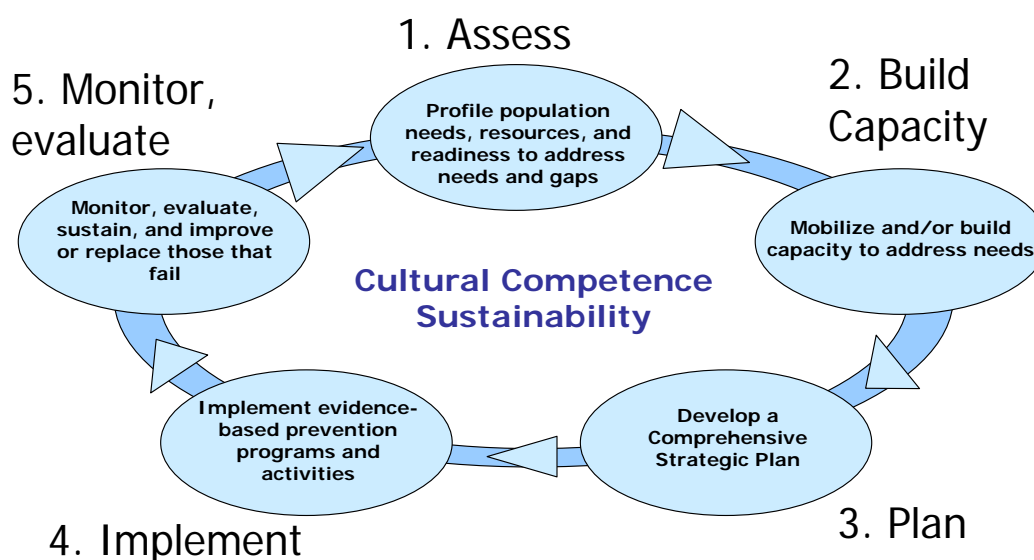
Support Community Gardens and Farmers Markets

Support Community-based Agricultural Enterprises

APPENDIX 4: VERMONT PREVENTION FRAMEWORK

The Vermont Prevention Framework offers a step by step process for assessing, developing, implementing and evaluating community based prevention programs. This is an evidence-based process for community development.

Prevention Framework



Step 1: Community Assessment: An assessment must be completed prior to starting programs or activities. A comprehensive community assessment includes gathering qualitative and quantitative data to identify priorities, assets and gaps, developing a greater understanding of the target audience and identifying priorities for prevention.

Step 2: Capacity building: Programs need to engage a wide variety of partners and include them in all stages of planning and implementation to ensure success.

Step 3: Planning: Based on the community assessment findings, communities will work with partners to: prioritize findings, write goals and measurable objectives for written community action plans that addresses one or more of the focus areas and address the upper levels of the prevention model.

Step 4: Implementation: Implement prevention strategies using and building on best practice and evidence based guidelines as recommended by the Vermont Department of Health chronic disease prevention programs

Step 5: Evaluation: Conduct an evaluation of the assessment, capacity building planning process. Implementation plans should include evaluation measures.

APPENDIX 5: BUILDING HEALTHY COMMUNITIES: COMMUNITY ASSESSMENT

The final version of the Community Assessment is under development. Below are the types of questions that will be included. The final will be available by August, 2011.

The following questions reflect evidence-based strategies for increasing opportunities for physical activity through daily living and increasing access to fresh healthy food. The questions are intended to provide a broad assessment. For each of the areas of inquiry, additional detailed assessment tools are suggested.

To what extent is healthy community design and land use encouraged as evidenced by:

- Mixed use development with public services, business, retail and housing development directed toward compact, mixed-use centers, at a scale of growth that fits the community and region
- Location of necessary services, public and private, in the village and community centers
- Public services, public buildings, parks and other common destinations placed to maximize the number of people that can walk to them
- Healthy food providers – stores, farmers markets, community gardens – in close proximity to a majority of residential and employment use

For additional detailed information, use the Smart Growth Scorecard to assess the physical and policy supports in place to: preserve traditional settlement patterns, with a higher-density community center (or centers) surrounded by mostly open space; encourage mixed uses and a diversity of businesses in compact centers; offer a range of choices for housing and transportation; preserve working land and important natural, and historic, resources; involve citizens and interest groups in deciding the community's future.

<http://www.smartgrowthvermont.org/fileadmin/files/publications/SPRAWLscorecard.pdf>

To what extent is active daily living through walking and biking promoted as evidenced by:

- Street design that supports walking – e.g. sidewalks on both sides of the street, pedestrian signals, safe pedestrian crossings, appropriate lighting and trees to provide shade
- Street design for bicycle safety and convenience – e.g., street markings, curb cuts and driveways, potential hazards, linkages to bicycle routes outside the site, and bicycle parking
- Connected areas of development to provide easy pedestrian and bicycle access from one development to the next—through bicycle lane, sidewalks, or pedestrian paths
- Walking routes and biking routes in the community accessible to people with disabilities and in compliance with Americans with Disabilities Act (ADA) requirements
- Options for those who cannot drive -- public transportation options (e.g., buses Dial-a-Ride or a medical transportation system) that provides access to major employers, medical facilities, schools, physical activity/recreation facilities, and retail areas, including stores/resources for healthy food

For additional detailed information, conduct a walk and bike audit to determine whether it is safe, easy and inviting to walk and bike:.

Walkability Checklist, developed by The Partnership for a Walkable America (PWA), <http://www.walkableamerica.org/checklist-walkability.pdf>
Bikeability Checklist maintained by the Pedestrian and Bicycle Information Center <http://www.bicyclinginfo.org/pdf/bikabilitychecklist.pdf>

To what extent is increased physical activity promoted through parks, recreational facilities and open space as evidenced by:

- Access to public parks and playgrounds
- Access to recreational facilities— such as baseball fields, soccer fields, tennis courts (indoor and outdoor), skate parks, ice-skating rinks (indoors and out), swimming pools, tracks, public golf courses
- Access to open spaces for recreation— such as conservation lands, paths and trails, bodies of water, forests and mountains – for hiking, mountain biking, hunting, fishing, nature observation, cross country skiing, etc.
- Access to parks, recreational facilities and open space for people of all ages and abilities
- Access to parks, recreation facilities, or open spaces within reasonable walking distance of most homes

For additional detailed information, update the town recreational inventory. *The Inventory of Resources related to Health in Vermont Towns and Cities*, was created by the Center for Rural Studies at UVM.
<http://crs.uvm.edu/townhealthresources/>

To what is the availability of healthy foods increased as evidenced by:

- Support for farm and agriculture-related enterprises
- Municipally-controlled land — including town greens, municipal parks, school grounds— designated for community gardens or small agriculture
- Municipally-controlled land — including town greens, municipal parks, school grounds— used for farmers’ markets
- Private vacant or under-utilized land (hospitals, schools) used for community gardens and/or small agriculture
- Location of retailers that offer fresh produce and other healthy food options – including stores, farmers’ market, roadside vegetable and fruit stands, and farm stands – close where people live, work, and play
- Public transportation, if needed, to retailers of healthy foods including large grocery stores
- Acceptance of EBT (3 Squares VT) and WIC cards by healthy food outlets

For additional detailed information: conduct a community food audit to assess access to healthy foods through a variety of community policies and programs. *USDA Community Food Security Assessment Toolkit; USDA, July 2002* <http://www.ers.usda.gov/Publications/EFAN02013/>

Note: Adapted from the CDC CHANGE Tool, Vermont Smart Growth Scorecard and the Design for Health Checklist

APPENDIX 6: HEALTHY RETAILERS COMMUNITY ASSESMENT TOOL

A local community coalition working toward better health and well being for the residents of this area is interested in learning more about community attitudes toward tobacco and alcohol advertising and attitudes toward healthy eating. We would like you to answer a few quick questions. If you prefer, this survey can be completed on-line at:

<https://www.surveymonkey.com/s/healthyretailer>

Check Only One Response, Unless Otherwise Noted

Some convenience stores and gas stations have tobacco advertising on the inside of their doors and near the cash registers. Do you think tobacco advertising should...

- | | |
|--|---|
| <input type="checkbox"/> Be allowed anywhere inside a store | <input type="checkbox"/> Not be allowed anywhere inside a store |
| <input type="checkbox"/> Be limited to displays behind the counter | <input type="checkbox"/> Not sure/Refused |

Some convenience stores and gas stations have alcohol advertising on the inside of their doors and near the cash registers. Do you think alcohol advertising should ...

- | | |
|---|---|
| <input type="checkbox"/> Be allowed anywhere inside a store | <input type="checkbox"/> Not be allowed anywhere inside a store |
| <input type="checkbox"/> Be limited in some way | <input type="checkbox"/> Not sure/Refused |

Some convenience stores and gas stations have tobacco advertising that is visible from the outside, such as on the building, in the parking lot, or in store windows. Do you think tobacco advertising should...

- | | |
|--|--|
| <input type="checkbox"/> Be allowed anywhere outside a store | <input type="checkbox"/> Not be allowed anywhere outside a store |
| <input type="checkbox"/> Be limited in some way | <input type="checkbox"/> Not sure/Refused |

Some convenience stores and gas stations have alcohol advertising that is visible from the outside, such as on the building, in the parking lot, or in store windows. Do you think alcohol advertising should...

- | | |
|--|--|
| <input type="checkbox"/> Be allowed anywhere outside a store | <input type="checkbox"/> Not be allowed anywhere outside a store |
| <input type="checkbox"/> Be limited in some way | <input type="checkbox"/> Not sure/Refused |

Would you like to see store owners voluntarily decrease the number of tobacco ads/displays in their stores?
know/No Opinion

- Yes No Don't

Would you like to see store owners voluntarily decrease the number of alcohol ads/displays in their stores?
know/No Opinion

- Yes No Don't

Do you think the following types of stores should or should not post advertisements and signs for tobacco products?

	Post Advertisements or Signs for Tobacco Products		
	Should	Should NOT	Don't Know
Grocery Store (chain)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Pharmacies	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Corner Store	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Gas Station/Convenience	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Do you think that the following types of stores should or should not sell tobacco products (cigarettes, cigars, chew tobacco, etc.)?

	Sell Tobacco Products		
	Should	Should NOT	Don't Know
Grocery Store (chain)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Pharmacies	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Corner Store	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Gas Station/Convenience	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Do you use tobacco products? Yes No Refused

Do you think youth are influenced by alcohol advertising in stores?

Yes No Don't know/No Opinion

Do you think youth are influenced by tobacco advertising in stores?

Yes No Don't know/No Opinion

What type of fruits do you usually buy when grocery shopping?

Fresh Canned
 Frozen

What type of vegetables do you usually buy when grocery shopping?

Fresh Canned
 Frozen

Do you ever shop at convenience stores? Yes No

If yes, what food do you usually purchase there? Check all that apply.

Soda Juice Water Milk Fruit Vegetables
 Chips Candy Pretzels Nuts Bread

Vermont Department of Health, Request for Proposals:
Building Healthy Communities; Healthy Retailers

Other _____

Please circle the number that best represents how well your local convenience or corner grocery store meets your shopping expectations. (A corner grocery store is any independently owned small grocery store found only in your community.)

	Strongly Disagree			Strongly Agree	
I would buy fresh fruits and vegetables at the convenience store or small corner store if they were available and of good quality	1	2	3	4	5
I would shop at one store over another if one was certified as a "healthy retailer" and the other was not	1	2	3	4	5

Please circle the number that best represents how well your local convenience or corner grocery store meets your shopping expectations. (A corner grocery store is any independently owned small grocery store found only in your community.)

	Doesn't Meet Expectations			Exceeds Expectation	
Availability of healthy food (low-fat milk, whole grain bread, fresh/frozen/canned fruits and vegetables, etc.)	1	2	3	4	5
Quality of food	1	2	3	4	5
Prices of items offered	1	2	3	4	5
Customer service	1	2	3	4	5
Cleanliness of store	1	2	3	4	5
Convenient business hours	1	2	3	4	5
Travel time to the store	1	2	3	4	5
Other _____	1	2	3	4	5

The convenience or corner grocery store you shop at most often is? _____

Town that store is located in: _____

How often do you shop there every month? 1-2 times 3-4 times
 5 or more times

Estimated average dollar amount spent per visit
 \$0.00 - \$20.00 \$21.00 - \$30.00 \$30.00 or more

Primary reason for visit:
 Getting weekly/monthly groceries
 Picking up a few non-essential items
 Getting a meal from the restaurant /café /deli
 Other, please specify _____

Primary reason for shopping at a convenience store:
 Location of the store
 Price

Vermont Department of Health, Request for Proposals:
Building Healthy Communities; Healthy Retailers

- Supporting my community by keeping money here
 Other, please specify _____

What one thing would encourage you to buy healthier foods more often? _____

Please use the space below for any additional comments you have that were not addressed above.

Finally, we have a few questions for classification purposes only:

Are you: Male Female

What age category are you in? < 18 18-24 25-34 35-44
 45-54 55-64 65+

What is the last year of education you have completed? High school or less
 Some college
 College graduate or more

What town do you live in? _____

How many people live in your household? One Two Three Four
 Five Six Seven Eight or more

Which of the following best represents your household income in the past 12 months?

Less than \$10,000
 \$10,000 – \$14,999
 \$15,000 – \$19,999
 \$20,000 – \$24,999
 \$25,000 – \$34,999
 \$35,000 – \$49,999
 \$50,000 – \$74,999
 \$75,000 -- \$99,999
 \$100,000 or more

Today's Date: ___ ___ / ___ ___ / 2011

APPENDIX 7: HEALTHY RETAILERS STORE AUDIT CHECKLIST

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APPENDIX A. STORE AUDIT

Town: _____ County: _____ (attach photos to this form)

Please check type of store: Small Market Gas Station Chain Convenience
 Chain Supermarket Pharmacy Other _____

Can you see advertising from a nearby: School Park Playground Other _____

Cigarettes

Ads on door and window Y N How Many _____
 Ads inside of store Y N How Many _____
 Ads outside of store (telephone pole, lawn sign, etc) Y N How Many _____
 Products next to candy Y N How Many _____
 Products, promotion or POP 3 feet high or less Y N How Many _____
 Power wall (products grouped together, usually in grid, that is high and/or wide) Y N How Many _____
 Lighted displays Y N How Many _____
 Three most advertised brands of cigarettes in the store _____

Smokeless Tobacco (Chew, snuff, dip, Snus, Orbs, Sticks or Strips)

Ads on door and window Y N How Many _____
 Ads inside of store Y N How Many _____
 Ads outside of store (telephone pole, lawn sign, etc) Y N How Many _____
 Products next to candy Y N How Many _____
 Products, promotion or POP 3 feet high or less Y N How Many _____

Cigars or Cigarillos

Ads on door and window Y N How Many _____
 Ads inside of store Y N How Many _____
 Ads outside of store (telephone pole, lawn sign, etc) Y N How Many _____
 Products next to candy Y N How Many _____
 Products, promotion or POP 3 feet high or less Y N How Many _____
 Flavored products sold Y N How Many _____

Beer, Wine, Alco-pops & Alcoholic Energy Drinks (Alco-pops include products like Mike's Hard Lemonade, Bacardi Silver, Twisted Tea and Smirnoff Ice); (Alcoholic energy drinks include products like Joose and Rockstar 21)

Ads on door and window Y N How Many _____
 Ads inside of store Y N How Many _____
 Ads outside of store (telephone pole, lawn sign, etc) Y N How Many _____
 Products, promotion or POP 3 feet high or less Y N How Many _____
 Cooler ads (on cooler doors) Y N How Many _____
 Floor displays and/or standing posters Y N How Many _____
 Free item with purchase Y N How Many _____
 Alco-pops next to or mixed with non-alcoholic beverages Y N How Many _____

Vermont Department of Health, Request for Proposals:
Building Healthy Communities; Healthy Retailers

Does the Store Accept

3SquaresVT? Look for a sign—ask if one is not visible Y N
 WIC Fresh Fruit & Vegetable Benefit? Look for a sign—ask if one is not visible Y N

Fruits and Vegetables

Fresh fruit Y N
 What kinds? Apples Oranges Bananas Other(s): _____
 Dried fruit Y N
 Fresh vegetables Y N
 What kinds? Carrots Romaine Lettuce Other(s) _____
 Canned fruits Y N
 Canned fruit in juice, not in syrup Y N
 Frozen fruit without added sugar or sauces Y N
 Canned vegetables without added sauces Y N
 Reduced-sodium canned vegetables Y N
 Frozen vegetables without added breading or sauces Y N
 Are any local fruits and vegetables available? Y N
 What kinds? _____
 Are they highlighted with any special signs or promotions? Y N

Dairy Products

Low-fat (skim or 1%) milk Y N
 Low-fat (skim or 1%) flavored milk (e.g. chocolate, strawberry) Y N
 What is the lowest price of each kind of milk per gallon?
 Skim \$ _____ 1% \$ _____ 2% \$ _____ Whole \$ _____
 Low or non fat single serving yogurt Y N
 Reduced-fat cheese (shredded or blocks) Y N
 Cheese sticks Y N

Snack Foods

Baked chips Y N
 Pretzels Y N
 Nuts Y N
 Low or no-salt nuts Y N
 Granola bars (less than 35% of calories from fat and less than 30 grams of sugar per 8 oz) Y N
 Popcorn (lower in salt and butter) Y N
 Other healthy snacks (less than 35% of calories from fat and less than 30 grams of sugar per 8 oz) Y N

APPENDIX 8: VERMONT DEPARTMENT OF HEALTH DISTRICT OFFICE CONTACTS

<p><u>Barre</u> B Dept ID 3420021502 <u>86</u> Sasha Bianchi, District Director 802- 476-0161 VT Dept. of Health McFarland Office Building 5 Perry Street, Suite 250 Barre, VT 05641-4272</p>	<p><u>Bennington</u> E Dept ID 3420021503 <u>80</u> Vacant, District Director 802-447-6406 VT Dept. of Health 324 Main St. Suite 2 Bennington, VT 05201-2107</p>	<p><u>Brattleboro</u> T Dept ID 3420021504 <u>87</u> Dianne Champion, District Director 802-251-2101 VT Dept. of Health 232 Main Street, Ste 3 Brattleboro, VT 05301-2881</p>
<p><u>Burlington</u> U Dept ID 3420021505 <u>15</u> Heather Danis, District Director (802) 951-0061 VT Dept. of Health 108 Cherry Street, Suite 101 PO Box 70 Burlington, VT 05402-0070</p>	<p><u>Middlebury</u> M Dept ID 3420021506 <u>89</u> Joanne Calvi, District Director 802-388-5732 VT Dept. of Health 156 So. Village Green, Suite 102 Middlebury, VT 05753-1529</p>	<p><u>Morrisville</u> V Dept ID 3420021507 <u>90</u> Sasha Bianchi, District Director 802-888-1351 VT Dept. of Health 63 Professional Drive, Suite #1 Morrisville, VT 05661</p>
<p><u>Newport</u> Ann Creaven, District Director 802-334-6707 VT Dept. of Health 100 Main Street, Suite 220 Newport, VT 05855</p>	<p><u>Rutland</u> R Joanne Calvi, District Director 802-786-5112 VT Dept. of Health 300 Asa Bloomer State Office Bldg. Rutland, VT 05701</p>	<p><u>St. Albans</u> Judy Ashley-McLaughlin, District Director 802-527-5582 VT Dept. of Health 20 Houghton Street Suite 312 St. Albans, VT 05478-2248</p>
<p><u>St. Johnsbury</u> Ann Creaven, District Director 802-751-0179 VT Dept. of Health 107 Eastern Avenue, Suite 9 St. Johnsbury, VT 05819-2638</p>	<p><u>Springfield</u> Becky Thomas, District Director 802-885-8924 VT Dept. of Health 100 Mineral Street, Suite 104 Springfield, VT 05156</p>	<p><u>White River Junction</u> Becky Thomas, District Director 802-295-8821 VT Dept. of Health 226 Holiday Drive, Suite 22 White River Junction, VT 05001</p>

APPENDIX 9: ATTACHMENT C - CUSTOMARY PROVISIONS FOR CONTRACTS AND GRANTS

1. **Entire Agreement.** This Agreement, whether in the form of a Contract, State Funded Grant, or Federally Funded Grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.
2. **Applicable Law.** This Agreement will be governed by the laws of the State of Vermont.
3. **Definitions:** For purposes of this Attachment, “Party” shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement.
4. **Appropriations:** If appropriations are insufficient to support this Agreement, the State may cancel on a date agreed to by the parties or upon the expiration or reduction of existing appropriation authority. In the case that this Agreement is funded in whole or in part by federal or other non-State funds, and in the event those funds become unavailable or reduced, the State may suspend or cancel this Agreement immediately, and the State shall have no obligation to fund this Agreement from State revenues.
5. **No Employee Benefits For Party:** The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the state withhold any state or federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.
6. **Independence, Liability:** The Party will act in an independent capacity and not as officers or employees of the State.

The Party shall defend the State and its officers and employees against all claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The Party shall notify its insurance company and the State within 10 days of receiving any claim for damages, notice of claims, pre-claims, or service of judgments or claims, for any act or omissions in the performance of this Agreement.

After a final judgment or settlement the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party.

The Party shall indemnify the State and its officers and employees in the event that the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party.

7. **Insurance:** Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverage is in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the state through the term of the Agreement. No warranty is made that the coverage and limits listed herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

Workers Compensation: With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont.

General Liability and Property Damage: With respect to all operations performed under the Agreement, the Party shall carry general liability insurance having all major divisions of coverage including, but not limited to:

Premises - Operations

Products and Completed Operations

Personal Injury Liability

Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

\$1,000,000 Per Occurrence

\$1,000,000 General Aggregate

\$1,000,000 Products/Completed Operations Aggregate

\$ 50,000 Fire/ Legal/Liability

Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

Automotive Liability: The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than: \$1,000,000 combined single limit.

Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

Professional Liability: Before commencing work on this Agreement and throughout the term of this Agreement, the Party shall procure and maintain professional liability insurance for any and all services performed under this Agreement, with minimum coverage of \$ _____ per occurrence, and \$ _____ aggregate.

8. **Reliance by the State on Representations:** All payments by the State under this Agreement will be made in reliance upon the accuracy of all prior representations by the Party, including but not limited to bills, invoices, progress reports and other proofs of work.

9. **Requirement to Have a Single Audit:** In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, and if this Subrecipient expends \$500,000 or more in federal assistance during its fiscal year, the Subrecipient is required to have a single audit conducted in accordance with the Single Audit Act, except when it elects to have a program specific audit.

The Subrecipient may elect to have a program specific audit if it expends funds under only one federal program and the federal program's laws, regulating or grant agreements do not require a financial statement audit of the Party.

A Subrecipient is exempt if the Party expends less than \$500,000 in total federal assistance in one year.

The Subrecipient will complete the Certification of Audit Requirement annually within 45 days after its fiscal year end. If a single audit is required, the sub-recipient will submit a copy of the audit report to the primary pass-through Party and any other pass-through Party that requests it within 9 months. If a single audit is not required, the Subrecipient will submit the Schedule of Federal Expenditures within 45 days. These forms will be mailed to the Subrecipient by the Department of Finance and Management near the end of its fiscal year. These forms are also available on the Finance & Management Web page at: <http://finance.vermont.gov/forms>

10. **Records Available for Audit:** The Party will maintain all books, documents, payroll papers, accounting records and other evidence pertaining to costs incurred under this agreement and make them available at reasonable times during the period of the Agreement and for three years thereafter for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved. The State, by any authorized representative, shall have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this Agreement.

11. **Fair Employment Practices and Americans with Disabilities Act:** Party agrees to comply with the requirement of Title 21 V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement. Party further agrees to include this provision in all subcontracts.

12. **Set Off:** The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.

13. Taxes Due to the State:

- a. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.

b. Party certifies under the pains and penalties of perjury that, as of the date the Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.

c. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.

Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.

14. Child Support: (Applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date the Agreement is signed, he/she:

- a. is not under any obligation to pay child support; or
- b. is under such an obligation and is in good standing with respect to that obligation; or
- c. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

15. Sub-Agreements: Party shall not assign, subcontract or subgrant the performance of his Agreement or any portion thereof to any other Party without the prior written approval of the State. Party also agrees to include in subcontract or subgrant agreements a tax certification in accordance with paragraph 13 above.

Notwithstanding the foregoing, the State agrees that the Party may assign this agreement, including all of the Party's rights and obligations hereunder, to any successor in interest to the Party arising out of the sale of or reorganization of the Party.

16. No Gifts or Gratuities: Party shall not give title or possession of any thing of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Agreement.

17. Copies: All written reports prepared under this Agreement will be printed using both sides of the paper.

18. Certification Regarding Debarment: Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs or programs supported in whole or in part by federal funds.

APPENDIX 10 - ATTACHMENT F
AGENCY OF HUMAN SERVICES' CUSTOMARY GRANT PROVISIONS

1. **Agency of Human Services – Field Services Directors** will share oversight with the department (or field office) that is a party to the grant for provider performance using outcomes, processes, terms and conditions agreed to under this grant.
2. **2-1-1 Data Base:** The Grantee providing a health or human services within Vermont, or near the border that is readily accessible to residents of Vermont, will provide relevant descriptive information regarding its agency, programs and/or contact and will adhere to the "Inclusion/Exclusion" policy of Vermont's United Way/Vermont 211. If included, the Grantee will provide accurate and up to date information to their data base as needed. The "Inclusion/Exclusion" policy can be found at www.vermont211.org

3. Medicaid Program Grantees:

Inspection of Records: Any grants accessing payments for services through the Global Commitment to Health Waiver and Vermont Medicaid program must fulfill state and federal legal requirements to enable the Agency of Human Services (AHS), the United States Department of Health and Human Services (DHHS) and the Government Accounting Office (GAO) to:

Evaluate through inspection or other means the quality, appropriateness, and timeliness of services performed; and

Inspect and audit any financial records of such Grantee or subgrantee.

Subcontracting for Medicaid Services: Having a subcontract does not terminate the Grantee, receiving funds under Vermont's Medicaid program, from its responsibility to ensure that all activities under this agreement are carried out. Subcontracts must specify the activities and reporting responsibilities of the Grantee or subgrantee and provide for revoking delegation or imposing other sanctions if the Grantee or subgrantee's performance is inadequate. The Grantee agrees to make available upon request to the Agency of Human Services; the Department of Vermont Health Access; the Department of Disabilities, Aging and Independent Living; and the Center for Medicare and Medicaid Services (CMS) all grants and subgrants between the Grantee and service providers.

Medicaid Notification of Termination Requirements: Any Grantee accessing payments for services under the Global Commitment to Health Waiver and Medicaid programs who terminates their practice will follow the Department of Vermont Health Access, Managed Care Organization enrollee notification requirements.

Encounter Data: Any Grantee accessing payments for services through the Global Commitment to Health Waiver and Vermont Medicaid programs must provide encounter data to the Agency of Human Services and/or its departments and ensure that it can be linked to enrollee eligibility files maintained by the State.

Federal Medicaid System Security Requirements Compliance: All Grantees and subcontractors must provide a security plan, risk assessment, and security controls review document within three months of the start date of this agreement (and update it annually thereafter) to support audit compliance with 45CFR95.621 subpart F, *ADP (Automated Data Processing) System Security Requirements and Review Process*. Community-Based Prevention Continuation Grant Request for Proposal Fiscal Year 2012 40

4. Non-discrimination Based on National Origin as evidenced by Limited English

Proficiency. The Grantee agrees to comply with the non-discrimination requirements of Title VI of the Civil Rights Act of 1964, 42 USC Section 2000d, et seq., and with the federal guidelines promulgated pursuant to Executive Order 13166 of 2000, which require that Grantees and subgrantees receiving federal funds must assure that persons with limited English proficiency can meaningfully access services. To the extent the Grantee provides assistance to individuals with limited English proficiency through the use of oral or written translation or interpretive services in compliance with this requirement, such individuals cannot be required to pay for such services.

5. Voter Registration. When designated by the Secretary of State, the Grantee agrees to become a voter registration agency as defined by 17 V.S.A. §2103 (41), and to comply with the requirements of state and federal law pertaining to such agencies.

6. Drug Free Workplace Act. The Grantee will assure a drug-free workplace in accordance with 45 CFR Part 76.

7. Privacy and Security Standards.

Protected Health Information: The Grantee shall maintain the privacy and security of all individually identifiable health information acquired by or provided to it as a part of the performance of this grant. The Grantee shall follow federal and state law relating to privacy and security of individually identifiable health information as applicable, including the Health Insurance Portability and Accountability Act (HIPAA) and its federal regulations.

Substance Abuse Treatment Information: The confidentiality of any alcohol and drug abuse treatment information acquired by or provided to the Grantee or subgrantee shall be maintained in compliance with any applicable state or federal laws or regulations and specifically set out in 42 CFR Part 2.

Other Confidential Consumer Information: The Grantee agrees to comply with the requirements of AHS Rule No. 08-048 concerning access to information. The Grantee agrees to comply with any applicable Vermont State Statute, including but not limited to 12 VSA §1612 and any applicable Board of Health confidentiality regulations. The Grantee shall ensure that all of its employees and subgrantees performing services under this agreement understand the sensitive nature of the information that they may have access to and sign an affirmation of understanding regarding the information's confidential and non-public nature.

Social Security numbers: The Grantee agrees to comply with all applicable Vermont State Statutes to assure protection and security of personal information, including protection from identity theft as outlined in Title 9, Vermont Statutes Annotated, Ch. 62.

8. Abuse Registry. The Grantee agrees not to employ any individual, use any volunteer, or otherwise provide reimbursement to any individual in the performance of services connected with this agreement, who provides care, custody, treatment, transportation, or supervision to children or vulnerable adults if there is a substantiation of abuse or neglect or exploitation against that individual. The Grantee will check the Adult Abuse Registry in the Department of Disabilities, Aging and Independent Living. Unless the Grantee holds a valid child care license or registration from the Division of Child Development, Department for Children and

Families, the Grantee shall also check the central Child Protection Registry. (See 33 V.S.A. §4919(a)(3) & 33 V.S.A. §6911(c)(3)).

9. Reporting of Abuse, Neglect, or Exploitation. Consistent with provisions of 33 V.S.A. §4913(a) and §6903, any agent or employee of a Grantee who, in the performance of services connected with this agreement, has contact with clients or is a caregiver and who has reasonable cause to believe that a child or vulnerable adult has been abused or neglected as defined in Chapter 49 or abused, neglected, or exploited as defined in Chapter 69 of Title 33 V.S.A. shall make a report involving children to the Commissioner of the Department for Children and Families within 24 hours or a report involving vulnerable adults to the Division of Licensing and Protection at the Department of Disabilities, Aging, and Independent Living within 48 hours. This requirement applies except in those instances where particular roles and functions are exempt from reporting under state and federal law. Reports involving children shall contain the information required by 33 V.S.A. §4914. Reports involving vulnerable adults shall contain the information required by 33 V.S.A. §6904. The Grantee will ensure that its agents or employees receive training on the reporting of abuse or neglect to children and abuse, neglect or exploitation of vulnerable adults.

10. Intellectual Property/Work Product Ownership. All data, technical information, materials first gathered, originated, developed, prepared, or obtained as a condition of this agreement and used in the performance of this agreement - including, but not limited to all reports, surveys, plans, charts, literature, brochures, mailings, recordings (video or audio), pictures, drawings, analyses, graphic representations, software computer programs and accompanying documentation and printouts, notes and memoranda, written procedures and documents, which are prepared for or obtained specifically for this agreement - or are a result of the services required under this grant - shall be considered "work for hire" and remain the property of the State of Vermont, regardless of the state of completion - unless otherwise specified in this agreement. Such items shall be delivered to the State of Vermont upon 30 days notice by the State. With respect to software computer programs and / or source codes first developed for the State, all the work shall be considered "work for hire," i.e., the State, not the Grantee or subgrantee, shall have full and complete ownership of all software computer programs, documentation and/or source codes developed.

The Grantee shall not sell or copyright a work product or item produced under this agreement without explicit permission from the State.

If the Grantee is operating a system or application on behalf of the State of Vermont, then the Grantee shall not make information entered into the system or application available for uses by any other party than the State of Vermont, without prior authorization by the State. Nothing herein shall entitle the State to pre-existing Grantee's materials.

11. Security and Data Transfers. The State shall work with the Grantee to ensure compliance with all applicable State and Agency of Human Services' policies and standards, especially those related to privacy and security. The State will advise the Grantee of any new policies, procedures, or protocols developed during the term of this agreement as they are issued and will work with the Grantee to implement any required.

The Grantee will ensure the physical and data security associated with computer equipment - including desktops, notebooks, and other portable devices - used in connection with this agreement. The Grantee will also assure that any media or mechanism used to store or transfer data to or from the State includes industry standard security mechanisms such as continually up-

to-date malware protection and encryption. The Grantee will make every reasonable effort to ensure media or data files transferred to the State are virus and spyware free. At the conclusion of this agreement and after successful delivery of the data to the State, the Grantee shall securely delete data (including archival backups) from the Grantee's equipment that contains individually identifiable records, in accordance with standards adopted by the Agency of Human Services.

12. Computing and Communication: The Grantee shall select, in consultation with the Agency of Human Services' Information Technology unit, one of the approved methods for secure access to the State's systems and data, if required. Approved methods are based on the type of work performed by the Grantee as part of this agreement. Options include, but are not limited to:

1. Grantee's provision of certified computing equipment, peripherals and mobile devices, on a separate Grantee's network with separate internet access. The Agency of Human Services' accounts may or may not be provided.
2. State supplied and managed equipment and accounts to access state applications and data, including State issued active directory accounts and application specific accounts, which follow the National Institutes of Standards and Technology (NIST) security and the Health Insurance Portability & Accountability Act (HIPAA) standards.

The State will not supply e-mail accounts to the Grantee.

13. Lobbying. No federal funds under this agreement may be used to influence or attempt to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendments other than federal appropriated funds.

Non-discrimination. The Grantee will prohibit discrimination on the basis of age under the Age Discrimination Act of 1975, on the basis of handicap under section 504 of the Rehabilitation Act of 1973, on the basis of sex under Title IX of the Education Amendments of 1972, or on the basis of race, color or national origin under Title VI of the Civil Rights Act of 1964. No person shall on the grounds of sex (including, in the case of a woman, on the grounds that the woman is pregnant) or on the grounds of religion, be excluded from participation in, be denied the benefits of, or be subjected to discrimination, to include sexual harassment, under any program or activity supported by state and/or federal funds.

The grantee will also not refuse, withhold from or deny to any person the benefit of services, facilities, goods, privileges, advantages, or benefits of public accommodation on the basis of disability, race, creed, color, national origin, marital status, sex, sexual orientation or gender identity under Title 9 V.S.A. Chapter 139.

13. Environmental Tobacco Smoke. Public Law 103-227, also known as the Pro-children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, child care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such Federal funds.

The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where Women, Infants, & Children (WIC) coupons are redeemed.

Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

Grantees are prohibited from promoting the use of tobacco products for all clients. Facilities supported by state and federal funds are prohibited from making tobacco products available to minors.

Attachment F- Revised AHS- 12/10/10