

REQUEST FOR APPLICATIONS
Northern Lights
Early Childhood and Afterschool Professional
Development Hub
CDD-NL-030921

RFA RELEASE DATE	March 9, 2021
APPLICANTS CONFERENCE	March 24, 2021 9:00 AM (ET)
QUESTIONS DUE BY	April 7, 2021 12:00 PM (ET)
GRANT APPLICATIONS DUE BY	April 26, 2021 1:00 PM (ET)

Please be advised that all notifications, releases, and addendums associated with this Request for Applications (RFA) will be posted at the website below. The State will make no attempt to contact interested parties with updated information.

<https://dcf.vermont.gov/cdd/request-for-application>

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1. OVERVIEW:

- 1.1. **SUBJECT MATTER:** Through this Request for Applications (RFA) the Agency of Human Services, Department for Children and Families, Child Development Division (hereinafter the “State”) is seeking to award a grant to an organization to provide the essential hub components of the Vermont Early Childhood and Afterschool Professional Development System (VT ECPDS). As the host organization for Northern Lights (NL), the subrecipient shall implement and support a well-coordinated continuum of affordable and effective professional development opportunities that provide a foundation in relevant core topics and growth toward expanding knowledge and competence aligned with career advancement in early childhood and afterschool settings, delivered locally with consistent quality and access.
- 1.2. **AWARD PERIOD:** Awards arising from this RFA will be for a period of 12-months with an option to renew for up to one (1) additional 12-month period, contingent on availability of funds. The State anticipates the start date of the Award Period will be July 1, 2021.
- 1.3. **SINGLE POINT OF CONTACT:** All communications concerning this RFA are to be addressed in writing to the State Contact listed on the front page of this RFA. Actual or attempted contact with any other individual from the State concerning this RFA is strictly prohibited and may result in disqualification.
- 1.4. **APPLICANTS’ CONFERENCE:** A non-mandatory applicants’ conference will be held remotely at the date and time indicated on the front page of this RFA.
 - 1.4.1. Potential applicants may send an email to the State Contact listed on the front page of this RFA with their organization’s name and contact information. The contact person shall receive the conference details. The conference shall be recorded and archived. Applicants not attending the conference are encouraged to review the recording.
 - 1.4.2. Recorded conference shall be available for viewing at <https://dcf.vermont.gov/cdd/request-for-application> as soon as possible following the conference’s close.
- 1.5. **QUESTION AND ANSWER PERIOD:** Any applicant requiring clarification of any section of this RFA or wishing to comment on any requirement of the RFA must submit specific questions in writing no later than the deadline for questions, indicated on the front page of this RFA. Email any questions or comments to the State Contact on the front page of the RFA. Questions or comments not raised in writing on or before the last day of the question period are waived. At the close of the question period, a copy of all questions, comments, and the State’s responses will be posted on the State’s website at <https://dcf.vermont.gov/cdd/request-for-application>. Contingent on the number and complexity of questions, every effort will be made to post this information as soon as possible after the question period.
- 1.6. **CHANGES TO THIS RFA:** Any modifications to this RFA will be made in writing by the State through the issuance of an Addendum to this RFA and posted online at <https://dcf.vermont.gov/cdd/request-for-application>. Verbal or written instructions from any other source are not to be considered.

2. GENERAL REQUIREMENTS:

- 2.1. **STATEMENT OF RIGHTS:** The State shall have the authority to evaluate applications and select the applicant(s) as may be determined to be in the best interest of the State and consistent with the goals and performance requirements outlined in this RFA. The State reserves the right to obtain clarification or additional information necessary to properly evaluate an application. Failure of applicant to respond to a request for additional information or clarification could result in rejection of that application. To secure a project that is deemed to be in the best interest of the



State, the State reserves the right to accept or reject any and all applications, in whole or in part, with or without cause, and to waive technicalities in submissions.

2.1.1. Presentation: An in-person or webinar presentation by the applicant may be required by the State if it will help the State's evaluation process. The State will factor information presented during presentations into the evaluation. Applicants will be responsible for all costs associated with providing the presentation.

2.2. METHOD OF AWARD: Awards will be made in the best interest of the State. The State may award one or more grants and reserves the right to make additional awards to other compliant applicants at any time if such award is deemed to be in the best interest of the State. All other considerations being equal, preference will be given first to resident applicants of Vermont and/or to products raised or manufactured in Vermont.

2.2.1. Eligibility Criteria: To be eligible for this grant award, the following criteria shall be met.

- 2.2.1.1. Applicant shall be a Vermont Institute of Higher Education.
- 2.2.1.2. Applicant shall have at least four (4) community-based satellite sites across the state without a sub-contractual arrangement.
- 2.2.1.3. Applicant shall ensure full implementation of NL by July 1, 2021.
- 2.2.1.4. Applicant shall ensure there is no interruption of services offered through the transition period.

2.2.2. Evaluation Criteria and Scoring Rubric: All eligible applications shall be evaluated and scored based on the following criteria.

Scoring Categories and Criteria	Maximum Points
1. INFORMATION FROM THE APPLICANT	25
A. Quality of Applicant's Experience	
i. Applicant demonstrates significant recent knowledge of current VT ECPDS.	10
ii. Applicant demonstrates knowledge of, and expertise in early childhood education.	10
iii. Applicant demonstrates experience working with government grants and collaborating with the State and other partners.	5
B. Applicants Capacity to Perform	25
i. Applicant demonstrates their commitment and ability to meet the eligibility criteria in Section 2.2.1 of RFA.	10
ii. Applicant demonstrates proficiency and organizational quality including references and credentials.	10
iii. Applicant has experience managing proposals of comparable state-wide scale, scope, and complexity.	5
2. TECHNICAL PROPOSAL/PROGRAM SPECIFICATIONS	
A. Responsiveness to Specifications	25



i.	Applicant describes how they will respond to the application requirements specified in Section 3.2 of RFA	5
ii.	Applicant demonstrates how they will respond to the application priorities specified in Section 3.3 of RFA	5
iii.	Applicant provides references as described in Section 3.4 of RFA	5
iv.	Applicant describes their response to Scope of Work to be Performed in Attachment A	10
B. Program Cost		25
i.	Applicant provides a detailed cost proposal that is reasonable and complete.	10
ii.	Applicant provides budget narratives that clearly and completely explain all cost items.	10
iii.	Any income or in-kind resources described in the application are included in the overall budget and are justifiable, clearly explained and accounted for. The amount of CCDF funding requested from the State is clear and does not exceed budget limitations.	5
Total Possible Points		100

2.3. **AWARD NEGOTIATION:** Upon completion of the evaluation process, the State may select one or more applicants with which to negotiate an award, based on the evaluation findings and other criteria deemed relevant for ensuring that the decision made is in the best interest of the State. In the event the State is not successful in negotiating an award with a selected applicant, the State reserves the option of negotiating with another applicant, or to end the application process entirely.

2.4. **COST OF PREPARATION:** Applicants shall be solely responsible for all expenses incurred in the preparation of a response to this RFA and shall be responsible for all expenses associated with any presentations or demonstrations associated with this request and or any applications.

2.5. **AWARD TERMS:** The selected applicant(s) will be expected to sign an agreement with the State, including the Standard Grant Agreement, and Attachments A through H-1, as attached to this RFA for reference.

2.5.1. **Business Registration:** To be awarded a grant by the State of Vermont an applicant (except an individual doing business in their own name) must be registered with the Vermont Secretary of State's office (see <https://sos.vermont.gov/corporations/registration/>) and must obtain a Business Tax Account Number issued by the Vermont Department of Taxes (see <https://tax.vermont.gov/business-and-corp/register-a-business>).

2.5.2. **Payment Terms:** See Attachment B – Payment Provisions.

2.5.3. **Quality:** If applicable, all products provided under an agreement with the State will be new and unused, unless otherwise stated. Factory seconds or remanufactured products will not be accepted unless specifically requested by the purchasing agency. All products provided by the subrecipient must meet all federal, state, and local standards for quality and safety requirements. Products not meeting these standards will be deemed unacceptable and returned to the subrecipient for credit at no charge to the State.

3. **CONTENT AND FORMAT OF RESPONSES:** The content and format requirements listed below are the minimum requirements for State evaluation. These requirements are not intended to limit the



content of an applicant's response. Applicants may include additional information or offer alternative solutions for the State's consideration. However, the State discourages overly lengthy and costly responses, and applicants are advised to include only such information in their response as may be relevant to the requirements of this RFA.

3.1. COVER LETTER:

- 3.1.1. **Confidentiality:** To the extent your response contains information you consider to be proprietary and confidential, you must comply with the following requirements concerning the content of your cover letter and the submission of a redacted copy of your response (or affected portions thereof).
- 3.1.2. All responses to this RFA will become part of the grant file and will become a matter of public record under the State's Public Records Act, 1 V.S.A. § 315 et seq. (the "Public Records Act"). If your response must include material that you consider to be proprietary and confidential under the Public Records Act, your cover letter must clearly identify each page or section of your response that you consider proprietary and confidential. Your cover letter must also include a written explanation *for each marked section* explaining why such material should be considered exempt from public disclosure in the event of a public records request, pursuant to 1 V.S.A. § 317(c), including the prospective harm to the competitive position of the applicant if the identified material were to be released. Additionally, you must include a redacted copy of your response for portions that are considered proprietary and confidential. Redactions must be limited so that the reviewer may understand the nature of the information being withheld. It is typically inappropriate to redact entire pages, or to redact the titles/captions of tables and figures. Under no circumstances may your entire response be marked confidential, and the State reserves the right to disqualify responses so marked.
- 3.1.3. **Exceptions to Grant Terms and Conditions:** If an applicant wishes to propose an exception to any terms and conditions set forth in the Standard Grant Agreement and its attachments, such exceptions must be included in the cover letter to the RFA response. Failure to note exceptions when responding to the RFA will be deemed to be acceptance of the State grant terms and conditions. If exceptions are not noted in the response to this RFA but raised during grant negotiations, the State reserves the right to cancel the negotiation if deemed to be in the best interest of the State. Note that exceptions to grant terms may cause rejection of the response.

3.2. APPLICATION REQUIREMENTS:

3.2.1. Applicant Information:

- 3.2.1.1. Provide details concerning their form of business organization, company size and resources.
- 3.2.1.2. Describe capabilities and particular experiences relevant to the RFA requirements; specifically, experience managing a project of this size and complexity, including evidence of recent knowledge of the current VT ECPDS.
- 3.2.1.3. Identify all current or past State projects.

3.2.2. Proposed System Design:

- 3.2.2.1. Include a clear description of proposed NL including statewide and regional components (as described in Attachment A) and the relationships and connections between them and the broader early childhood professional development system.



- 3.2.2.2. Provide a clear staffing plan that includes:
- 3.2.2.2.1. Job descriptions, % of full-time status, and the number of individuals to be hired for each position.
 - 3.2.2.2.2. Resumes of staff committed to the project (documenting qualifications and experience) by uploading documents into the online application.
 - 3.2.2.2.3. Appropriate staffing levels to implement the Northern Lights system and maintain a timely workflow.
 - 3.2.2.2.4. Hiring practices that ensures all professional staff are well qualified (e.g., possessing at least a BA in Early Childhood Education, Education, Human Development or a related field) and have relevant experience (e.g., 3 years or more) working directly with young children in an early care and learning environment.
- 3.2.2.3. Describe a communication plan that ensures appropriate and frequent communication among providers and stakeholders.
- 3.2.2.4. Demonstrate the integration and inclusion of elements and activities across the following:
- health, education and human services sectors;
 - early childhood settings of all types;
 - roles of professionals, all levels of professional expertise, experience, and qualification; and
 - the full age span of children served in early childhood through early school age (birth – age 12) with connections to other afterschool services for school age children.

Elements and activities must incorporate and align with child standards such as Vermont Early Learning Standards (VELS), health and safety standards in Vermont child care licensing and statutes, the Vermont Guiding Principles, social-emotional behavior intervention models such as the Center on the Social and Emotional Foundations for Early Learning (CSEFEL) model and the Strengthening Families Framework.

- 3.2.2.5. Address concordant interaction among elements within components and among the major components of the VT ECPDS. Clear roles and responsibilities that advance and promote positive collaborative relationships are critical for providing an optimal experience for professionals and for moving the ECPDS forward as it matures. It is expected that a successful applicant will describe coordination with the following entities related to the elements and activities of the grant:
- State of Vermont related to integrity of the CDD information data system
 - Oversight entities including Building Bright Futures (BBF) and the PPD Committee
 - Relevant partners such as applicable State agencies, VT TEACH program, Head Start grantees, local education agencies, school districts and supervisory unions, Vermont Afterschool, Inc., and Vermont Early Childhood Networks



- Entities providing professional development opportunities (sponsors)
- Other Vermont Institutes of Higher Education (IHE)
- Professional membership associations such as the Vermont Association for the Education of Young Children (Vtaeyc) and the Vermont Child Care Providers Association (VCCPA).

3.2.2.6. The proposed system design must demonstrate the following:

- Reliance on the known scientific body of knowledge in the field incorporating evidence-informed practices;
- Inclusion of essential features of child development and early learning, shared knowledge, and competencies, and principles for effective professional learning and adult development;
- Exceptional knowledge of all aspects of child development including social/emotional, physical, language and cognitive.

3.2.2.7. Maximize the investment and impact of resources in direct activities and support for professionals in the workforce. Applicants must demonstrate economies of scale and consider strategies that reduce redundancy and duplication.

3.2.2.8. Provide an intentional, well planned, and multi-faceted system of supports that addresses access challenges for the workforce and provides career counseling and other supports that are affordable, convenient (scheduling and location), and appropriate. The system design must allocate resources to provide consistency and parity across regions statewide. Successful applicants will reference data and reports (included in in appendices) to incorporate current knowledge of the workforce in Vermont. Potential fees for professional development opportunities must be described and quantified in the implementation plan, and the income must be included in the budget and invested in the ECPDS.

3.2.2.9. Incorporate an intentional system of quality controls to assure fidelity to common practice, provide excellent customer service, and deliver engaging, high quality learning experiences resulting in improved practice for professionals in the workforce.

3.2.2.10. Develop a monitoring plan to assess the professional development needs of professionals to inform a ‘sufficient array’ of professional development opportunities determined by the PPD Committee and approved by the State.

3.2.2.11. A successful application will incorporate a plan and frequency for evaluating the services provided by NL including professional development trainings, communities of practice, advising and coaching. The evaluation results will be reported to the CDD in the semi-annual report.

3.2.3.Implementation Plan:

3.2.3.1. Include a clear and specific strategies and activities addressing all required elements with specific timelines for implementation.

3.2.3.2. Provide assurances that system is staffed and ready to offer PD opportunities by July 1, 2021 with appropriate notice to providers.

3.2.3.3. Include details regarding who, what, when, where, and how for all identified strategies and activities related to relevant components.



3.2.4.Accountability Plan:

- 3.2.4.1. Include a clear description of the indicators and data to demonstrate measurable progress on desired results.
- 3.2.4.2. Develop a service delivery plan that will demonstrate implementation of the proposed system and activities.
- 3.2.4.3. Include a detailed monitoring plan to assesses the quality of services relevant to best practice and customer satisfaction and operate an effective continuous quality improvement process across system components.

3.2.5. Transition Plan:

- 3.2.5.1. Provide a detailed transition plan describing the implantation and timeline of NL.
- 3.2.5.2. Not applicable if the applicant is the current Subrecipient for the NL.

3.2.6. Non-Required Component:

- 3.2.6.1. Provide an outline proposal with separate budget on the creation of a professional development collaborative with Federal Region 1 states (Maine, New Hampshire, Massachusetts, Connecticut and Rhode Island). This would be an opportunity to create and coordinate a multi-state system for sharing professional development resources.

3.3. PRIORITIES: Attributes and characteristics of a successful application that are aligned with recommendations adopted by the State and most likely to produce desired results are described below. With the exception of a complete application, fully incorporating priorities is optional for Applicants but addressing priorities well may impact the outcome of the competition. The Review Team will award 0-3 points in accord with the strength of each of the priorities that are evidenced in some or all parts of each proposal/application. In the checklist Applicants are asked to self- identify which of the identified priorities are addressed in their proposal/application.

3.3.1.The system design, allocation of resources, and activities described are responsive to the documented characteristics and needs of the statewide and regional workforce.

3.3.2.Centralized and regional components of an integrated NL system.

3.3.3.An alignment with Vermont’s statewide systems and other quality investments including, but not limited to regional career and technical education centers; the Vermont TEACH and Child Care Apprenticeship Programs; VELs and VT STARS.

3.3.4.Hold articulation agreements with other Vermont IHEs serving many early childhood professionals already working in the Vermont workforce and provides statewide access through regional centers.

3.3.5.Focus on promoting professionals earning certificates, credentials, and degrees through access to CEUs and/or credit bearing course work.

3.3.6.The ability to leverage additional resources to support activities and professionals in VT ECPDS.

3.3.7.Clear alignment with and commitment to the desired results identified in the introduction



and demonstrates the capacity to contribute to their achievement.

3.3.8. Incorporation of a clear governance structure that includes and verifies advisement by, and coordination with the Building Bright Futures (BBF) Statewide Advisory Committee and BBF Regional Councils Network and the BBF Professional Preparation and Development (PPD) Sub-Committee.

3.4. **REFERENCES:** Provide the names, addresses, and phone numbers of at least three (3) companies/organizations with whom you have transacted similar business in the last 12-months. You must include contact names who can talk knowledgeably about performance.

3.5. **REPORTING REQUIREMENTS:** Provide a sample of any reporting documentation that may be applicable to Attachment A – Scope of Work to be Performed of this RFA.

3.6. **PROPOSED BUDGET:** A thorough, clear, and detailed budget and budget narrative shall be included.

3.6.1. Budget shall include resources for all required elements and correspond to the Application Requirement as described in 3.2.

3.6.1.1. Proposed expenses shall directly relate to implementation of relevant components of NL, and shall be realistic, reasonable, accurate, cost-efficient, and adequately explained.

3.6.1.2. The proposed budget shall demonstrate how it maximizes the amount of the investment that directly impacts professionals in the workforce and justifies the distribution of resources across regions to create parity.

3.6.1.3. Any income or in-kind resources described in the application shall be included in the overall budget and justified, clearly explained, and reported.

3.6.1.4. Fees charged to early childhood or afterschool professionals for any opportunities or services described in the Implementation Plan shall be quantified and justified in terms of affordability for professionals and some value-added in the system design. Estimated income from fees shall be included as income in the budget and invested as a resource in the VT ECPDS.

3.6.1.5. The proposed budget shall clearly state the amount of CCDF funding requested from the State.

3.6.1.6. Subrecipient grants require a 10% cap on overhead/administrative costs (indirect rate) unless proof of a federally negotiated rate. See item 2.3 within Attachment B – Payment Provisions for additional details. Include the appropriate rate within the budget.

4. **SUBMISSION INSTRUCTIONS:**

4.1. **CLOSING DATE:** Responses must be received by the State by the due date specified on the front page of this RFA. Late response will not be considered.

4.1.1. The State may, for cause, issue an addendum to change the date and or time when responses are due. If a change is made, the State will inform all applicants by posting on the webpage indicated on the front page of this RFA.

4.2. **DELIVERY INSTRUCTIONS:** Applications shall be submitted using the Vendor Proposal Submission Form located at <http://form.jotform.com/82564589528170>. No other method of submission will be accepted and will result in disqualification.



4.3. SUBMISSION CHECKLIST:

- ✓ Cover Letter
- ✓ Complete Application
- ✓ Redacted Application, if applicable
- ✓ Staff job descriptions and resumes
- ✓ References
- ✓ Proposed Budget
- ✓ A certificate of insurance consistent with the requirements set forth in Attachment C, Section 8 (Insurance), and with any additional requirements for insurance as may be set forth elsewhere in this RFA.
- ✓ A current IRS Form W-9 (signed within the last six months).

5. ATTACHMENTS

- 5.1. Vermont Workforce Data
- 5.2. Principles of Vermont's Professional Development System
- 5.3. Vermont's Guiding Principles
- 5.4. References
- 5.5. Definition of Terms
- 5.6. Common Acronyms
- 5.7. Standard Grant Agreement
- 5.8. Attachment A – Statement of Work to be Performed
- 5.9. Attachment B – Payment Provisions
- 5.10. Attachment C – Standard State Provisions for Contracts and Grants
- 5.11. Attachment F – Agency of Human Services' Customary Contract/Grant Provisions
- 5.12. Attachment H & H-1 – Request for Funds and Financial Report



VERMONT WORKFORCE DATA

Number of Regulated Child Care Programs in Vermont as of 12/31/2020						
	Child Care Program Type					
AHS District	Afterschool Child Care Programs	Center Based Child Care and Preschool Programs (CBCCPP)	CBCCPP – Non Recurring	Licensed Family Child Care Home (FCCH)	Registered Family Child Care Home (FCCH)	Grand Total
St. Albans	7	36			72	115
Burlington	46	120	2	4	70	242
Hartford	20	44		3	16	83
St. Johnsbury	7	30		1	31	69
Brattleboro	7	35	2	2	13	59
Montpelier	16	48	1	4	60	129
Newport	1	18	1	2	39	61
Rutland	18	44	2	3	38	105
Springfield	10	23	2		25	60
Bennington	8	29	1	1	26	65
Morrisville	6	29	3		31	69
Middlebury District	16	29		2	28	75
Grand Total	162	485	14	22	449	1132

** Data extracted from CDDIS Provider Extract and represents the number of regulated child care programs approved to operate in Vermont as of 12/31/2020. Additional detail on programs can be found at <http://brightfutures.vermont.gov>*



Number of Individuals working in Regulated Child Care Programs in Vermont as of 12/31/2020

(NOTE: Center Based Child Care and Preschool Programs (CBCCPP) includes Head Start, Public Pre-K and private center-based programs)

AHS District	Afterschool Child Care Programs	Center Based Child Care and Preschool Programs (CBCCPP)	CBCCPP – Non Recurring	Licensed Family Child Care Home (FCCH)	Registered Family Child Care Home (FCCH)	Grand Total
St. Albans District	37	526			132	695
Burlington District	443	1614	29	21	114	2221
Hartford District	167	429		8	28	632
St. Johnsbury District	35	385		5	71	496
Brattleboro District	27	495	9	8	33	572
Montpelier District	79	607	12	13	116	827
Newport District	7	245	8	11	78	349
Rutland District	167	523	15	14	72	791
Springfield District	112	224	8		52	396
Bennington District	49	418	6	4	47	524
Morrisville District	46	370	23		56	495
Middlebury District	105	326		9	52	492
Grand Total	1274	6162	110	93	851	8490

** Data extracted from CDDIS Record Check Due Extract and represents the number of individuals working in regulated child care programs in positions that require a record check, excluding household members in Family Child Care Homes. The data was extracted as of 12/31/2020.*

**Northern Lights Major Work Components per year
(numbers are approximate)**

Number of Level Certificates processed	280
Number of other certificates and credentials processed (not including Early Intervention Certificates)	66
Career Advising Consultations	4150
Consultations regarding CDDIS	675
Professional development documents verified and entered	4200

Based on projections from the 6-month Northern Lights report for January – June 30, 2020



Number of Individuals working in Children's Integrated Services

Number of Individuals Reporter by CIS Service or Administrative Areas	
Position	Number of Individuals
Nursing for CIS	41
Early Intervention	82
Early Childhood Family Mental Health	71
Family Support	20
Specialized Child Care	13
Administrative	54
Total	281

**based on 2018 Vermont Early Childhood Afterschool Workforce Report*



PRINCIPLES OF VERMONT'S PROFESSIONAL DEVELOPMENT SYSTEM
December 2010

In December 2010, Vermont established the principles of the Vermont Professional Development System for early childhood and afterschool professionals, which is:

1. **Clear and Known:** Practitioners know there is a professional development system that is available to them.
2. **Supportive of Professional Growth:** Learning opportunities build upon knowledge and skills in a systematic and meaningful way. Professionals who attain enhanced knowledge and skills are recognized and compensated for their achievements along their professional career pathways.
3. **Research-based and Relevant:** Useful professional development content and instructional practices are based on recognized and effective standards that support best practices.
4. **Integrated and Aligned:** Professional development is articulated so that it is recognized and meaningful across different systems and work settings.
5. **Accessible:** Professional development opportunities and pathways are designed with a variety of delivery options and are available to diverse populations and skill levels.
6. **Financially supported:** Sufficient and dependable funding, both public and private, is available to support quality professional development that reflects these principles and related practices.
7. **Evaluated on all of the above criteria:** These principles are used to evaluate professional development activities and the system as a whole in order to ensure an increasingly proficient workforce.



Vermont's Guiding Principles
Adopted 2019

We Believe That

1. Each and every child has promise. No matter their circumstances, we don't give up on children.
2. Each and every child develops and learns trust and respect through nurturing, responsive, and predictable relationship with family members, early childhood professionals and other adults and children.
3. Each and every child forms ideas of how the world works and their place in it through actively interacting with people, formal and natural environments and objects.
4. Each and every child has a unique life story written by its family, community, culture, heritage, language, beliefs and circumstances.
5. Each and every child learns and develops best when nutritional, physical and emotional needs are met, and when they feel safe and valued.
6. Families are a child's first, most consistent and important teachers.
7. Each family deserves respect and support as partners and decision makers in the education and development of their children.
8. Home language and culture are essential components of each family's identity; they are to be valued and maintained.
9. Young children learn through play, physical activity, exploration, inquiry, engagement, asking questions, and communicating with adults and other children.
10. Learning opportunities that are relevant, integrated across developmental domains, based on children's interests, and build on children's current knowledge and abilities are most effective supporting each child's full potential.
11. To best support each and every child, early childhood professionals need the knowledge and skill to design, implement, assess, and adapt developmentally, culturally, linguistically, and individually appropriate practices.
12. Early childhood practices need to be evidence-based, aligned, cumulative, and appropriate to each child's development levels and needs.
13. Each and every child benefits from a continuous and seamless sequence of education and developmental supports throughout early childhood (birth through third grade) to maximize their full participation and diminish the challenges of transitions. This consistency is particularly important for young children who are most at risk.



REFERENCES

1. Early Childhood Education Professional Development: Training and Technical Assistance Glossary, National Association for the Education of Young Children and the National Association of Resource and Referral Agencies, http://www.naeyc.org/GlossaryTraining_TA.pdf
2. Evaluation of Vermont's Early Childhood Professional Development System, Final Report (December 2011), JSI Training and Research Institute, Inc. <https://dcf.vermont.gov/cdd/reports>
3. Evaluation of Vermont's Early Childhood Professional Development System, Final Report (December 2020), Education and Development Center, Inc. <https://dcf.vermont.gov/cdd/reports>
4. Northern Lights at CCV <https://northernlightscv.org/>
5. Transforming the Workforce for Children Birth through Age 8: A Unifying Foundation © 2015, The National Academies Press, 500 Fifth Street, NW, Washington, DC 20001. <http://www.nap.edu/read/19401/chapter/1#ii>
6. Vermont Child Development Division Resources for Child Care Providers, <http://dcf.vermont.gov/cdd/professional-development>
7. Vermont Child Development Division early childhood, family child care and afterschool regulations at <http://dcf.vermont.gov/cdd/laws-regs>
8. Vermont Early Childhood and Afterschool Professional Development Survey (2011), Vermont Child Development Division; <http://dcf.vermont.gov/cdd/reports>
9. Vermont's Early Childhood & Afterschool Workforce: Findings from the Vermont Early Childhood & Afterschool Workforce Surveys (December 2015); Vermont Child Development Division; <http://dcf.vermont.gov/cdd/reports>
10. Vermont Early Childhood and Afterschool Professionals Workforce Report (December 2018), <http://dcf.vermont.gov/cdd/reports>
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12. Workforce Designs, A Policy Blueprint for State Early Childhood Professional Development Systems; © 2008 by the National Association for the Education of Young Children. https://www.naeyc.org/files/naeyc/file/policy/ecwsi/Workforce_Designs.pdf



DEFINITION OF TERMS

(see also ACRONYMS)

These definitions are provided for the specific and sole purpose of identifying a consistent interpretation of certain terms used in this application

- **Access** The ease for all members of the workforce to participate in professional development opportunities and other elements of the VT ECPDS. Aspects of access include, but are not limited to, when, where and how opportunities are made available. Accessible professional development opportunities and pathways are designed with a variety of delivery options and are available to diverse populations and skill levels
- **Affordability** Fees charged to members of the workforce to participate in professional development opportunities and other elements of the VT ECPDS are reasonable and within the means of the professionals they are intended for, considering what is known about salary and wages.
- **CDDIS** The Child Development Division Information System is a database that supports several components that relate to federal funding including the Quality and Credential component used by all early childhood professionals working in regulated programs.
- **Element** An essential part of one of the identified components of the VT ECPDS. Examples include the Career Ladder and development, coordination, and delivery of required core trainings.
- **Fiscal Agent** A single agency or entity that assumes responsibility for the sub-recipient agreement with CDD and financial management for NL. Only Applicants can act as Fiscal Agents. Only one Fiscal Agent is permitted in any application.
- **Governance** The management of multiple elements, components, and entities to promote efficiency, excellence, and equity. Including protocols and processes that establish how power is exercised and shared, how customers are given voice, and how decisions are made on issues of mutual or general concern.⁴
- **Individualized Professional Development Plan (IPDP)** A self-assessment used to reflect upon and plan in relation to professional skills, knowledge, and development. Staff in regulated child care programs are required to have documented IPDPs and it is recommended for all early childhood and afterschool professionals.
- **M.A.T.C.H.** That element of the NL framework that includes relationship -based professional development opportunities, and the professionals who provide these, aligned with identified core competencies, including mentoring, advising, teaching, coaching, consulting, and helping.
- **Online Real Time Training** refers to criteria that have been established for offering virtual training in Vermont. More info at: <https://northernlightsccv.org/covid-19-training-guidelines/online-real-time-training-criteria/>
- **Priorities** Attributes and characteristics of a successful application that are aligned with recommendations adopted by the CDD and most likely to produce desired results described in Section 3.3.



- **Registry** A generally accepted term in the early childhood field that describes the data system used to maintain information related to professional qualifications and development for individuals in the workforce. The Professional Development Registry supported by CDD for early childhood and afterschool professionals in Vermont is part the CDDIS. Participation in the [National Workforce Registry Alliance](#) as a member representing Vermont is required of the Subrecipient.
- **Results** A condition of well-being for children, adults, families, or communities. In this application results generally refers to the well-being of professionals and the VT ECPDS.
- **Sponsor** Agencies, entities, or organizations that provide professional development opportunities as part of the VT ECPDS.
- **[T.E.A.C.H. Early Childhood® VERMONT](#)** A cost-sharing scholarship model providing a comprehensive education and support network to increase the availability of accessible, affordable college education and workforce supports for professionals working in a variety of early education settings.
- **[Vermont Afterschool, Inc.](#)** A statewide nonprofit directed toward increasing the quality and availability of innovative learning opportunities that extend beyond the school day for all Vermont's children and youth.
- **[Vermont Early Learning Standards \(VELS\)](#)** A comprehensive and holistic set of standards defining developmentally appropriate expectations in Vermont for children from infancy through grade.



COMMON ACRONYMS

- **AHS:** Agency of Human Services
- **BBF:** Building Bright Futures
- **CCDBG:** Child Care Development Block Grant (also referred to as CCDF)
- **CCDF:** Child Care and Development Fund (federal)
- **CDA:** Child Development Associates Credential
- **CDD:** Child Development Division (also referred to as **the Division**)
- **CDDIS:** Child Development Division Information System
- **CIS:** Children's Integrated Services
- **ECPDS:** Early Childhood Professional Development System
- **EI:** Early Intervention
- **IHE:** Institutions of Higher Education
- **IPDP:** Individual Professional Development Plan
- **M.A.T.C.H.:** Mentoring, Advising, Teaching, Coaching, Consulting, Helping
- **NAEYC:** National Association for the Education of Young Children
- **NAFCC:** National Association of Family Child Care
- **NL:** Northern Lights
- **NL RPDS:** Northern Lights Regional Professional Development Support
- **PPD:** Professional Preparedness and Development, A committee of Building Bright Futures
- **SCC:** Specialized Child Care
- **T.E.A.C.H.:** Teacher Education and Compensation Helps, a national professional development model
- **VAEYC:** Vermont Association for the Education of Young Children
- **VCCPA:** Vermont Child Care Providers Association
- **VELS:** Vermont Early Learning Standards
- **VT ECPDS:** Vermont Early Childhood Professional Development System
- **VT STARS:** Vermont STep Ahead Recognition System (also referred to as **STARS**)



STANDARD GRANT AGREEMENT

1. **Parties:** This is a Grant Agreement between State of Vermont, Department of Children and Families, Child Development Division, (hereinafter called “State”) and _____ with principal place of business at _____, (hereinafter called “Grantee/Subrecipient”).

It is the Grantee’s/subrecipient’s responsibility to contact the Vermont Department of Taxes to determine if, by law, the grantee is required to have a Vermont Department of Taxes Business Account Number.

2. **Subject Matter:** The subject matter of this Grant Agreement is _____.

3. **Award Details:** Amounts, dates and other award details are as shown in the attached *Grant Agreement Part 1-Grant Award Detail*. A detailed scope of work covered by this award is described in Attachment A.

4. **Amendment:** No changes, modifications, or amendments in the terms and conditions of this Grant Agreement shall be effective unless reduced to writing, numbered, and signed by the duly authorized representative of the State and Grantee/Subrecipient.

5. **Cancellation:** This Grant Agreement may be suspended or cancelled by either party by giving written notice at least 30 days in advance.

6. **Federal Funding Requirements:** As a subrecipient of federal funds, the subrecipient is required to adhere to the following federal regulations: OMG Guidance – 2 CFR Chapter 1, Chapter II, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. This guidance can be found at:

https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl

7. **Attachments:** This Grant consists of ____ pages including the following attachments that are incorporated herein:

Grant Agreement-Part 1 – Grant Award Detail

Grant Agreement Part 2 – Grant Agreement

Attachment A – Scope of Work to Be Performed

Attachment B – Payment Provisions

Attachment C – Customary State Grant Provisions

Attachment D – Other Provisions (if any)

Attachment E – Business Associate Agreement (if any)

Attachment F – Agency of Human Services’ Customary Contract/Grant Provisions

Attachment H & H-1 – Request for Funds & Financial Report

8. **Order of Precedence:** Any ambiguity, conflict or inconsistency in the Grant Documents shall be resolved according to the following order of precedence:

- 1) This Document
- 2) Attachment D (if any)
- 3) Attachment C
- 4) Attachment A
- 5) Attachment B
- 6) Attachment E (if any)
- 7) Attachment F



8) Other Attachments (if any)

WE, THE UNDERSIGNED PARTIES, AGREE TO BE BOUND BY THIS GRANT AGREEMENT.

By the State of Vermont:

By the Grantee/Subrecipient:

Signature_____
Date_____
Signature_____
Date

Name, Job Title

Department of _____

Mailing Address

Email Address

Name, Job Title

Organization

Mailing Address

Email Address

SAMPLE



ATTACHMENT A
SCOPE OF WORK TO BE PERFORMED

PROGRAM NAME: Northern Lights Early Childhood and Afterschool Professional Development Hub

1. **PROGRAM BACKGROUND AND PURPOSE:** Vermont's broad early childhood workforce is comprised of nearly 9,000 professionals in child care settings (including prekindergarten, Head Start and non-recurring care), afterschool programs, and professionals delivering services related to Children's Integrated Services (CIS). These professionals hold a diverse array of roles that include program directors, teachers, assistant teachers, assistants, aides, home visitors, family support workers, therapists, trainers, and mentors and work in communities across the state. Vermont strives to connect opportunities across sectors to create a cohesive, integrated system of high-quality professional development for professionals working with children birth to age eight (8).

Northern Lights (NL) is the system-recognized name that acts as the professional development hub for childhood services and care and must be maintained by the implementing organization. NL was created to support development and growth of individuals in the broad field of early childhood and afterschool. It is intended to unify and enhance the Vermont Early Childhood and Afterschool Professional Development System (VT ECPDS) by serving as a central repository of the elements of the system with a virtual gateway for communicating system information and related resources.

2. **GRANT OVERVIEW:**

- 2.1. **PROGRAM OBJECTIVE(S):** The Subrecipient will provide the essential hub components of the VT ECPDS administered by the CDD. As the host organization for NL, the Subrecipient will provide a well-coordinated continuum of affordable and effective professional development opportunities that support a foundation in relevant core topics and growth toward expanding knowledge and competence aligned with career advancement in early childhood and afterschool settings, delivered locally with consistent quality and access. The system components and required elements, selection criteria, and priorities establish a comprehensive approach that coordinates, implements, and evaluates high-quality professional development opportunities. The priority is to meet the identified needs of the workforce for practice improvement and advancement while maintaining consistency and parity across regions in Vermont.

2.2. **SCOPE OF WORK:**

2.2.1. **Connection to a Vermont Institute of Higher Education:**

- 2.2.1.1. Promotion and maintenance of strong connections with Vermont Institutions of Higher Education (IHE) that offer early childhood and early childhood special education coursework, and the Vermont Early Childhood Higher Education Consortium.
- 2.2.1.2. Monitor the availability of credit-bearing coursework required by child care licensing regulations and work with IHEs to ensure that they are available on an ongoing basis. One specific course is a course related to legal and financial issues in early childhood programs.



2.2.2.Provision of professional development: The Subrecipient shall offer an on-going array of statewide and regional training and professional development opportunities for professionals at all levels (introductory to advanced) that are affordable and accessible.

- 2.2.2.1. Shall encompass essential features that include research about child development and early learning, shared knowledge and competencies for care and education professionals, equity and inclusion (Vermont Guiding Principles), and effective professional learning principles.
- 2.2.2.2. Shall meet the needs of child care providers who work with children of different age groups, diverse cultural and ethnic backgrounds, and children with developmental delays and disabilities.
- 2.2.2.3. Shall include opportunities for expanded learning such as communities of practice, mentoring, etc. where possible and appropriate.
- 2.2.2.4. Shall be sufficient, available, and accessible. Opportunities should be coordinated across state regions to ensure availability and accessibility for individuals needing to meet licensing requirements.
- 2.2.2.5. Subrecipient may coordinate or subcontract with professional development providers to offer specialized training such as literacy, arts, etc. Where specific sub-contracts are described, funds to support these activities shall be clearly reflected in the budget.
- 2.2.2.6. Professional development shall be offered in a variety of formats that help meet the varying needs of professionals, including in-person, online, hybrid, etc. Offerings shall be centrally coordinated and delivered regionally, statewide, or online according to [Online Real Time](#) requirements established by the State. All trainings from this calendar shall be populated in the State data system course calendar and a searchable NL calendar.
- 2.2.2.7. The list of professional development opportunities provided by the State and the frequency of offerings may change depending upon State or Federal requirements or new State priorities. At present, specific professional development requirements include:
 - 2.2.2.7.1. Development, coordination, and statewide delivery of a sufficient array of required core trainings determined and approved by the State, including (subject to change):
 - a) Fundamentals for Early Childhood (statewide curriculum - 45-hour training)
 - b) Basic Specialized Care Training (statewide curriculum - 6 hours)
 - c) Ongoing professional development to meet advanced specialized training requirements (in coordination with CDD Children's Integrated Services, Specialized Child Care)



- d) Professional development focused on supporting children and families who are homeless
- e) Medication Administration Training (statewide curriculum already developed)
- f) Trainings to meet state and federal requirements in current child care licensing regulations (e.g., health and safety orientation, business practices, infant and toddler training, child sexual abuse prevention, identification, and mandatory reporting of child abuse and neglect – in coordination with CDD Licensing Unit staff)

2.2.2.7.2. Development, coordination, and statewide delivery of State prioritized trainings at the frequency determined and approved by the State, including (subject to change):

- a) Infant and toddler development
- b) Strengthening Families
- c) Business practices
- d) Trauma-informed practices
- e) Equity and diversity, including the Vermont Guiding Principles
- f) Vermont Early Learning Standards and implementing appropriate curriculum
- g) Emergency Preparedness

2.2.2.7.3. Development, coordination, and delivery of professional development for advanced-level practitioners, in coordination with the State and the PPD Committee.

2.2.2.7.4. Development and coordination of specific professional development opportunities for staff associated with Children’s Integrated Services. To be developed in partnership with CDD leadership.

2.2.2.7.5. Leadership development support for Vermont Early Childhood Network leaders and future leaders.

2.2.2.7.6. Coordinating and offering ‘train the trainer’ sessions as needed for new and existing curricula such as Fundamentals, Basic Specialized Child Care Training, Medication Administration training and Strengthening Families. For these curricula, only those receiving this training may offer the class/course.

2.2.2.7.7. NL shall develop a system for evaluating all professional development activities conducted by Sponsors as well as create a plan for ongoing evaluation of all NL services.

2.2.3. System Leadership: The Director of NL shall coordinate and facilitate the PPD Committee through their funded staff time. The PPD Committee is the entity that provides oversight to



the VT ECPDS and advises the State regarding recommended changes to system components. Some of this work will likely affect NL services.

2.2.4. System Messaging and Marketing (including website): The Subrecipient shall ensure that funded components of the VT ECPDS are clear, known, and promoted on an ongoing basis. This includes the maintenance of a robust, current, and informative website and the use of other technological tools to promote elements of the VTECPDS.

2.2.5. Core Knowledge and Competencies: In partnership with the State and PPD Committee, the Subrecipient shall identify what professionals need to know and be able to do to support positive relationships, learning and development for children, to manage programs, and to partner with families by developing and promoting research-informed core knowledge and competencies. Specifically, NL shall promote, support, and periodically update the core knowledge and competencies including:

- 2.2.5.1. The Core Knowledge and Competencies for Early Childhood Professionals,
- 2.2.5.2. Core Knowledge and Competencies for Afterschool Professionals,
- 2.2.5.3. Competencies for Program Directors of Early Childhood and Afterschool Programs,
- 2.2.5.4. Vermont's Knowledge and Competencies for M.A.T.C.H. Professionals,
- 2.2.5.5. Vermont's Knowledge and Competencies for Instructors, and
- 2.2.5.6. Additional competencies as needed.

This includes publication of the competency documents and ensuring they are accessible on the NL website.

2.2.6. Career Ladder: The Subrecipient shall support State-recognized pathways in the development of individuals working in early childhood programs to advance and be recognized in the VTECPDS. A significant portion of this work is through processing level certificates according to State-approved criteria. The Subrecipient shall implement timely review, verification, and entry of level certificates into the CDDIS quality and credential (registry) accounts and implement a process to ensure that applications are forwarded to the State-funded organization that processes bonuses for eligible individuals. 'Timely review' is determined by the State according to the needs of overseeing entities (e.g. child care licensing and the STARS office) and the needs of the field (e.g. requests related to programs hiring personnel). Depending on the type of request, the timeframe could range from 2 to 60 business days.

2.2.7. Certification and Professional Credentialing: Provide and promote available certification and credentialing options to support advancement in the field. Current credentials processed and awarded by NL include the following, although new credentials may be needed in response to professional development needs:

- 2.2.7.1. Vermont Program Director Credential
- 2.2.7.2. Early Intervention Certificate
- 2.2.7.3. Infant Toddler Credential (in progress)



Oversee, integrate, and coordinate with Vermont Afterschool regarding other certificates and credentials offered to afterschool staff as part of the ECPDS.

- 2.2.8. Verification of Qualifications and Professional Development recorded in the Quality-Credentialing Accounts section of the State data system:** NL works with the State to establish standards for verification of professional qualifications and professional development experiences. The Subrecipient shall conduct a timely review of qualifications and professional development according to State requirements and will ensure that verified information is documented and maintained in individual Quality- Credentialing Accounts in the State data system by NL staff.
- 2.2.8.1. NL will code individual courses from transcripts that meet CDD requirements for licensing according to State requirements into CDDIS.
- 2.2.8.2. NL will identify any trainings that meet Advanced Specialized Care training requirements upon entry into CDDIS.
- 2.2.9. Training Approval for Online Courses:** NL establishes the process for review and approval of on-line training courses that meet standards based on research informed best practice as well as using State established criteria for courses required by regulations. Information approved about on-line courses is made available on the NL website.
- 2.2.10. Instructor Approval and Registry:** NL establishes competencies for instructors, verifies that instructors included in the Vermont Instructor Registry meet established criteria and manages the registry.
- 2.2.11. M.A.T.C.H. Professional Approval and Registry:** NL manages the standards and processes for approving M.A.T.C.H. (mentoring/advising/teaching/coaching/consulting/helping) professionals and shall establish and maintain a M.A.T.C.H registry. Vermont created M.A.T.C.H. as the collective designation for the group of professionals who provide individualized support to early childhood and afterschool professionals and programs in Vermont.
- 2.2.12. Professional Development Sponsor Registration and Management:** NL shall vet and monitor sponsors to ensure that established standards are met and that the content offered relates to the Vermont Core Competencies. Sponsors are agencies, entities, or organizations that provide professional development opportunities as part of the VT ECPDS.
- 2.2.13. Professional Development Calendar:** NL manages the statewide online professional development Course Calendar within the State's data system and ensures that information submitted by approved Sponsors is accurate and complete. In addition, NL shall implement a user-friendly searchable calendar where individuals can find and register for professional development opportunities offered specifically by NL.
- 2.2.14. Support for Vermont Early Childhood Networks:** Support leadership development for the Vermont Early Childhood Networks, Network leaders, and future industry leaders through training and Communities of Practice. These opportunities do not need to be limited to Network members.



2.2.15. Participation as a member of the National Workforce Registry Alliance.

2.2.16. Participation in the State's Streamline Committee. This may include several staff depending on roles and agenda items.

2.2.17. Documentation of all procedures: NL shall create and maintain documentation of all procedures (how decisions are made, criteria used, etc.) and share that document with the State as items change.

2.2.18. NL Regional Professional Development Support (NL RPDS): In addition to the centralized service functions, it is required that the applicant provide integrated regional services through community-based locations that have direct oversight ensuring consistent implementation across the state (e.g., regional services must be provided by the same entity that operates the centralized functions, e.g., not through a sub contractual relationship).

The proposal must identify and define regions for local delivery with a rationale for how regions are defined. A clear description of how the required elements described will be supported and available regionally must be included in the System Design and Implementation Plan. A successful application must guarantee no disruption to services effective July 1, 2021 and work with current Subrecipient to ensure a smooth transition.

The following primary components must be implemented through regional offices:

2.2.18.1. Coordination of regional professional development offerings, which are listed in the statewide calendar (Section 2.2.13).

2.2.18.2. Career advisement within the early childhood field including, but not limited to:

2.2.18.2.1. Career advisement for all early childhood professionals, including support for individuals in creating and implementing Individual Professional Development Plans (IPDPs), applying for Career Ladder Level Certificates/ credentials/ certificates/ teacher licensure, finding appropriate training and coursework, etc. Staff shall also assist licensed and registered program staff in accessing training outside of NL, including the Online Orientation to Child Care training through Better Kid Care and CPR and First Aid training.

2.2.18.2.2. Region specific outreach and information for sponsors aligned with NL messaging, including entry of trainings in Calendars and Vermont Early Childhood Networks.

2.2.18.2.3. Orienting new professionals and programs with information about opportunities for professional growth and quality improvement.

2.2.18.2.4. Support for professional development requirements and advancement in Vermont's Quality Recognition and Improvement System (STARS).

2.2.18.3. Supportive connections with Vermont Early Childhood Networks.

2.2.18.3.1. Vermont Early Childhood Networks are regional groups of early childhood providers who provide peer support to other early childhood providers. The



Subrecipient shall offer support for implementing professional development opportunities for others in their area as well as support other related work.

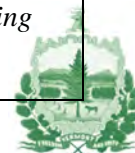
2.2.19. CDD Information System (CDDIS): All entities working under this grant shall consistently and reliably maintain data on workforce characteristics, qualifications, and professional development opportunities as directed by State and within CDDIS.

The CDDIS is the information and data management system that comprises a major component of the VT ECPDS that is owned and administered by the State. System users must agree to follow State rules regarding the use of CDDIS.

3. **PERFORMANCE MEASUREMENT:** The Subrecipient shall report the following performance measures to the State to measure achievement of Program Objective(s) as stated in 2.1 of this Attachment.

Table 1: Performance Measures

	Measure	Time Period	Type	Methodology
1	# of level certificates achieved during the reporting period by level and type	Semiannually	Quantity	Aggregate
2	# of new and renewal early intervention (EI) certificates	Semiannually	Quantity	Aggregate
3	# of credentials issued during the reporting period by type	Semiannually	Quantity	Aggregate
4	# of newly approved online training organizations and # of trainings offered by each organization	Semiannually	Quantity	Aggregate
5	# of career advising consultations conducted	Semiannually	Quantity	Aggregate
6	# of trainings provided by NL by topic (include if the training is part of a series and identify the series title)	Semiannually	Quantity	Aggregate
7	# of trainings with title by level (intro, intermediate, advanced)	Semiannually	Quantity	Aggregate
8	# of participants attending NL trainings by topic	Semiannually	Quantity	Aggregate
9	# of instructors in the Vermont Instructor Registry	Semiannually	Quantity	Aggregate
10	# of professionals in the M.A.T.C.H. registry	Semiannually	Quantity	Aggregate
11	# of trainings offered by sponsors through the professional development calendar	Semiannually	Quantity	Aggregate
12	% satisfaction of participants of professional development trainings conducted by NL	Semiannually	Quality	# of positive satisfaction ratings divided by the # of training participants



13	% of participants satisfied with the services provided by NL Resource Advisors	Semiannually	Quality	# of participants submitting positive evaluations and the number of evaluations distributed
14	Narrative Report with the story behind the above data as well as progress on the activities outlined in Attachment A.	Semiannually	Impact	Narrative
15	A report on any evaluations conducted by subrecipient during this grant period.	Semiannually	Impact	Narrative

4. **PROGRAM-SPECIFIC MONITORING & REPORTING:** Table 2 of this Attachment identifies how performance measures and other data will be reported, monitored, and improved. This section meets State of Vermont Bulletin 5.0 requirements for grant monitoring.

Table 2: Monitoring Procedures

Monitoring Activities	Format	Frequency/ Due Date	Recipient/ Attendees	Purpose / Information Required
Performance measure data reporting	Online Reporting	Semiannually	CDD	Performance monitoring
Performance measure narrative reporting	Online Reporting	Semiannually	CDD	Performance Monitoring
Advisory Participation	Participate in stakeholder meetings related to services and evaluation of services	As scheduled	CDD	Information gathering, system design oversight and performance monitoring



ATTACHMENT B PAYMENT PROVISIONS

1. GENERAL INFORMATION:

- 1.1. The maximum dollar amount payable under this agreement is not intended as any form of guaranteed amount. The Subrecipient will be paid for products or services delivered or performed, as specified in Attachment A, up to the maximum allowable amount specified on page 1 of this agreement.
- 1.2. Unless amended, this is a one-time grant award for the amount indicated with no assurance of continued funding beyond the initial award period.
- 1.3. Grant payments will be made through the DCF Business Office.

2. PROVISIONS:

- 2.1. **PAYMENT & REPORTING SCHEDULE:** The State shall render payment upon receipt of required documentation and reports per the schedule, as follows:

#	Deliverable	Requesting for Period	Due Date
R-1	Submit a complete financial report (Attachment H-1) documenting proposed budgeted expenditures of the total grant funds awarded for the term of the grant.	07/01/2021 - 06/30/2022	On or within 15 days of the effective date of fully executed agreement.
P-1 AND consecutive numbering after (ex. P-2, P-3...)	<ul style="list-style-type: none"> Submit a funding request (Attachment H) requesting reimbursement for all outstanding expenditures not paid to date up to the total remaining funds awarded through this agreement. Provide a complete and updated financial report (Attachment H-1) for the total cumulative expenditures. Include all supporting documentation of any approved budget modifications during the reporting period. 	Monthly as needed	By the 15 th of each month
SA-1	<ul style="list-style-type: none"> Submit semiannual progress and performance measure reports to the State on the Subrecipient activities and progress towards the achievements outlined in the scope of work set forth in Attachment A of this agreement. 	7/1/2021 – 12/31/2021	01/15/2022
SA-2	<ul style="list-style-type: none"> Submit a semiannual progress and performance measure reports to the State on the Subrecipient activities and progress towards the achievements outlined in the scope of work set forth in Attachment A of this agreement. 	1/1/2022 – 6/30/2022	7/15/2022
FN-1	<ul style="list-style-type: none"> Submit a FINAL funding request (Attachment H) requesting 	07/01/2021 - 06/30/2022	07/15/2022



	reimbursement for all outstanding expenditures not paid to date up to the total remaining funds awarded through the agreement. <ul style="list-style-type: none"> • Provide a complete and final financial report (Attachment H-1) for the total cumulative expenditures. Include all supporting documentation of any approved budget modifications during the reporting period. • Submit annual performance measure report to the State on the subrecipient activities outlined in the scope of work set forth in Attachment A of this agreement. 		
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2.1.1. The State of Vermont fiscal year close out starts the last week of May/first week of June and runs through early July. During this period, no financial reports or invoices are processed for payment in the State of Vermont VISION Financial System.

2.2. **INVOICE SUBMISSION, ACCEPTANCE, & APPROVAL:** The Subrecipient will submit their reports and requests for payment through an online form at <https://jotform.com/63263967436163>. The electronic submissions are automatically directed to the State for processing. All standard State payment processing rules apply.

2.2.1. No payment request will be accepted without completing the fillable Attachment H and H-1 electronically, digitally signing, and submitting through the online form.

2.2.2. By digitally signing the online form, the authorized Subrecipient representative certifies that all information is true and accurate.

2.2.3. Reports or payment requests submitted by any other means are prohibited.

2.2.4. Payment terms are Net 00 days from the date the State receives an error-free invoice with all necessary and complete supporting documentation.

2.2.5. Questions and requests for assistance with the online form can be directed to the State at AHS.DCFCDDInvoices@vermont.gov. This email is for correspondence only.

2.3. Uniform Guidance 2 CFR 200 allows any non-Federal entity (NFE) that has never received a negotiated indirect cost rate to charge a de minimis rate of 10% of modified total direct costs (MTDC), which the NFE may use indefinitely as a Federally-negotiated rate.

2.3.1. MTDC base consists of all direct costs (expenditures) less certain categories of exclusions (modifications) as specified in 2 CFR Section 200.68. To determine the MTDC base to which the 10% rate will be applied, add all your direct costs related to the grant program/funding you have received and then subtract the exclusions.

2.3.2. Per 2 CFR Section 200.68 (definition of MTDC), standard exclusions include expenditures for:

- a. Capital equipment
- b. Capital expenditures
- c. Participant support costs (Subsidies)
- d. Patient care charges
- e. Rental of space



- f. Scholarships and fellowships
- g. The portion of a subcontract in excess of \$25,000
- h. Tuition remission

Note: The indirect rate is based on your programs MTDC not the total award.

2.4. CLOSEOUT & REPORTING:

- 2.4.1. Should activities under this agreement be completed prior to the agreement term, the Subrecipient will provide a final closeout report of all activities completed in accordance with the specifications contained in Attachment A of this agreement. In addition, the Subrecipient will complete and submit a final Attachment H-1. Any request for reimbursement of additional cost not previously submitted must be accompanied with an Attachment H with a clear description of the funding request.
- 2.4.2. Should additional funds remain on hand after the activities of this agreement are complete, they shall be returned to the State of Vermont no later than 30 days following the completion of all agreement activities. Excess funding returned must be made payable to the "State Treasurer" noting the agreement number and grant title. Please remit to:

AHS/DCF/CDD

Attn: CDD Grants & Contracts Team

280 State Drive, NOB 1 North

Waterbury, VT 05671-1040



**ATTACHMENT C: STANDARD STATE PROVISIONS
FOR CONTRACTS AND GRANTS
REVISED DECEMBER 15, 2017**

1. **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. “Agreement” shall mean the specific contract or grant to which this form is attached.
2. **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.
3. **Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial:** This Agreement will be governed by the laws of the State of Vermont. Any action or proceeding brought by either the State or the Party in connection with this Agreement shall be brought and enforced in the Superior Court of the State of Vermont, Civil Division, Washington Unit. The Party irrevocably submits to the jurisdiction of this court for any action or proceeding regarding this Agreement. The Party agrees that it must first exhaust any applicable administrative remedies with respect to any cause of action that it may have against the State with regard to its performance under this Agreement. Party agrees that the State shall not be required to submit to binding arbitration or waive its right to a jury trial.
4. **Sovereign Immunity:** The State reserves all immunities, defenses, rights or actions arising out of the State’s sovereign status or under the Eleventh Amendment to the United States Constitution. No waiver of the State’s immunities, defenses, rights or actions shall be implied or otherwise deemed to exist by reason of the State’s entry into this Agreement.
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:** The Party will act in an independent capacity and not as officers or employees of the State.
7. **Defense and Indemnity:** The Party shall defend the State and its officers and employees against all third party claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party in connection with the performance of this Agreement. 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 State retains the right to participate at its own expense in the defense of any claim. The State shall have the right to approve all proposed settlements of such claims or suits.

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 in connection with the performance of this Agreement.



The Party shall indemnify the State and its officers and employees if the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party or an agent of the Party in connection with the performance of this Agreement.

Notwithstanding any contrary language anywhere, in no event shall the terms of this Agreement or any document furnished by the Party in connection with its performance under this Agreement obligate the State to (1) defend or indemnify the Party or any third party, or (2) otherwise be liable for the expenses or reimbursement, including attorneys' fees, collection costs or other costs of the Party or any third party.

8. **Insurance:** Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the State through the term of this Agreement. No warranty is made that the coverages 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. Vermont will accept an out-of-state employer's workers' compensation coverage while operating in Vermont provided that the insurance carrier is licensed to write insurance in Vermont and an amendatory endorsement is added to the policy adding Vermont for coverage purposes. Otherwise, the party shall secure a Vermont workers' compensation policy, if necessary to comply with Vermont law.

General Liability and Property Damage: With respect to all operations performed under this 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 Each Occurrence
- \$2,000,000 General Aggregate
- \$1,000,000 Products/Completed Operations Aggregate
- \$1,000,000 Personal & Advertising Injury

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 \$500,000 combined single limit. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, limits of coverage shall not be less than \$1,000,000 combined single limit.

Additional Insured. The General Liability and Property Damage coverages required for performance of this Agreement shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, then the required Automotive Liability coverage shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Notice of Cancellation or Change. There shall be no cancellation, change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written prior written notice to the State.



9. **Reliance by the State on Representations:** All payments by the State under this Agreement will be made in reliance upon the accuracy of all representations made by the Party in accordance with this Agreement, including but not limited to bills, invoices, progress reports and other proofs of work.
10. **False Claims Act:** The Party acknowledges that it is subject to the Vermont False Claims Act as set forth in 32 V.S.A. § 630 *et seq.* If the Party violates the Vermont False Claims Act it shall be liable to the State for civil penalties, treble damages and the costs of the investigation and prosecution of such violation, including attorney's fees, except as the same may be reduced by a court of competent jurisdiction. The Party's liability to the State under the False Claims Act shall not be limited notwithstanding any agreement of the State to otherwise limit Party's liability.
11. **Whistleblower Protections:** The Party shall not discriminate or retaliate against one of its employees or agents for disclosing information concerning a violation of law, fraud, waste, abuse of authority or acts threatening health or safety, including but not limited to allegations concerning the False Claims Act. Further, the Party shall not require such employees or agents to forego monetary awards as a result of such disclosures, nor should they be required to report misconduct to the Party or its agents prior to reporting to any governmental entity and/or the public.
12. **Location of State Data:** No State data received, obtained, or generated by the Party in connection with performance under this Agreement shall be processed, transmitted, stored, or transferred by any means outside the continental United States, except with the express written permission of the State.
13. **Records Available for Audit:** The Party shall maintain all records pertaining to performance under this agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or acquired by the Party in the performance of this agreement. Records produced or acquired in a machine-readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of the Agreement and for three years thereafter or for any period required by law 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.
14. **Fair Employment Practices and Americans with Disabilities Act:** Party agrees to comply with the requirement of 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.
15. **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.
16. **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 this 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.
- D. 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.
17. **Taxation of Purchases:** All State purchases must be invoiced tax free. An exemption certificate will be furnished upon request with respect to otherwise taxable items.
18. **Child Support:** (Only applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date this 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.
19. **Sub-Agreements:** Party shall not assign, subcontract or subgrant the performance of this Agreement or any portion thereof to any other Party without the prior written approval of the State. Party shall be responsible and liable to the State for all acts or omissions of subcontractors and any other person performing work under this Agreement pursuant to an agreement with Party or any subcontractor.
- In the case this Agreement is a contract with a total cost in excess of \$250,000, the Party shall provide to the State a list of all proposed subcontractors and subcontractors' subcontractors, together with the identity of those subcontractors' workers compensation insurance providers, and additional required or requested information, as applicable, in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54).
- Party shall include the following provisions of this Attachment C in all subcontracts for work performed solely for the State of Vermont and subcontracts for work performed in the State of Vermont: Section 10 ("False Claims Act"); Section 11 ("Whistleblower Protections"); Section 12 ("Location of State Data"); Section 14 ("Fair Employment Practices and Americans with Disabilities Act"); Section 16 ("Taxes Due the State"); Section 18 ("Child Support"); Section 20 ("No Gifts or Gratuities"); Section 22 ("Certification Regarding Debarment"); Section 30 ("State Facilities"); and Section 32.A ("Certification Regarding Use of State Funds").
20. **No Gifts or Gratuities:** Party shall not give title or possession of anything 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.
21. **Copies:** Party shall use reasonable best efforts to ensure that all written reports prepared under this Agreement are printed using both sides of the paper.
22. **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.



Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the State's debarment list at: <http://bgs.vermont.gov/purchasing/debarment>

23. **Conflict of Interest:** Party shall fully disclose, in writing, any conflicts of interest or potential conflicts of interest.
24. **Confidentiality:** Party acknowledges and agrees that this Agreement and any and all information obtained by the State from the Party in connection with this Agreement are subject to the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq.
25. **Force Majeure:** Neither the State nor the Party shall be liable to the other for any failure or delay of performance of any obligations under this Agreement to the extent such failure or delay shall have been wholly or principally caused by acts or events beyond its reasonable control rendering performance illegal or impossible (excluding strikes or lock-outs) ("Force Majeure"). Where Force Majeure is asserted, the nonperforming party must prove that it made all reasonable efforts to remove, eliminate or minimize such cause of delay or damages, diligently pursued performance of its obligations under this Agreement, substantially fulfilled all non-excused obligations, and timely notified the other party of the likelihood or actual occurrence of an event described in this paragraph.
26. **Marketing:** Party shall not refer to the State in any publicity materials, information pamphlets, press releases, research reports, advertising, sales promotions, trade shows, or marketing materials or similar communications to third parties except with the prior written consent of the State.
27. **Termination:**
 - A. **Non-Appropriation:** If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by Federal funds, and in the event Federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.
 - B. **Termination for Cause:** Either party may terminate this Agreement if a party materially breaches its obligations under this Agreement, and such breach is not cured within thirty (30) days after delivery of the non-breaching party's notice or such longer time as the non-breaching party may specify in the notice.
 - C. **Termination Assistance:** Upon nearing the end of the final term or termination of this Agreement, without respect to cause, the Party shall take all reasonable and prudent measures to facilitate any transition required by the State. All State property, tangible and intangible, shall be returned to the State upon demand at no additional cost to the State in a format acceptable to the State.
28. **Continuity of Performance:** In the event of a dispute between the Party and the State, each party will continue to perform its obligations under this Agreement during the resolution of the dispute until this Agreement is terminated in accordance with its terms.
29. **No Implied Waiver of Remedies:** Either party's delay or failure to exercise any right, power or remedy under this Agreement shall not impair any such right, power or remedy, or be construed as a waiver of any such right, power or remedy. All waivers must be in writing.



30. **State Facilities:** If the State makes space available to the Party in any State facility during the term of this Agreement for purposes of the Party's performance under this Agreement, the Party shall only use the space in accordance with all policies and procedures governing access to and use of State facilities which shall be made available upon request. State facilities will be made available to Party on an "AS IS, WHERE IS" basis, with no warranties whatsoever.
31. **Requirements Pertaining Only to Federal Grants and Subrecipient Agreements:** If this Agreement is a grant that is funded in whole or in part by Federal funds:
- A. **Requirement to Have a Single Audit:** The Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required.
- For fiscal years ending before December 25, 2015, a Single Audit is required if the subrecipient expends \$500,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with OMB Circular A-133. For fiscal years ending on or after December 25, 2015, a Single Audit is required if the subrecipient expends \$750,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.
- B. **Internal Controls:** In accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
- C. **Mandatory Disclosures:** In accordance with 2 CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the State, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.
32. **Requirements Pertaining Only to State-Funded Grants:**
- A. **Certification Regarding Use of State Funds:** If Party is an employer and this Agreement is a State-funded grant in excess of \$1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.
- B. **Good Standing Certification (Act 154 of 2016):** If this Agreement is a State-funded grant, Party hereby represents: (i) that it has signed and provided to the State the form prescribed by the Secretary of Administration for purposes of certifying that it is in good standing (as provided in Section 13(a)(2) of Act 154) with the Agency of Natural Resources and the Agency of Agriculture, Food and Markets, or otherwise explaining the circumstances surrounding the inability to so certify, and (ii) that it will comply with the requirements stated therein.

(End of Standard Provisions)



ATTACHMENT F
AGENCY OF HUMAN SERVICES' CUSTOMARY CONTRACT/GRANT PROVISIONS

1. **Definitions:** For purposes of this Attachment F, the term “Agreement” shall mean the form of the contract or grant, with all of its parts, into which this Attachment F is incorporated. The meaning of the term “Party” when used in this Attachment F shall mean any named party to this Agreement *other than* the State of Vermont, the Agency of Human Services (AHS) and any of the departments, boards, offices and business units named in this Agreement. As such, the term “Party” shall mean, when used in this Attachment F, the Contractor or Grantee with whom the State of Vermont is executing this Agreement. If Party, when permitted to do so under this Agreement, seeks by way of any subcontract, sub-grant or other form of provider agreement to employ any other person or entity to perform any of the obligations of Party under this Agreement, Party shall be obligated to ensure that all terms of this Attachment F are followed. As such, the term “Party” as used herein shall also be construed as applicable to, and describing the obligations of, any subcontractor, sub-recipient or sub-grantee of this Agreement. Any such use or construction of the term “Party” shall not, however, give any subcontractor, sub-recipient or sub-grantee any substantive right in this Agreement without an express written agreement to that effect by the State of Vermont.
2. **Agency of Human Services:** The Agency of Human Services is responsible for overseeing all contracts and grants entered by any of its departments, boards, offices and business units, however denominated. The Agency of Human Services, through the business office of the Office of the Secretary, and through its Field Services Directors, will share with any named AHS-associated party to this Agreement oversight, monitoring and enforcement responsibilities. Party agrees to cooperate with both the named AHS-associated party to this contract and with the Agency of Human Services itself with respect to the resolution of any issues relating to the performance and interpretation of this Agreement, payment matters and legal compliance.
3. **Medicaid Program Parties** (*applicable to any Party providing services and supports paid for under Vermont’s Medicaid program and Vermont’s Global Commitment to Health Waiver*):

Inspection and Retention of Records: In addition to any other requirement under this Agreement or at law, Party must fulfill all state and federal legal requirements, and will comply with all requests appropriate to enable the Agency of Human Services, the U.S. Department of Health and Human Services (along with its Inspector General and the Centers for Medicare and Medicaid Services), the Comptroller General, the Government Accounting Office, or any of their designees: (i) to evaluate through inspection or other means the quality, appropriateness, and timeliness of services performed under this Agreement; and (ii) to inspect and audit any records, financial data, contracts, computer or other electronic systems of Party relating to the performance of services under Vermont’s Medicaid program and Vermont’s Global Commitment to Health Waiver. Party will retain for ten years all documents required to be retained pursuant to 42 CFR 438.3(u).

Subcontracting for Medicaid Services: Notwithstanding any permitted subcontracting of services to be performed under this Agreement, Party shall remain responsible for ensuring that this Agreement is fully performed according to its terms, that subcontractor remains in compliance with the terms hereof, and that subcontractor complies with all state and federal laws and regulations relating to the Medicaid program in Vermont. Subcontracts, and any service provider agreements entered into by Party in connection with the performance of this Agreement, must clearly specify in writing the responsibilities of the subcontractor or other service provider and Party must retain the authority to revoke its subcontract or service provider agreement or to impose other sanctions if the performance of the subcontractor or service provider is inadequate or if its performance deviates from any requirement of



this Agreement. Party shall make available on request all contracts, subcontracts and service provider agreements between the Party, subcontractors and other service providers to the Agency of Human Services and any of its departments as well as to the Center for Medicare and Medicaid Services.

Medicaid Notification of Termination Requirements: Party shall follow the Department of Vermont Health Access Managed-Care-Organization enrollee-notification requirements, to include the requirement that Party provide timely notice of any termination of its practice.

Encounter Data: Party shall provide encounter data to the Agency of Human Services and/or its departments and ensure further that the data and services provided can be linked to and supported by enrollee eligibility files maintained by the State.

Federal Medicaid System Security Requirements Compliance: Party shall 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) in order to support audit compliance with 45 CFR 95.621 subpart F, *ADP System Security Requirements and Review Process*.

4. **Workplace Violence Prevention and Crisis Response** (*applicable to any Party and any subcontractors and sub-grantees whose employees or other service providers deliver social or mental health services directly to individual recipients of such services*):

Party shall establish a written workplace violence prevention and crisis response policy meeting the requirements of Act 109 (2016), 33 VSA §8201(b), for the benefit of employees delivering direct social or mental health services. Party shall, in preparing its policy, consult with the guidelines promulgated by the U.S. Occupational Safety and Health Administration for *Preventing Workplace Violence for Healthcare and Social Services Workers*, as those guidelines may from time to time be amended.

Party, through its violence protection and crisis response committee, shall evaluate the efficacy of its policy, and update the policy as appropriate, at least annually. The policy and any written evaluations thereof shall be provided to employees delivering direct social or mental health services.

Party will ensure that any subcontractor and sub-grantee who hires employees (or contracts with service providers) who deliver social or mental health services directly to individual recipients of such services, complies with all requirements of this Section.

5. **Non-Discrimination:**

Party shall not discriminate, and will prohibit its employees, agents, subcontractors, sub-grantees and other service providers from 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, and on the basis of race, color or national origin under Title VI of the Civil Rights Act of 1964. Party shall 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 as provided by Title 9 V.S.A. Chapter 139.

No person shall on the grounds of religion or on the grounds of sex (including, on the grounds that a woman is pregnant), 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 of Vermont and/or federal funds.



Party further shall 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, requiring that contractors and subcontractors receiving federal funds assure that persons with limited English proficiency can meaningfully access services. To the extent Party provides assistance to individuals with limited English proficiency through the use of oral or written translation or interpretive services, such individuals cannot be required to pay for such services.

6. **Employees and Independent Contractors:**

Party agrees that it shall comply with the laws of the State of Vermont with respect to the appropriate classification of its workers and service providers as “employees” and “independent contractors” for all purposes, to include for purposes related to unemployment compensation insurance and workers compensation coverage, and proper payment and reporting of wages. Party agrees to ensure that all of its subcontractors or sub-grantees also remain in legal compliance as to the appropriate classification of “workers” and “independent contractors” relating to unemployment compensation insurance and workers compensation coverage, and proper payment and reporting of wages. Party will on request provide to the Agency of Human Services information pertaining to the classification of its employees to include the basis for the classification. Failure to comply with these obligations may result in termination of this Agreement.

7. **Data Protection and Privacy:**

Protected Health Information: Party 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 Agreement. Party 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: Substance abuse treatment information shall be maintained in compliance with 42 C.F.R. Part 2 if the Party or subcontractor(s) are Part 2 covered programs, or if substance abuse treatment information is received from a Part 2 covered program by the Party or subcontractor(s).

Protection of Personal Information: Party agrees to comply with all applicable state and federal statutes to assure protection and security of personal information, or of any personally identifiable information (PII), including the Security Breach Notice Act, 9 V.S.A. § 2435, the Social Security Number Protection Act, 9 V.S.A. § 2440, the Document Safe Destruction Act, 9 V.S.A. § 2445 and 45 CFR 155.260. As used here, PII shall include any information, in any medium, including electronic, which can be used to distinguish or trace an individual’s identity, such as his/her name, social security number, biometric records, etc., either alone or when combined with any other personal or identifiable information that is linked or linkable to a specific person, such as date and place or birth, mother’s maiden name, etc.

Other Confidential Consumer Information: Party agrees to comply with the requirements of AHS Rule No. 08-048 concerning access to and uses of personal information relating to any beneficiary or recipient of goods, services or other forms of support. Party further agrees to comply with any applicable Vermont State Statute and other regulations respecting the right to individual privacy. Party shall ensure that all of its employees, subcontractors and other service providers performing services



under this agreement understand and preserve the sensitive, confidential and non-public nature of information to which they may have access.

Data Breaches: Party shall report to AHS, through its Chief Information Officer (CIO), any impermissible use or disclosure that compromises the security, confidentiality or privacy of any form of protected personal information identified above within 24 hours of the discovery of the breach. Party shall in addition comply with any other data breach notification requirements required under federal or state law.

8. **Abuse and Neglect of Children and Vulnerable Adults:**

Abuse Registry. Party agrees not to employ any individual, to use any volunteer or other service provider, or to otherwise provide reimbursement to any individual who in the performance of services connected with this agreement provides care, custody, treatment, transportation, or supervision to children or to vulnerable adults if there has been a substantiation of abuse or neglect or exploitation involving that individual. Party is responsible for confirming as to each individual having such contact with children or vulnerable adults the non-existence of a substantiated allegation of abuse, neglect or exploitation by verifying that fact through (a) as to vulnerable adults, the Adult Abuse Registry maintained by the Department of Disabilities, Aging and Independent Living and (b) as to children, the Central Child Protection Registry (unless the Party holds a valid child care license or registration from the Division of Child Development, Department for Children and Families). See 33 V.S.A. §4919(a)(3) and 33 V.S.A. §6911(c)(3).

Reporting of Abuse, Neglect, or Exploitation. Consistent with provisions of 33 V.S.A. §4913(a) and §6903, Party and any of its agents or employees who, in the performance of services connected with this agreement, (a) is a caregiver or has any other contact with clients and (b) 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: as to children, make a report containing the information required by 33 V.S.A. §4914 to the Commissioner of the Department for Children and Families within 24 hours; or, as to a vulnerable adult, make a report containing the information required by 33 V.S.A. §6904 to the Division of Licensing and Protection at the Department of Disabilities, Aging, and Independent Living within 48 hours. Party 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.

9. **Information Technology Systems:**

Computing and Communication: Party 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 Party as part of this agreement. Options include, but are not limited to:

1. Party's provision of certified computing equipment, peripherals and mobile devices, on a separate Party'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.

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 Party (or subcontractor or sub-grantee), shall have full and complete ownership of all software computer programs, documentation and/or source codes developed.

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

If Party is operating a system or application on behalf of the State of Vermont, Party 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 Party's materials.

Party acknowledges and agrees that should this agreement be in support of the State's implementation of the Patient Protection and Affordable Care Act of 2010, Party is subject to the certain property rights provisions of the Code of Federal Regulations and a Grant from the Department of Health and Human Services, Centers for Medicare & Medicaid Services. Such agreement will be subject to, and incorporates here by reference, 45 CFR 74.36, 45 CFR 92.34 and 45 CFR 95.617 governing rights to intangible property.

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

Party will ensure the physical and data security associated with computer equipment, including desktops, notebooks, and other portable devices, used in connection with this Agreement. Party 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. Party 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, Party shall securely delete data (including archival backups) from Party's equipment that contains individually identifiable records, in accordance with standards adopted by the Agency of Human Services.

Party, in the event of a data breach, shall comply with the terms of Section 7 above.



10. **Other Provisions:**

Environmental Tobacco Smoke. Public Law 103-227 (also known as the Pro-Children Act of 1994) and Vermont's Act 135 (2014) (An act relating to smoking in lodging establishments, hospitals, and child care facilities, and on State lands) restrict the use of tobacco products in certain settings. Party shall ensure that no person is permitted: (i) to use tobacco products or tobacco substitutes as defined in 7 V.S.A. § 1001 on the premises, both indoor and outdoor, of any licensed child care center or afterschool program at any time; (ii) to use tobacco products or tobacco substitutes on the premises, both indoor and in any outdoor area designated for child care, health or day care services, kindergarten, pre-kindergarten, elementary, or secondary education or library services; and (iii) to use tobacco products or tobacco substitutes on the premises of a licensed or registered family child care home while children are present and in care. Party will refrain from promoting the use of tobacco products for all clients and from making tobacco products available to minors.

Failure to comply with the provisions of the federal 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. The federal Pro-Children Act of 1994, however, does not apply to 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.

2-1-1 Database: If Party provides health or human services within Vermont, or if Party provides such services near the Vermont border readily accessible to residents of Vermont, Party shall adhere to the "Inclusion/Exclusion" policy of Vermont's United Way/Vermont 211 (Vermont 211), and will provide to Vermont 211 relevant descriptive information regarding its agency, programs and/or contact information as well as accurate and up to date information to its database as requested. The "Inclusion/Exclusion" policy can be found at www.vermont211.org.

Voter Registration: When designated by the Secretary of State, Party 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.

Drug Free Workplace Act: Party will assure a drug-free workplace in accordance with 45 CFR Part 76.

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.

AHS ATT. F 5/16/2018



ATTACHMENT H & H-1 REQUEST FOR FUNDS AND FINANCIAL REPORT (SAMPLE)

Grantee/Sub-recipient Financial Report (Attachment H-1)

[Click Here for Instructions](#)

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Section I - Agreement Summary						
1. Agreement #:		2. Type of Award: Subrecipient			3. Date: 11/08/2018	
4. Grantee/Subrecipient:						
5. Program/Project Description:						
6. Funding Source(s):		Amount	%	"Special, Other and Federal Fund Descriptions"		
a. General Funds			0.00%			
b. Special Funds			0.00%			
c. Global Commitment			0.00%			
d. Federal Funds			0.00%			
e. Other Funds			0.00%			
Indirect Rate: 10.00%		Total:		\$ 0.00		
Section II - Budget Status						
Object Classes	a. Initial Budget Estimate	b. Approved Amended Budget	c. Actual Expend. To Date	d. Unexpended Balance	e. Funding Received to Date	f. Cash On Hand
7. Personnel				\$ 0.00		\$ 0.00
8. Fringe Benefits				\$ 0.00		\$ 0.00
9. Travel				\$ 0.00		\$ 0.00
10. Equipment				\$ 0.00		\$ 0.00
11. Supplies				\$ 0.00		\$ 0.00
12. Contractual				\$ 0.00		\$ 0.00
13. Grants/Subsidies				\$ 0.00		\$ 0.00
14. Other				\$ 0.00		\$ 0.00
Tot. Direct Costs	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Indirect Cost	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Indirect Costs Rate	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Total Direct & Indirect	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Section III - Funding Status Summary						
	a. Allowable Amt	b. Cash On Hand	c. Amt Requested	d. Cum Payments	e. Funds Remaining	
16. 1st Payment	\$ 0.00	\$ 0.00		\$ 0.00	\$ 0.00	
17. 2nd Payment	\$ 0.00	\$ 0.00		\$ 0.00	\$ 0.00	
18. 3rd Payment	\$ 0.00	\$ 0.00		\$ 0.00	\$ 0.00	
19. 4th Payment	\$ 0.00	\$ 0.00		\$ 0.00	\$ 0.00	
20. Final Payment	\$ 0.00	\$ 0.00		\$ 0.00	\$ 0.00	
Total	\$ 0.00		\$ 0.00			
21. Remarks:						
Section IV - Certification						
22. Prepared By:						
a. Name		b. Title		c. Date		
23. Approved By State PM:						
a. Name		b. Title		c. Date		d. Signature
24. Approver Comments:						

Note: To modify this document after you have signed, right click, over the digital signature and "Clear Signature"

AHS-DCF-CDD, Attachment H-1 (Rev August 2018)

[Clear](#)

[Signed D. J. O'Keefe](#)

[Attachment H](#)

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Section I - Agreement Summary						
1. Agreement #:				2. Type of Award: Subrecipient	3. Date:	11/08/2018
4. Grantee/Subrecipient:						
5. Program/Project Description:						
6. Funding Source(s):	Amount	%	"Special, Other and Federal Fund Descriptions"			
a. General Funds		0.00%				
b. Special Funds		0.00%				
c. Global Commitment		0.00%				
d. Federal Funds		0.00%				
e. Other Funds		0.00%				
Indirect Rate:	10.00%	Total:	\$ 0.00			
Section II - Budget Status						
Object Classes	a. Initial Budget Estimate	b. Approved Amended Budget	c. Actual Expend. To Date	d. Unexpended Balance	e. Funding Received to Date	f. Cash On Hand
7. Personnel				\$ 0.00		\$ 0.00
8. Fringe Benefits				\$ 0.00		\$ 0.00
9. Travel				\$ 0.00		\$ 0.00
10. Equipment				\$ 0.00		\$ 0.00
11. Supplies				\$ 0.00		\$ 0.00
12. Contractual				\$ 0.00		\$ 0.00
13. Grants/Subsidies				\$ 0.00		\$ 0.00
14. Other				\$ 0.00		\$ 0.00
Tot. Direct Costs	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Indirect Cost	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Indirect Costs Rate	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Total Direct & Indirect	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Section III - Funding Status Summary						
	a. Allowable Amt	b. Cash On Hand	c. Amt Requested	d. Cum Payments	e. Funds Remaining	
16. 1st Payment	\$ 0.00	\$ 0.00		\$ 0.00	\$ 0.00	
17. 2nd Payment	\$ 0.00	\$ 0.00		\$ 0.00	\$ 0.00	
18. 3rd Payment	\$ 0.00	\$ 0.00		\$ 0.00	\$ 0.00	
19. 4th Payment	\$ 0.00	\$ 0.00		\$ 0.00	\$ 0.00	
20. Final Payment	\$ 0.00	\$ 0.00		\$ 0.00	\$ 0.00	
Total	\$ 0.00		\$ 0.00			
21. Remarks:						
Section IV - Certification						
22. Prepared By:						
	a. Name	b. Title	c. Date			
23. Approved By State PM:						
	a. Name	b. Title	c. Date	d. Signature		
24. Approver Comments:						

Note: To modify this document after you have signed, right click, over the digital signature and "Clear Signature"

[Signed D. L. O'Connell](#)
[Attachment H](#)

AHS-DCF-CDD, Attachment H-1 (Rev August 2018)

[Clear](#)

**Grantee/Sub-recipient Funding Request
(Attachment H)**
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1. Agreement ID #		2. Vendor ID#	
3. Vendor Name			
4. Vendor Mailing Address (Note: The remittance address must match the address in the State of Vermont's VISION Financial System)			
Street		City	State Zip
5. Final Invoice?	6. Invoice #	7. Vendor Ref # (If any)	8. Agreement Amount
Yes <input type="radio"/>			\$ 0.00
No <input type="radio"/>			\$ 0.00
9. Total of Prior Invoice(s)			10. Agreement Balance
			\$ 0.00
11. Item #12. Description of Deliverables & Funds Requested:			13. Amount
14. Total Amount Due:			\$ 0.00

Vendor Certification: The Vendor certifies that invoiced amounts have been (or for advance funds, shall be spent) on allowable activities per the agreement and agrees to produce the source documents upon which this invoice is based upon request. The Vendor further certifies that all required reports/services have been delivered in accordance with the agreement.

15. Name	16. Title	17. Date	18. Vendor Signature

State of VT Representative Approval for Payment: Vendor requirements set forth in the executed Agreement necessary to facilitate this payment have been fulfilled. This invoice is approved to payment through the DCF Business Office.

19. Name	20. Title	21. Date	22. State of VT Representative Signature

23. Approver Comments: **Accounting Data: (CDD/DCF Business Office use "Only")**

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GL Unit	Account	Fund	Dept ID	Program	Class	Amount
03440			3440030000			
03440			3440030000			
03440			3440030000			

Note: To modify this document after you have signed, right click over the digital signature and "Clear Signature"

AHS-DCF-CDD, Attachment H (Rev August 2018)

**Upload Financial Report &
Payment Request**



The submit button will appear when ALL required fields are complete AND the form is electronically signed.

