

## Food Access in Health Care Sub Grant Opportunity, 2025-2026

### Introduction Section

This competitive grant opportunity is made possible through a Network Development Grant awarded to Bi-State Primary Care Association by the Health Resources and Services Administration (HRSA). The Network Development Grant is supporting the Food Access in Health Care (FAHC) work in Vermont. The goals of the Network Development grant focus on the following intersections between food and health care:

- Strengthening / implementing food insecurity screening and referral infrastructure;
- Strengthening / implementing nutrition insecurity screening and referral infrastructure;
- Supporting and expanding basic meal tailoring/medically tailored meal models across the state. This could include layering components onto a few basic diets (e.g. DASH) to medically tailored, prepared meals for individuals with a range of health conditions;
- Supporting health care related food interventions that impact dietary change needed for different health impacts;
- Knowledge dissemination; this includes trainings for medical staff, trainings for food partners, resource development, public messaging, and more.

### FAHC Advisory Group

The FAHC Advisory Group is comprised of six organizations (listed below). These organizations will be the voting entities for your application. If you have a pre-existing relationship with one of these organizations where a bias may be present, that organization will be asked to abstain from the vote.

- Bi-State Primary Care Association
- Hunger Free VT
- Vermont Academy of Nutrition and Dietetics
- Vermont Farm to Plate
- Vermont Foodbank
- Vermont Program for Quality in Health Care

### HRSA funding

Funding for these proposals by the Food Access and Health Care Network is supported by the Health Resources and Services Administration (HRSA) of the U.S. Department of Health and Human Services (HHS) as part of an award totaling \$299,878 with 0% financed with non-governmental sources. The contents are those of the author(s) and do not necessarily represent the official views of, nor an endorsement, by HRSA, HHS, or the U.S. Government. For more information, please visit [HRSA.gov](https://www.hrsa.gov).

### Purpose

The VT FAHC Network works collaboratively to identify strategic initiatives to implement our mission – going beyond special projects and pilots to sustained, fully integrated, far-reaching programs that will become foundational to our health care system. Our Network is currently focused on building capacity to develop and implement policies, secure project funding, and directly support the transformation of food's role in health care at the local and statewide levels in alignment with our mission. Our collaborative efforts will result in better health for all Vermonters.

The purpose of this grant opportunity is to provide a means to support projects and initiatives that support food access in health care activities such as the growth of medically tailored meals, nutrition access, food insecurity screening and referral infrastructure, nutrition insecurity screening and referral infrastructure, and/or other related food access in health care activities. Proposals must:

- Be in alignment with our mission, vision, and priority areas (defined below);
- Demonstrate strong alignment with health care, clearly showing how the proposed project integrates with or supports health care systems, improves patient outcomes and addresses health-related needs; or if applicant is a health care organization, demonstrate how the project integrates with food partners, addresses food insecurity, and/or offers medically tailored meals;
- Prioritize populations most at risk for food insecurity (as outlined in the [Farm to Plate Roadmap](#)).

A grantee may receive a funding award no more than once per fiscal year (July 1, 2025 - June 30, 2026). Subsequent funding awards in later years will be dependent upon successful completion of the previous grant project and will require explanation of how the project will be expanded / elevated beyond the scope from the previous grant period. Consideration will be given to programs who can demonstrate growth and expansion.

Projects that will *not* rely on additional unsecured grant funding (beyond what is applied for here) will be given preference. This funding is not intended to help maintain an existing program.

**FAHC Network Vision:** All Vermonters have ready access to the appropriate diet to achieve and maintain good health.

### Mission Statement

The VT FAHC Network partners strive to make food and access to a healthy diet a fully integrated component of the entire spectrum of life and health for all Vermonters. This includes the continuum from prevention to treatment.

### Strategic Purpose Statement

The VT FAHC Network works collaboratively to identify strategic initiatives to implement our mission – going beyond special projects and pilots to sustained, fully integrated, far-reaching programs that will become foundational to our health care system. Our Network is currently focused on building capacity to develop and implement policies, secure project funding, and directly support the transformation of food’s role in health care at the local and statewide levels in alignment with our mission. Our collaborative efforts will result in better health for all Vermonters.

### Priority Areas

- **Information Management** – This category includes screening for food insecurity, HIPAA-compliant options for information sharing between health care practices and community-based organizations and collecting pilot program evaluation data in a way that can be compared across projects.
- **Necessary “Dose” of Food** – There is high variability in the amount of food provided (and consumed) as part of health-related food interventions, and some clinical evidence indicating different levels of dietary change needed for different health impacts. If programs do not supply enough of a household’s daily diet, they may not have the desired results. At the same time, patient compliance is inversely related to how much they are asked to interrupt their normal eating patterns, especially when affordability is a concern. It is a complicated balancing act and careful program evaluation is needed to resolve it.
- **Basic Meal Tailoring** – Medically Tailored Meal (MTM) programs are distinguished by an ability to be

tailored to a range of conditions. Their level of complexity is several steps removed from Vermont's current capacity; however, MTMs achieve this complexity by layering components onto a few basic diets (e.g. DASH) suggesting that the first step on this path is within reach.

- **Transportation Barriers** – Unsurprisingly, the intersection of food access and transportation barriers imposes a significant impediment to the success of many programs. Ad hoc approaches to overcome transportation barriers (volunteer drivers and delivery on demand) are often cited as a key reason for burn out and a threat to sustainability of programs. We need a better plan for managing this barrier.
- **Clinical Benchmarks** – As part of our planning process we reviewed current methodologies for evaluating the success of food in health programs in Vermont. These methods often rely on measures of food volume and patient satisfaction with the food, or population health measures. We lack structures to monitor individuals' health improvements in direct response to food / diet interventions.
- **Payment Models** – Vermont lacks many of the payment structures used by other states to fund food as health programs. Ideally, we could utilize grant-based funding to build successful programs that then transition to secure, sustainable funding streams. This goal is long term, however advocacy for flexible payment models and understanding the outcomes monitoring that will be required to demonstrate efficacy is important today.

## Funding Amount

The minimum funding amount is \$2,500, with a maximum of \$15,000. Only one grant per organization per fiscal year (July 1, 2025-June 25, 2026) will be awarded. Funds are awarded on July 1st and availability of funds is not guaranteed. You are welcome to check with us prior to completing an application to ensure availability of funds (contact information can be found at the end of the grant instructions).

- Non-allowable expenses include: vehicle purchases; any tangible supply or equipment expense over \$5,000 (or equipment expenses aggregated to \$5k); gift cards.
- Allowable expenses include, but are not limited to:
  - Staff or consultant time
  - Food-(while food purchases are allowable under this funding opportunity, we encourage applicants to consider broader project components. Food should not be the sole focus of funding requests, as our aim is to support initiatives that also address critical elements like education, partnerships, and sustainable impacts within food access and health care).
  - Supplies
  - Travel/mileage
  - Contractors and/or trainers
  - Software
  - Equipment less than \$5,000 in total
  - 15% de minimis administrative overhead

## Eligibility for Funding

Eligible organizations for funding include:

- Non-profit, faith-based organization, public organizations, municipalities, tribal governments, and educational institutions.
- Organizations serving Vermonters (does not need to be operating exclusively in VT)
- Project goals must meet a need identified in the community.
- Must be operating in a rural VT county (all counties in Vermont, except Chittenden County, are considered rural). Applications will be ranked based on our priority areas, mission, vision, and strategic purpose, as well as the degree of impact.

## Funding Timing

Applications will be **due by close of business on April 1st, 2025**. Grant applications will be reviewed and voted on by May 30th, 2025. Recipients of funding will be notified by June 16th, 2025 of the award.

This funding opportunity will only be available July 1, 2025-June 25, 2026, with potential availability in future years.

**\*Funding awards must be spent and invoiced by June 25, 2026\*.**

## Grant Award Expectations

- Applications that are funded will need to expend their grant funds by June 25, 2026.
- All organizations submitting a proposal need to complete a Vendor Name Verification form (see Attachment 1), which includes the current and past/alternate names of the organization AND the current and past/alternate names of whoever would be signing the contract on behalf of the organization.
- For applicants that **are not** health organizations: submit at least one letter of support from the health care partner you intend to partner with that demonstrates their commitment to the project's success and collaboration.
- For applicants that **are** health organizations: submit at least one letter of support from the food partner you intend to partner with that demonstrates their commitment to the project's success and collaboration. If all food programming is run internally, without the use of an external food partner, please explain under a heading "Request for Waiving the Partner LOS".
- If selected for funding, grant awardees will be required to sign a vendor contract or subrecipient award (to be determined based on grant request details), provide a certificate of insurance (please review item 6 in the provided contract template), and a W9 form.
- Allowable expenses will be reimbursed to the grantee within 30 days of receipt of invoice. Please plan for covering your expenses in advance of this reimbursement. Invoices must contain receipts for expenses, timesheets (if applicable), and other necessary documentation to demonstrate costs.
- A short final report documenting the completed work, progress, impact and sustainability efforts will be required at a time and date to be determined upon funding award.
- Additionally, the grantee will consider sharing information about their project to others as requested / relevant.
- If re-applying for funding, clearly outline the impact that your program had on participants or staff in the first year, and explain how additional funding will have an even greater impact in year 2. Please include data that supports the impact of year 1, including details about progress and results. If relevant to your project, please also include information on participant satisfaction and/or outcomes, change in staff attitudes, system changes, and/or other information relevant to your project.
- All awardees agree to work with Bi-State to develop a scope of work. Grantees are expected to submit the Certificate of Insurance and a W9 no later than July 1<sup>st</sup>, 2025.

## Contact Information

If you have any questions during the application process, please feel reach out the FAHC Network Director and/or the FAHC Project Director. When the application is complete, please send to both the FAHC Network Director and the Project Director via the email addresses below. *(Sometimes emails with attachments go into our junk folder due to our firewall. The FAHC Directors will reply to you within 3 business days that we have received your proposal and a date when it will be voted on. If you do not receive this confirmation, please reach out to ensure we have received your application.)*

**\*\*Please note that Bi-State is not responsible for completion of, or assistance with any of the deliverables set forth by the proposal submitted. Organizations funded will be responsible for completing the work set forth in the proposal submitted.\*\***

FAHCNetwork Director: Kristen Bigelow-Talbert, CPHQ, MSM, [kbigelow@bistatepca.org](mailto:kbigelow@bistatepca.org)

FAHC Project Director: Jamie Rainville, BA, [jrainville@bistatepca.org](mailto:jrainville@bistatepca.org)

## Grant Application

Please answer the following questions to the best of your ability. *Unanswered questions will result in rejection of your application without further review.* The application should be submitted in no less than 11 point font, and no more than 5 pages for the entire application. (Budget and budget justification sections do not count towards the page limit.) Microsoft Word, Excel, and PDF formats will be accepted.

1. Your organization (name, address, website):
2. Please provide a minimum of two contact persons, including their names, phone numbers and email addresses:
3. What type of organization are you? (non-profit, faith-based organization, public organization, municipality, tribal government, educational institution, or other (please describe)?)
4. What communities do you serve geographically? (towns and counties in VT)
5. Description of the population who will be served by this project:
6. Description of Project, including need being addressed (limit 1 page):
7. How does your proposal align with our mission, vision?
8. Describe which priority area your proposal aligns with and how.
9. How does this project help to transform food's role **in health care** at the local and/or statewide level?
10. Please list any partners that will be involved in the project.
11. How do you plan to measure the impact of your project? (We are happy to brainstorm possible measures with you in advance of submission of your proposal.) How will you collect this data? (Do you already have a means of gathering this data, or will you need to create one?)
12. How do you plan to ensure the long-term sustainability of your program, including securing ongoing funding, community support, and necessary resources?
13. What is your annual operating budget?
14. Budget, with breakdown of estimated costs, and budget justification. Please include an explanation of how funds will be spent prior to the deadline of June 25<sup>th</sup>, 2026. (If it is easier to do so, feel free to include a separate attachment with your budget. *Please keep in mind that this funding operates on a reimbursement basis, and invoices will be paid within net 30 days of receipt. Please plan accordingly.*)
15. Estimated Timeline: If funded, when do you anticipate being able to start? Are there any timelines that rely on other components? When do you expect to see impact of your project? Please include how activities will be completed prior to the deadline of June 25<sup>th</sup>.

## Attachment 1: Vendor Name Verification Form

In accordance with 45 CFR Part 74.13, the name of each contractor must be checked against the list of excluded parties in SAM.gov, at the Office of the Inspector General (OIG), and on the State of Vermont debarment list, prior to any contracts being signed, payments and/or referrals being made, and employees being hired.

These lists are electronic, web-based systems that identify those parties excluded from receiving federal contracts, certain subcontracts, and certain types of federal financial and non-financial assistance and benefits. These lists keep the user community aware of administrative and statutory exclusions across the entire government.

Please provide all current and former names of the Contractor/Vendor Organization \*AND\* any previous/current legal names and/or aliases used by the signing official for the contractor/vendor.

Organization Current Name: \_\_\_\_\_

Organization Alternative or Former Name: \_\_\_\_\_

Organization Alternative or Former Name: \_\_\_\_\_

Organization Alternative or Former Name: \_\_\_\_\_

Organization Alternative or Former Name: \_\_\_\_\_

*Please attach any other alternative or former Organizational Names on a separate sheet of paper.*

Signing Official Current Name: \_\_\_\_\_

Signing Official Alternative or Former Name: \_\_\_\_\_

Signing Official Alternative or Former Name: \_\_\_\_\_

Signing Official Alternative or Former Name: \_\_\_\_\_

Signing Official Alternative or Former Name: \_\_\_\_\_

*Please attach any other alternative or former name of the Signing Official on a separate sheet of paper.*

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I certify that all of my current and past legal names/aliases have been provided to Bi-State Primary Care Association to be checked against the excluded parties lists

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**VENDOR CONTRACT**  
**Between Bi-State PCA**  
**And**

XXXXXXXXXXXXXXXXXXXXXXXXXXXX

This Vendor Contract (this Contract) is made as of XXXXXXX X, 2025 (the Effective Date of this contract is XXXXXXX X, 2025), by and between Bi-State Primary Care Association, Inc. (BSPCA) with a mailing address at 525 Clinton Street, Bow, NH, 03304, and the following organization (Contractor):

Name: [REDACTED]  
Address: [REDACTED]  
Contract Amount: [REDACTED]

BSPCA desires to engage the Contractor to perform the services, accomplish the tasks, and/or provide the products set forth in Exhibit A (collectively, the Services) attached hereto, and the Contractor is willing to provide the Services upon the terms and conditions of this Contract.

In consideration of the mutual covenants set forth below and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

**1. Scope of Services; Timeline**

BSPCA hereby engages the Contractor to provide the Services in accordance with the timeline set forth in Exhibit A (the Timeline), and Contractor hereby accepts such engagement and agrees to so provide the Services. The Contractor shall provide all qualified personnel, materials, equipment, and facilities that are necessary or appropriate to provide the Services. Any changes in the scope of the work or the Timeline with respect to the Services must be pre-approved in writing by the President and Chief Executive Officer of BSPCA (the President and Chief Executive Officer) or her designee.

**2. Compensation; Progress Reports**

For the Services, BSPCA shall pay the Contractor a sum not to exceed the Contract Amount set forth above upon receipt of invoices for costs and expenses incurred and submitted to BSPCA (attention: Accounts Payable, 525 Clinton Street, Bow, NH 03304 or [kmartin@bistatepca.org](mailto:kmartin@bistatepca.org)) by the Contractor. All invoices shall include a description of the tasks/products completed and the associated costs and expenses incurred. BSPCA shall make reasonable efforts to pay such invoice within thirty (30) days of receipt of funds from grantor if grant funded. The Contractor shall submit progress reports to BSPCA with respect to the Services in accordance with Exhibit A.

**3. Term; Termination**

The term of this Contract shall start on the Effective Date and shall continue until the completion date set forth in Exhibit A (the "Term").



BSPCA may terminate this Contract by providing the Contractor with thirty (30) days' prior written notice if BSPCA determines in its sole discretion that the progress and/or services provided by the Contractor with respect to this Contract are not meeting the needs of BSPCA and its membership or are otherwise unacceptable.

Upon a material breach by the Contractor or BSPCA in the performance of its duties or responsibilities under this Contract, the non-breaching party may advise the breaching party of such material breach by written notice. The breaching party shall then have thirty (30) days from the date of written notice within which to cure such breach provided, however, that for any monetary breach, the breaching party shall have only five (5) business days from date of written notice within which to pay overdue amounts as required to remedy the breach. The non-breaching party shall have the right to terminate this Contract upon written notice to the breaching party if the breaching party fails to cure said material breach within the specified time period.

This Contract shall immediately terminate at the election of either party upon the occurrence of any of the following events with respect to the other party: its insolvency; its inability to meet its debts as they mature; its filing of a petition of voluntary bankruptcy under any chapter of the US bankruptcy laws; its institution of proceedings to adjudge it bankrupt in an involuntary proceeding; its filing of a petition for rehabilitation or liquidation; its execution of an assignment for the benefit of creditors; its appointment by a court of a receiver, trustee, rehabilitator or liquidator; or its dissolution.

If the Services are grant funded, the Contractor hereby acknowledges and agrees that any revision or cancellation of grant funding may result in the termination of this Contract, as determined in the sole discretion of BSPCA.

Except as otherwise expressly provided herein, the termination of this Contract shall not terminate, affect or impair any rights, obligations, or liabilities of any party hereto that may accrue prior to such termination or that, under the terms of this Contract, continue after such termination. The following provisions of this Contract shall survive the termination of this Contract: Sections 4, 5, 7, 9, 10, 11, 12, 14, 15 and 17 to 21, inclusive.

#### **4. Confidentiality**

The Contractor acknowledges that during the Contractor's engagement with BSPCA, the Contractor will have access to confidential information of BSPCA and its partners, contractors, or suppliers, including, without limitation, information concerning business plans, costs, customers, suppliers and clients, prospective customers, employees, enrollees, members business affairs, and other information not available to the public or in the public domain. Except as required for the benefit of BSPCA in the performance of the Contractor's duties hereunder or as required by judicial subpoena, the Contractor shall keep secret all Confidential Information and shall not, directly or indirectly, either during the term of the Contractor's employment or at any time thereafter, disclose or disseminate to any person, firm, corporation, or other entity or make use of, for any purpose whatsoever, any Confidential Information (including any copies thereof, whether prepared by the Contractor or by others) which the Contractor may possess or have under the Contractor's control. The term "Confidential Information" shall not include any information which can be demonstrated by the Contractor to be generally known in the industry or to the public other than through breach of the Contractor's obligations hereunder. Upon the termination of this Contract, the Contractor agrees that they will not take from, and will promptly return to BSPCA (without retaining any copies in any format), any and all reports, notes, plans, lists, computer or electronic programs or files, letters, writings or any other documents whatsoever or reproductions thereof recording, reflecting or embodying any Confidential Information.

#### **5. Hold Harmless Clause**

The Contractor shall indemnify, defend and hold BSPCA harmless from and against any and all damage, loss, costs, and expenses (including reasonable attorneys' fees and litigation expenses) incurred by BSPCA only to the extent

resulting from (i) any negligent or willful act or omission of the Contractor, whether taken or omitted to be taken, in rendering services or otherwise acting or failing to act in connection with this Contract, or (ii) a material breach by the Contractor or its material failure to fulfill its duties or obligations under this Contract.

BSPCA shall indemnify, defend and hold the Contractor harmless from and against any and all damage, loss, costs, and expenses (including reasonable attorneys' fees and litigation expenses) incurred by the Contractor only to the extent resulting from (i) any negligent or willful act or omission of BSPCA, whether taken or omitted to be taken, in rendering services or otherwise acting or failing to act in connection with this Contract, or (ii) a material breach by BSPCA or its material failure to fulfill its duties or obligations under this Contract.

## **6. Insurance**

The Contractor shall secure and maintain workers' compensation and at its sole expense general liability insurance (including personal injury) with limits of coverage of not less than one million dollars (\$1,000,000) per occurrence, and such other coverage determined by BSPCA, with such insurance companies licensed in the jurisdictions in which the Contractor will provide services including New Hampshire or Vermont. A Certificate of Insurance must be provided to BSPCA with a signed copy of this contract. Failure to provide a Certificate of Insurance will render this contract null and void.

## **7. Intellectual Property Rights, Publicity, Reproduction, and Use of Contract Materials**

Except for previously developed ideas, concepts, know-how, knowledge, techniques, approaches, and methodologies proprietary to the Contractor, which do not encompass any confidential or proprietary information belonging to BSPCA, BSPCA shall have title to, ownership of, and all proprietary rights in the Contractor's work product and all reports, information, materials, and other work product that the Contractor, its agents, employees, and/or subcontractors may develop that arise out of performance of the Services (collectively, the Deliverables), including all works-in-progress and any and all copyrights to the Deliverables, all of which shall be considered "work made for hire," as defined by the copyright laws of the United States. At BSPCA's request, the Contractor shall execute all documents as may be necessary to assign such rights to BSPCA, and to protect BSPCA's rights in the Services and Deliverables, and all works-in-progress. If any Deliverable which constitutes copyrightable subject matter is not deemed to be a "work made for hire", then the Contractor shall, and hereby does, grant to BSPCA an exclusive perpetual, irrevocable, royalty free, transferable, world-wide license to use such Deliverable in any manner and in every medium, whether now known or hereafter devised, for any purpose and to create derivative works thereof. The Contractor will not publish, disseminate, reproduce, or display any Deliverables without the prior written consent of BSPCA, which BSPCA may withhold in its sole discretion. Any Deliverable published, disseminated, reproduced, or displayed by the Contractor shall set forth the following statement or words of similar import: "This publication was funded, in whole or in part, by a contract with Bi-State Primary Care Association, Inc." If this contract is grant funded, additional language about funding may be required.

## **8. Personnel Assigned**

In the event that the Services set forth on Exhibit A contemplate the involvement of or the performance of any services by any particular individual, such individual may not be changed without the prior written approval of the President and Chief Executive Officer.

## **9. Compliance with Law**

The Contractor shall provide the Services in accordance with the terms and conditions of this Contract, and applicable federal, state or local statute, law, ordinance, rule, regulation, order, decree, directive, principle of

common law or interpretation of any of the foregoing by a governmental authority, as may be amended from time to time (collectively Applicable Law). Without limiting the generality of the foregoing, to the extent required by Applicable law, the Contractor (i) shall maintain internal controls, including but not limited to those with respect to personnel, data security and redundancy, equal to or better than customary industry standards, and (ii) shall not discriminate against any person on the basis of race, color, creed, national origin, ancestry, age, sex, sexual orientation, religion, or physical or mental disability. If any Applicable Law requires that certain terms or conditions be set forth in this Contract, each such term or condition shall be deemed to have been and hereby is incorporated herein by reference as if fully set forth herein.

#### **10. Compliance with Grants Policies**

The Contractor shall comply with the HHS "Grants Policy Statement," January 1, 2007. In furtherance thereof, the Contractor hereby represents and warrants to BSPCA as follows:

A. The Contractor maintains a drug-free workplace in compliance with the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V). See the "Grants Policy Manual" Chapter 4.

B. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting 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, the making of any federal grant, the making of any federal loan, the entering into of any cooperative Contract, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative Contract. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress in connection with any federal contract, grant, loan, or cooperative Contract, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The Contractor certifies that it shall require that language of this certification be included in any subcontracts and that all sub-recipients shall certify and disclose accordingly.

#### **11. Compliance with Other Policies**

The Contractor acknowledges that under the Standards of Conduct Policy and Procedure of BSPCA, no employee or independent contractor of BSPCA may offer, provide, solicit or accept anything of value (excluding unsolicited gift of nominal value (i.e., \$30 or less per item) such as pens, calendars and other items intended for wide distribution and not easily resold) from any person in return for influencing or engaging in any related business transaction, directly or indirectly, involving the services provided to BSPCA or any of its members. The Contractor shall not assist or encourage any employee or independent contractor of BSPCA to violate such Policy. The Contractor shall promptly report any such violation or any violation of any and all Applicable Law to BSPCA's Compliance Officer, Lori Real ([lreal@bistatepca.org](mailto:lreal@bistatepca.org); 603-228-2830 ext. 114).

#### **12. Non-Solicitation Clause**

During the term of this Contract and for two (2) years thereafter, the Contractor shall not, without the prior written consent of the President and Chief Executive Officer of BSPCA, solicit, entice, or induce any person who is or was an employee, consultant, agent, director, or officer of BSPCA at any point during the term of this Contract to become employed by any other person, firm, corporation, other entity, or to leave his or her employment with BSPCA.

**13. Subcontracts**

The Contractor shall not delegate or subcontract any of its obligations to be performed, other than those obligations the delegation or subcontracting of which is expressly contemplated by this Contract, without the prior written consent of BSPCA, provided that BSPCA at all times shall have the right in its sole discretion to disapprove any delegate or subcontractor (including delegations or subcontracting expressly contemplated hereby) to which the Contractor has delegated or sub-contracted, or to which the Contractor proposes to delegate or subcontract, such obligations, and provided, further, that the Contractor shall remain responsible for the prudent selection of delegates or sub contractors to which its obligations are delegated pursuant to this Contract.

**14. Successors and Assigns**

The provisions of this Contract shall be binding upon and shall inure to the benefit of and be enforceable by each of the parties hereto and their respective successors and assigns. The Contractor shall have no right to assign any of its right, powers and obligations under this Contract without the prior written consent of BSPCA.

**15. State Employees Not to Benefit**

No individual employed by the State of New Hampshire or the State of Vermont, as applicable, at the time this Contract is executed or any time thereafter shall be admitted to any share or part of this Contract or to any benefit that may arise there from directly or indirectly due to his employment by or financial interest in the Contractor or any affiliate of the Contractor. This provision shall not be construed to extend to this Contract if made with a corporation for its general benefit.

**16. Notices**

All notices or other communications required or permitted under this Contract shall be in writing and sufficient if emailed, delivered personally, sent by a nationally recognized overnight carrier, or sent by registered or certified mail return receipt requested, postage prepaid to the address of the parties first set forth above. Such notices shall be deemed to have been given at the time when emailed or personally delivered, or the day following the day sent by overnight carrier, or if mailed, upon the third (3<sup>rd</sup>) day after the date such notice is postmarked.

Tess Stack Kuenning	XXXXX
President and Chief Executive Officer	XXXXX
525 Clinton Street	XXXXX
Bow, NH 03304	XXXXX
<a href="mailto:tkuenning@bistatepca.org">tkuenning@bistatepca.org</a>	XXXXX

AND

Kim Martin  
Senior Director, Finance & Administration  
525 Clinton Street  
Bow, NH 03304  
[kmartin@bistatepca.org](mailto:kmartin@bistatepca.org)

**17. Access to Records; Audit**

The Contractor shall maintain accurate and complete books, papers, documents, payroll records, accounting records and other records pertaining to the Services and other transaction contemplated by this Contract and make such records available in their offices to BSPCA at all reasonable times during the Term and for seven (7) years thereafter. The Contractor shall allow inspection of pertinent records by BSPCA or by any authorized representative, and shall furnish copies of such records to BSPCA upon demand.

Funds and Services provided under this Contract shall also be subject to audit by authorized representatives of the federal and state governments to the extent required by Applicable law. All findings of such audits shall be reported to BSPCA as soon as they become known to the Contractor. Without limiting the generality of any other provision of this Contract, to the extent required by Applicable law, the Contractor shall comply with the Uniform Guidance 2 CFR Part 200, and 45 CFR 74.

**18. Governing Law**

This Contract, and all transactions contemplated hereby, shall be governed, construed, and enforced in accordance with the laws of the State of New Hampshire, without giving effect to its conflict of laws principles. The parties consent to the exclusive personal jurisdiction of the state and federal courts located in the State of New Hampshire to resolve any dispute between them, and each irrevocably waives all right to trial by jury in any action or proceeding arising out of or in connection with this Contract.

**19. Independent Contractor Status**

The parties are independent contractors. Nothing in this Contract shall be construed to create a relationship of partnership, joint venture, or employment between them.

**20. Nonwaiver**

A party hereto shall not be deemed to have waived any rights or remedies accruing to it hereunder unless such waiver is in writing and signed by such party. No delay or omission by a party hereto in exercising any right shall operate as a waiver of said right on any further occasion.

**21. Additional Requirements**

In connection with the provision of services pursuant to this Contract, BSPCA and the Contractor agree to comply with the following Federal requirements, to the extent that such requirements are applicable. The Contractor shall notify BSPCA immediately if it has reason to believe that there may have been a violation of any of the following provisions:

- A. Employment Opportunity— E.O. 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, as amended by E.O. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and as supplemented by regulations at 41 C.F.R. part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor at 41 C.F.R. Part 60.” The Civil Rights Act of 1964 and all other federal, state, or local laws, rules, and orders prohibiting discrimination;
- B. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended —If Contract is for amounts in excess of \$100,000 the Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401 et seq.) and

the Federal Water Pollution Control Act as amended (33 U.S.C. §1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA);

- C. Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352, see also 45 C.F.R. part 82 and part 93) — If Contract is for amounts in excess of \$100,000, the Contractor agrees to file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.
- D. Debarment and Suspension (7 C.F.R. 3017)— Contracts shall not be made to parties listed on the government-wide Excluded Parties List System. The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority. The Contractor hereby certifies that it has not been debarred or suspended from participation in federal programs including grants and contracts and certifies that the party has reviewed <https://www.sam.gov/portal/public/SAM/> and <http://exclusions.oig.hhs.gov/> to determine whether any subcontractors are on the list.
- E. Copeland “Anti-Kickback” Act (18 U.S.C. § 874 and 40 U.S.C. § 276c) —If contract exceeds \$2000 for construction or repair the Contractor shall comply with the Copeland “Anti-Kickback” Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 C.F.R. part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.
- F. Davis-Bacon Act, as amended (40 U.S.C. § 276a to a–7)—When required by Federal program legislation, all construction contracts awarded of more than \$2000 shall comply with the Davis-Bacon Act (40 U.S.C. § 276a to a–7) and as supplemented by Department of Labor regulations (29 C.F.R. part 5, “Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction”). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency.
- G. Contract Work Hours and Safety Standards Act (40 U.S.C. 327–333) —Where applicable, all contracts in excess of \$2000 for construction contracts and in excess of \$2500 for other contracts that involve the employment of mechanics or laborers, the Contractor shall comply with sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–333), as supplemented by Department of Labor regulations (29 C.F.R. part 5). Under section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in

surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- H. Rights to Inventions Made Under a Contract or Contract —Contracts or Contracts for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 C.F.R. part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Contracts,” and any implementing regulations issued by the awarding agency. The parties acknowledge that this clause does not apply to the Services.
- I. For State of Vermont funded agreements: If this MOA is funded through State of Vermont grant or contract funds, Contractor agrees to comply with all terms and conditions in Attachments C, D, and F (as applicable). Current versions of these attachments can be found on the Vermont Department of Buildings and Grounds website here: <https://bgs.vermont.gov/purchasing-contracting/forms>.

**21. Entire Contract; Counterparts**

This Contract and its Exhibit(s), which are hereby incorporated herein by reference, constitute the entire Contract and understanding between the parties with respect to the subject matter of this Contract and supersede any and all prior Contracts, representations and understandings of the parties, written or oral, with respect to matters specifically set forth in this Contract. No modification of this Contract will be binding unless executed in writing by the parties. This Contract may be executed in two or more counterparts (including via .pdf, DocuSign or other electronic means), each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument.

**Bi-State Primary Care Association**

**Contractor**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: Georgia J. Maheras, Esq

Print Name: \_\_\_\_\_

Print Title: Senior VP of Policy and Strategy

Print Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## EXHIBIT A

### Scope of Services and Timeline

**Payment Terms:** Invoices may be submitted upon completion of deliverables. Invoice should include a description of the deliverable(s) that were completed as well as itemized receipts for travel expenses. Payment will be made upon satisfactory performance of deliverables within 30 days after receipt of complete invoice and back-up documentation. Bi-State does not reimburse for alcohol. Invoices should be sent to the address listed below, or via email to [kmartin@bistatepca.org](mailto:kmartin@bistatepca.org).

Bi-State Primary Care Association  
Attn: Accounts Payable  
525 Clinton Street  
Bow NH 03304

Final invoice for this project is due no later than **6/25/26**.