

COMMUNITY & ECONOMIC DEVELOPMENT OFFICE

Celebrating 30 Years ~ 1983-2013

TO: Board of Finance and City Council
FROM: Peter Owens, CEDO Director
DATE: September 11, 2013
RE: AmeriCorps Competitive Grant
Agreement #03400-13ACHVT001

This is a request from the Community & Economic Development Office to the Board of Finance and City Council to accept this grant to provide up to 26 AmeriCorps members to participating organizations and administer the We All Belong training program.

Grant begins on September 1, 2013 through August 31, 2014.

Match requirement is a minimum of 24% of the grant. CEDO has identified sources for these matching funds. A future budget amendment will be put forward when the expenditure becomes necessary.

A resolution has been drafted and forward to the City Attorney to accept the grant and associated budget amendments including the following budget change:

INCREASE:

Revenue:		
301-31-301-302-2014-4875_165 (Grants Other Operating)		\$251,809
Expense:		
301-31-301-302-2014-5000 (Salaries and Wages)	\$ 10,000	
301-31-301-302-2014-6500_161 (Prof & Cons Members)	241,809	

Attached is the grant document.

Please contact Darlene Kehoe at 865-7175 or dkehoe@burlingtonvt.gov if you have any questions. Thank you.



State of Vermont
Agency of Human Services
Office of the Secretary
208 Hurricane Lane, Suite 103
Williston, VT 05495
www.humanservices.vermont.gov

Douglas A. Racine, Secretary

[phone] 802-871-3009
[fax] 802-871-3001

Dear Grantee:

Enclosed is your grant award or award letter which requires the following items:

- Enclose copy of you or your agencies certificate of insurance (see Attachment C in your grant, Customary State Grant Provisions, Item #7).
- Sign the grant or award letter.

Please return the original award or award letter, all attachments, and certificate of insurance to:

Judy Morse
Financial Administrator III
AHS – Central Office
208 Hurricane Lane, Suite 103
Williston, VT 05495

We will mail you a fully signed copy of the grant award or award letter.

Thank you.

1. **Parties:** This is a Grant Agreement between the State of Vermont, Agency of Human Services (hereinafter called "State"), and City of Burlington, Community and Economic Development Office with principal place of business in Burlington, VT (hereinafter called "Subrecipient"). Subrecipient is required by law to have a Business Account Number from the Vermont Department of Taxes.
2. **Subject Matter:** The subject matter of this Grant Agreement is for the Community and Economic Development Office's "We All Belong AmeriCorps State Program" to provide reports on projected target and measured outcome objectives as outlined by the National Performance Measures as described more extensively in Attachment A.
3. **Maximum Amount:** In consideration of the services to be performed by Subrecipient, the State agrees to pay Sub-recipient, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$251,809.
4. **Grant Term:** The period of Subrecipient's performance shall begin on September 1, 2013 and end on August 31, 2014.
5. **Source of Funds:** Federal
6. **CFDA Title:** AmeriCorps Recovery; **CFDA Number:** 94.006; **Award Name:** AmeriCorps Competitive; **Award Number:** 13ACHVT001; **Award Year:** FY'14; **Federal Granting Agency:** Corporation for National and Community Service; Research and Development Grant? No
7. **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 Subrecipient.
8. **Cancellation:** This Subrecipient Grant Agreement may be terminated by the State at any time if: (a) The Subrecipient defaults in performance of this Subrecipient Grant Agreement by failing to meet the terms of this agreement. Included in performance default would be the Subrecipient's failure to make reasonable progress in the implementation of work for which it is responsible according to the program proposal, and fails to remedy the default within a period of thirty (30) days after receipt of a written notice from the State; or (b) the funding source for any reason terminates its funding to the State.
9. **Contact persons:** The Subrecipient's contact person for this award is: Name: Beth Truzansky; Telephone Number: 802-865-7155; E-mail address: btruzansky@ci.burlington.vt.us
10. **Fiscal Year:** The Subrecipient's fiscal year starts July 1 and ends June 30.

Attachments: This Grant consists of 16 pages including the following attachments that are incorporated herein:

- Attachment A - Scope of Work to be Performed
- Attachment B - Payment Provisions
- Attachment C - Customary State Grant Provisions
- Attachment E - Business Associates Agreement -N/A
- Attachment F - Other AHS Grant Provisions

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

(You must sign in BLUE ink!)

STATE OF VERMONT

By: _____
Douglas A. Racine, Secretary
Agency of Human Services

Date: _____

SUBRECIPIENT

By: _____
Beth Truzansky
Program Director

Date: _____

Community and Economic Development Office's
"We All Belong AmeriCorps State Program"

FISCAL AGENT

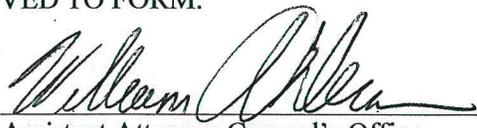
By: _____
Peter Owens

Date: _____

City of Burlington
Community and Economic Development Office
City Hall, Room 32
149 Church Street
Burlington, VT 05401

ER ID # (EIN): 03-6000410
DUNS #: 06053606

APPROVED TO FORM:

By: 
Assistant Attorney General's Office

Date: 8/29/13

**ATTACHMENT A
SPECIFICATIONS OF WORK TO BE PERFORMED**

A. PROGRAM RESPONSIBILITIES/COMPLIANCE

The Subrecipient shall:

1. Assign a staff person as the program director responsible for the day-to-day management and administration of this program.
2. Have representation from program staff at all VT AmeriCorps program director meetings, technical assistance workshops, trainings, and events sponsored by the Vermont Agency of Human Service.
3. Comply with all programmatic and fiscal requirements set forth in this Subrecipient Grant Agreement. Subrecipient must consent to two site monitoring visits per program year. The Subrecipient will be responsible for any findings or recommendations, including recovery of grant funds, resulting from noncompliance as determined by the State's federal funding source, The Corporation for National and Community Service (hereinafter "CNCS").

The Subrecipient will complete and submit monthly status reports via electronic mail to the SerVermont Program Officer and Executive Director. Updates must be on file with SerVermont by the 10th day of the month following the month the activity took place. Reports must be concise and to the satisfaction of SerVermont. Failure to submit a concise and satisfactory report on time will result in the withholding of reimbursements.

The Monthly Status Report will include:

- Update on any outstanding background checks (FBI, NSOPR, or VT State Elder Abuse)
 - Update on timesheet monitoring including:
 - Certification that timesheets have been reviewed for:
 - Timely member submission
 - Timely site supervisor approval
 - Certification that timesheets:
 - Correctly identify activities as training or service hours
 - Have specific and detailed activity descriptions
 - Certification that members:
 - Are serving the correct number of hours per week needed to complete their term of service within the contracted timeframe
 - Are not participating in prohibited activities
 - Outstanding timesheet issues, including a corrective action plan which results in compliance within 30 days.
4. Complete the work and Performance Measures (see Section C2 below) as outlined in the original proposal submission and revisions including program goals and objectives. Perform the work described in Section D below.
 5. Complete quarterly financial expenditure reports and progress reports as required.

6. Submit request for payments to the State on program letterhead (attach a copy of quarterly periodic expense report and aggregated financial report as outlined in Attachment B)

B. BUDGET AND PROGRAMMATIC CHANGES

1. Programmatic Changes

The Subrecipient **must obtain prior written approval** from the State executive director before making the following changes in the approved program:

- a) Changes in the scope, objectives or goals of the program whether or not they involve budgetary changes;
- b) Entering into additional sub-grants or contracts for AmeriCorps activities funded by the grant, but not identified or included in the approved application and grant budget.

2. Budgetary Changes

The Subrecipient **must obtain prior written approval** from the State executive director before deviating from the approved budget in any of the following ways:

- a) Specific costs requiring prior approval before incurrence under OMB Circulars A-21, A-87 or A-122.
- b) Purchases of equipment over \$5,000.
- c) Unless the Corporation share of the award is \$100,000 or less, changes to cumulative and/or aggregate budget line items that amount to 10 percent or more of the total budget must be approved in writing in advance by the Corporation. The total budget includes both the Corporation and grantee shares. Grantees may transfer funds among approved direct cost categories when the cumulative amount of such transfers does not exceed 10 percent of the total budget.

C. REPORTING REQUIREMENTS

1. Subrecipient will submit performance measure progress reports and financial reports to the State in OnCorps, the approved web-based reporting system, or as directed by the State. Subrecipient will mail a payment request on program letterhead to the State and attach a copy of the Periodic Expense Report and Aggregated Financial Report.

Progress Reporting Dates:

April 20, 2014 for the period ending March 31, 2014

October 20, 2014 for the period ending September 30, 2014

Financial Reporting Dates:

January 20, 2014 for the period ending December 31, 2013

April 20, 2014 for the period ending March 31, 2014 (no payments will be made for this period unless the corresponding Progress Report is received and accepted)

July 20, 2014 for the period ending June 30, 2014

October 20, 2014 for the period ending September 30, 2014 (no payments will be made for this period unless the corresponding Progress Report is received and accepted)

2. Performance Measures

Performance Measure: Diverse and Inclusive Organizations

Focus Area: Capacity Building

Objective: Capacity Building & Leverage

No of MSY's: 20

No of Slots: 26

Problem Statement: Burlington's demographics have changed drastically in the last 20 years bringing many different ethnic and cultural groups; mostly through refugee resettlement. At the same time, schools, city services and nonprofits have not kept pace with these changes. Staff are still primarily white and service delivery has changed little. We All Belong provides training, coaching, and AmeriCorps members to help agencies create more inclusive workplaces and more effectively achieve their mission.

Selected Interventions:
Capacity Building Activity
Training

Describe Interventions: The We All Belong program provides a unique package of capacity building assistance to participating agencies. This includes 24 hours of training to an agency 'change team' plus coaching and an AmeriCorps member. Interventions target institutional assessment and change to create more inclusive workplaces and better serve the diversifying community.

Trainings are delivered in 6 half-day sessions and 90 minute group coaching sessions. The curriculum is progressive and teams are expected to attend the whole series.

AmeriCorps members are selected from the diverse community to help agencies identify areas they need to change to be more accessible and improve efficiency in delivering their mission.

G3-3.4 Output: G3-3.4: Number of organizations that received capacity building services

Target: 15 Organizations

Measured By: Capacity Building Activity; Other

Describe Instrument: Participating agencies commit a team of staff, board and volunteers to participate in the cultural competency training and coaching program. An MOU is signed to ensure compliance and understanding with the program requirements. Capacity building training is provided through a series of trainings and coaching. Participants sign attendance records to confirm service has been received and complete an end of year report summarizing the impact of the capacity building services.

G3-3.5 Output: G3-3.5: Number of staff and community volunteers that received training (of one or more types)

Target: 80 Staff and Community Volunteers

Measured By: Attendance Log

Described Instrument: Participants sign an attendance sheet at each training. Each agency team is composed of the Agency Director, Board member, and staff from across the agency. This target does not include ACM and is unduplicated. Participants are only counted if they attend 80% of the training offered.

G3-3.11 Outcome: G3-3.11: Number of new systems/business processes or enhancements put in place.

Target: 30 Systems, Business Processes or Enhancements

Problem Statement: Burlington's demographics have changed drastically in the last 20 years bringing many different ethnic and cultural groups; mostly through refugee resettlement. At the same time, schools, city services and non-profits have not kept pace with these changes. Staff are still primarily white and service delivery has changed little. We All Belong provides training, coaching, and AmeriCorps members to help agencies create more inclusive workplaces and more effectively achieve their mission.

Selective Interventions:
Capacity Building Activity
Training

Target: 30 Systems, Business Processes or Enhancements

Measured By: Activity Log

Described Instrument: Agencies report on progress through mid and end of year reports. They will make at least two enhancements each. This can include policy change to include cultural competency in staff orientation, creation of a diversity statement, and improved outreach strategy (translation of documents, use of in-person outreach as compared to direct mail, etc.) One change constitutes an improvement for inclusion in this measure.

G3-304 Output: G3-3.4: Number of organizations that received capacity building services.

Target: 15 Organizations

Measured By: Other

Described Instrument: Participating agencies commit a team of staff, board and volunteers to participate in the cultural competency training and coaching program. An MOU is signed to ensure compliance and understanding with the program requirements. Capacity building training is provided through a series of trainings and coaching. Participants sign attendance records to confirm service has been received and complete at end of year report summarizing the impact of the capacity building services.

G3-3.10 Outcome: G3-3.10: Number of organizations reporting that capacity building helped make them more effective

Target: 15 Organizations

Measured By: Pre-Post Organizational Assessment Tool

Described Instrument: We conduct an organization assessment using the Global Diversity and Inclusion Benchmark tool: [Http://qedconsulting.com/files/GDIB_2011.pdf](http://qedconsulting.com/files/GDIB_2011.pdf). Agencies conduct a pre and post assessment where they use the tool to set goals at the beginning of the program year, before any capacity building services are

provided and again mark progress at the end of the program year. This includes goal setting and end of year reporting on effectiveness and improvements program delivery.

C. ACCEPTANCE

By accepting funds under this Grant, the Subrecipient agrees to comply with all requirements of the Grant award. This includes the terms and conditions of the Grant Award, AmeriCorps regulations 45 CFR Parts 2541 and 2543, all assurances and certifications made in the Application For Federal Assistance, and all applicable federal statutes, regulations, and guidelines. Resources to manage grants and projects are located at the Corporation for National and Community Service website at <http://www.nationalservice.gov>. The Subrecipient agrees to administer the funded program in accordance with the approved Application For Federal Assistance and budget(s), supporting documents, and other representations made in support of the approved Application For Federal Assistance.

**ATTACHMENT B
PAYMENT PROVISION**

The maximum dollar amount payable under this agreement is not intended as any form of a guaranteed amount. The Contractor will be paid for products or services specified in Attachment A, or services actually performed, up to the maximum allowable amount specified in this agreement. The payment schedule for delivered products, or rates for services performed, and any additional reimbursements, are included in this attachment. The following provisions specifying payments are:

Subrecipient will submit performance measure progress reports and financial reports to the State in OnCorps, the approved web-based reporting system, or as directed by the State. Progress will be measured toward the performance goal of planning an AmeriCorps program and gaining capacity to apply successfully for an AmeriCorps operational grant. Subrecipient will mail a payment request of actual expenditures per financial period (listed below) on program letterhead to the State and attach a copy of the Periodic Expense Report and Aggregated Financial Report.

Progress Reporting Dates:

April 20, 2014 for the period ending March 31, 2014

October 20, 2014 for the period ending September 30, 2014

Financial Reporting Dates:

January 20, 2014 for the period ending December 31, 2013

April 20, 2014 for the period ending March 31, 2014 (no payments will be made for this period unless the corresponding Progress Report is received and accepted)

July 20, 2014 for the period ending June 30, 2014

October 20, 2014 for the period ending September 30, 2014 (no payments will be made for this period unless the corresponding Progress Report is received and accepted)

Compliance/Funding

When reviewing applications for continued funding, the SerVermont Commission Board and Staff will take repeated compliance problems into consideration when making funding decisions.

Penalty for Late Reporting:

A penalty of .25% of the period request for payment, up to a maximum of \$50 per day, will be withheld for each day that the Subrecipient fails to submit performance measure progress reports and financial reports to the State as outlined above. In the event the online reporting system is not functioning, hard copy versions of the reports will be accepted, as long as they are postmarked by the due date and sent to the address below.

Submit Financial Payment Requests To:

Executive Director
SerVermont
Agency of Human Services, Secretary's Office
208 Hurricane Lane, Suite 102
Williston, VT 05495

The Subrecipient must retain the financial and program records for seven (7) years after the final program disbursement. The Subrecipient shall keep a systematic and detailed record of all expenditures that relate to this grant. Provision of funds is based upon successful completion of grant requirements and information/reporting requests from the State.

**ATTACHMENT C
CUSTOMARY PROVISIONS FOR CONTRACTS AND GRANTS**

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

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

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

The Party shall indemnify the State and its officers and employees in the event that the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party.
7. **Insurance:** Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverage is in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the state through the term of the Agreement. No warranty is made that the coverage and limits listed herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

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

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

Premises - Operations
Products and Completed Operations
Personal Injury Liability
Contractual Liability

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

\$1,000,000 Per Occurrence
\$1,000,000 General Aggregate
\$1,000,000 Products/Completed Operations Aggregate
\$ 50,000 Fire/ Legal/Liability

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

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

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

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

8. **Reliance by the State on Representations:** All payments by the State under this Agreement will be made in reliance upon the accuracy of all prior representations by the Party, including but not limited to bills, invoices, progress reports and other proofs of work.
9. **Requirement to Have a Single Audit:** In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, 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.

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. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a single audit is required.
10. **Records Available for Audit:** The Party will maintain all books, documents, payroll papers, accounting records and other evidence pertaining to costs incurred under this agreement and make them available at reasonable times during the period of the Agreement and for three years thereafter for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved. The State, by any authorized representative, shall have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this Agreement.
11. **Fair Employment Practices and Americans with Disabilities Act:** Party agrees to comply with the requirement of Title 21V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement. Party further agrees to include this provision in all subcontracts.

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

13. Taxes Due to the State:

- a. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
- b. Party certifies under the pains and penalties of perjury that, as of the date the Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.
- c. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
- 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.

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

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

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

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

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

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

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

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

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>

19. Certification Regarding Use of State Funds: In the case that 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.

*State of Vermont – Attachment C
Revised AHS – 11-7-2012*

ATTACHMENT F
AGENCY OF HUMAN SERVICES' CUSTOMARY GRANT PROVISIONS

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

3. **Medicaid Program Grantees:**

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

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

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

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

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

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

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

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

5. **Voter Registration.** When designated by the Secretary of State, the Grantee agrees to become a voter registration agency as defined by 17 V.S.A. §2103 (41), and to comply with the requirements of state and federal law pertaining to such agencies.
6. **Drug Free Workplace Act.** The Grantee will assure a drug-free workplace in accordance with 45 CFR Part 76.
7. **Privacy and Security Standards.**

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

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

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

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

8. **Abuse Registry.** The Grantee agrees not to employ any individual, use any volunteer, or otherwise provide reimbursement to any individual in the performance of services connected with this agreement, who provides care, custody, treatment, transportation, or supervision to children or vulnerable adults if there is a substantiation of abuse or neglect or exploitation against that individual. The Grantee will check the Adult Abuse Registry in the Department of Disabilities, Aging and Independent Living. Unless the Grantee holds a valid child care license or registration from the Division of Child Development, Department for Children and Families, the Grantee shall also check the central Child Protection Registry. (See 33 V.S.A. §4919(a)(3) & 33 V.S.A. §6911(c)(3)).
9. **Reporting of Abuse, Neglect, or Exploitation.** Consistent with provisions of 33 V.S.A. §4913(a) and §6903, any agent or employee of a Grantee who, in the performance of services connected with this agreement, has contact with clients or is a caregiver and who has reasonable cause to believe that a child or vulnerable adult has been abused or neglected as defined in Chapter 49 or abused, neglected, or exploited as defined in Chapter 69 of Title 33 V.S.A. shall make a report involving children to the Commissioner of the Department for Children and Families within 24 hours or a report involving vulnerable adults to the Division of Licensing and Protection at the Department of Disabilities, Aging, and Independent Living within 48 hours. This requirement applies except in those instances where particular roles and functions are exempt from reporting under state and federal law. Reports involving children shall contain the information required by 33 V.S.A. §4914. Reports involving vulnerable adults shall contain the information required by 33 V.S.A. §6904. The Grantee will ensure that its agents or employees receive training on the reporting of abuse or neglect to children and abuse, neglect or exploitation of vulnerable adults.
10. **Intellectual Property/Work Product Ownership.** All data, technical information, materials first gathered, originated, developed, prepared, or obtained as a condition of this agreement and used in the performance of this agreement - including, but not limited to all reports, surveys, plans, charts, literature, brochures, mailings, recordings (video or audio), pictures, drawings, analyses, graphic representations, software computer programs and accompanying documentation and printouts, notes and memoranda, written procedures and documents, which are

prepared for or obtained specifically for this agreement - or are a result of the services required under this grant - shall be considered "work for hire" and remain the property of the State of Vermont, regardless of the state of completion - unless otherwise specified in this agreement. Such items shall be delivered to the State of Vermont upon 30 days notice by the State. With respect to software computer programs and / or source codes first developed for the State, all the work shall be considered "work for hire," i.e., the State, not the Grantee or subgrantee, shall have full and complete ownership of all software computer programs, documentation and/or source codes developed.

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

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

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

The Grantee will ensure the physical and data security associated with computer equipment - including desktops, notebooks, and other portable devices - used in connection with this agreement. The Grantee will also assure that any media or mechanism used to store or transfer data to or from the State includes industry standard security mechanisms such as continually up-to-date malware protection and encryption. The Grantee will make every reasonable effort to ensure media or data files transferred to the State are virus and spyware free. At the conclusion of this agreement and after successful delivery of the data to the State, the Grantee shall securely delete data (including archival backups) from the Grantee's equipment that contains individually identifiable records, in accordance with standards adopted by the Agency of Human Services.

12. **Computing and Communication:** The Grantee shall select, in consultation with the Agency of Human Services' Information Technology unit, one of the approved methods for secure access to the State's systems and data, if required. Approved methods are based on the type of work performed by the Grantee as part of this agreement. Options include, but are not limited to:
 1. Grantee's provision of certified computing equipment, peripherals and mobile devices, on a separate Grantee's network with separate internet access. The Agency of Human Services' accounts may or may not be provided.
 2. State supplied and managed equipment and accounts to access state applications and data, including State issued active directory accounts and application specific accounts, which follow the National Institutes of Standards and Technology (NIST) security and the Health Insurance Portability & Accountability Act (HIPAA) standards.

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

13. **Lobbying.** No federal funds under this agreement may be used to influence or attempt to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendments other than federal appropriated funds.
14. **Non-discrimination.** The Grantee will prohibit discrimination on the basis of age under the Age Discrimination Act of 1975, on the basis of handicap under section 504 of the Rehabilitation Act of 1973, on the basis of sex under Title IX of the Education Amendments of 1972, or on the basis of race, color or national origin under Title VI of the Civil Rights Act of 1964. No person shall on the grounds of sex (including, in the case of a woman, on the grounds that the woman is pregnant) or on the grounds of religion, be excluded from participation in, be denied the benefits of, or be subjected to discrimination, to include sexual harassment, under any program or activity supported by state and/or federal funds.

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

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

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

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

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

Acceptance of AmeriCorps Competitive Grant for “We All Belong AmeriCorps State Program” WHEREAS, the City of Burlington has hosted the WAB AmeriCorps program since 2008; and

WHEREAS, the WAB program provides training, coaching, and AmeriCorps members to participating organizations to create a more diverse and equitable community; and

WHEREAS, the Community and Economic Development Office (CEDO) has been awarded funds from The Corporation for National and Community Service through SerVermont; and

WHEREAS, CEDO has been awarded an AmeriCorps Competitive Grant of \$251,809 to support the WAB program for the period of September 1, 2013 through August 31, 2014; and

WHEREAS, the Board of Finance, at its meeting on September 16, 2013, reviewed and recommended City Council authorize acceptance of the AmeriCorps Competitive Grant and all necessary budget amendments to reflect same.

NOW, THEREFORE, BE IT RESOLVED that the City Council does hereby authorize Peter Owens, CEDO Director, or his designee, to execute the AmeriCorps Competitive Grant and all documents necessary to accept this funding, subject to the review and approval of the City Attorney; and

BE IT FURTHER RESOLVED that, in order to reflect the above grant acceptance, the City Council hereby authorizes that CEDO’s FY 2014 budget be amended as follows:

INCREASE:

Revenue:

301-31-301-302-2014-4875_165 (Grants Other Operating) \$251,809

Expense:

301-31-301-302-2014-5000 (Salaries and Wages) \$ 10,000

301-31-301-302-2014-6500_161 (Prof & Cons Members) \$241,809