

TO: Members of the Board of Finance and City Council

FROM: Karen Vastine, Community Justice Center Coordinator

A handwritten signature in black ink, appearing to read "Karen Vastine", is written over the printed name.

DATE: November 6, 2012

RE: Department of Corrections Grants: "Safer Communities" (Grant #03520-1285) & "Circles of Support & Accountability" (Grant #03520-1249 AM1)

This is a request from CEDO's Community Justice Center (CJC) that the City of Burlington accepts the Safer Communities Grant in the amount of \$550,000 to be expended between July 1, 2012 through June 30, 2014 on its behalf. The CJC also respectfully requests that the City of Burlington accepts the Circles of Support & Accountability Grant Renewal; the original award was \$60,000 to be spent over the course of the Federal Fiscal Year 12, October 1, 2011- September 30, 2012.

Other CJC grants and staff time comprise the match required with both of these grants.

Please see attached grant awards for more information.



State of Vermont
Department of Corrections
103 South Main Street
Waterbury, VT 05671-1001
www.doc.state.vt.us

[phone] 802-241-2442
[fax] 802-951-5017
[fax] 802-951-5086

Agency of Human Services

October 17, 2012

RECEIVED
OCT 19 2012

City of Burlington
Attn: Miro Weinberger, Mayor
City Hall, Room 34
Burlington, VT 05401

BY:.....

RE: Grant #03520-1285

Enclosed is the original Grant# 03520-1285 between The City of Burlington and the Department of Corrections.

Please sign page -2- as marked and return the entire original Contract including all attachments to me. Once the documents are received, a copy of the agreement will be provided after final execution of all signatures.

If a change is needed prior to signing the agreement (i.e. change of address etc...) please do not write on the original. Simply state the changes needed in a letter or feel free to call me at 802-951-5029.

Sincerely,

Kristin Lawson
Financial Administrator III
AHS/Dept. of Corrections

Mail: AHS/DOC/Business Office
103 South Main Street
Waterbury, VT 05671-1001

Enclosure

1. Parties: This is a Grant Agreement between the State of Vermont, Department of Corrections, (hereinafter called "State"), and the City of Burlington with principal place of business at City Hall, Room 34, Burlington, VT 05401, (hereinafter called "Subrecipient"). It is the Subrecipient's responsibility to contact the Vermont Department of Taxes to determine if, by law, the Subrecipient is required to have a Vermont Department of Taxes Business Account Number.
2. Subject Matter: The subject matter of this Grant Agreement is the development and provision of local restorative crime, conflict and dispute resolution services, offender deflection services and offender reentry services. Detailed services to be provided by the Subrecipient are described in Attachment A.
3. Maximum Amount: In consideration of the services to be performed by Subrecipient, the State agrees to pay Subrecipient, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$550,000.00.
4. Grant Term: The period of Subrecipient's performance shall begin on July 1, 2012 and end on June 30, 2014.
5. Source of Funds:

| | | | | | |
|--------------|--------------|---------|----|-------|----|
| General Fund | 100% | Federal | % | Other | % |
| General Fund | \$550,000.00 | Federal | \$ | Other | \$ |

Department ID: 3480004100 Program #:
6. CFDA Title:
Award Name:
Award Year:
Federal Granting Agency:
Research and Development Grant? Yes No CFDA Number:
Award Number:
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 Grant Agreement may be suspended or cancelled by either party by giving written notice at least 30 days in advance.
9. Contact persons: The Subrecipient's contact person for this award is: Karen Vastine, Burlington CJC Director; Telephone Number 802-865-7185; E-mail address kvastine@ci.burlington.vt.us.
10. Fiscal Year: The Subrecipient's fiscal year starts July 1 and ends June 30.
11. Attachments: This Grant consists of 25 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 D - Modifications of Insurance
 - Attachment E - Business Associate Agreement
 - Attachment F - AHS Customary Grant Provisions

STATE OF VERMONT
GRANT AGREEMENT #03520-1285

The order of precedence of these documents shall be as follows:

- Attachment D – Modifications of Insurance
- Attachment C - Customary State Grant Provisions
- Attachment A - Specifications of Work to be Performed
- Attachment B - Payment Provisions
- Attachment E – Business Associate Agreement
- Attachment F – AHS Customary Grant Provisions

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

STATE OF VERMONT

SUBRECIPIENT

by:

by:

Andrew Pallito, Commissioner
Department of Corrections

Name: Miro Weinberger, Mayor

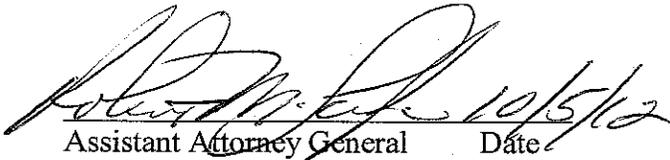
Date: _____

Date: _____

Address:

City of Burlington
City Hall, Room 34
Burlington, VT 05401

APPROVED AS TO FORM:


Assistant Attorney General Date

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

Burlington Community Justice Center

In conjunction with the State, the Grantee, through the Burlington Community Justice Center, will form or advance local partnerships to develop community capacities for addressing crime, conflict and dispute resolution based on restorative justice principles. Using restorative methods, the Community Restorative Justice Center will strive to enhance community safety, improve quality of life and increase citizen participation in the criminal justice process. The services and activities provided by the Burlington Center are expected to be consistent with the intent of State Restorative Justice Policy as specified in V.S.A Title 28, Section 2a, the Agency of Human Services Outcomes and Key Practices, the Department of Corrections Outcomes and Principles, and the Community Justice Center Evaluation Outcomes. The Grantee understands that services provided under this agreement should be consistent with the State's interest in reducing the overall costs of Correctional services and preventing incarceration or re-incarceration when less costly interventions would be appropriate.

In developing and providing its programs and services, the Grantee will champion and incorporate the following restorative principles into its design and methods of service delivery:

- Place those who are harmed/affected at the center of the resolution process
- Seek to understand the harm done
- Work to repair the damage
- Re-build relationships, to the degree possible, with all people involved
- Recognize the solution as a community responsibility
- Give choice and opportunity to speak and be heard, especially for victims
- Recognize that stakeholder participation is voluntary
- Use collaborative methodologies to resolve conflict and crime

The Grantee is expected to provide restorative services and activities that utilize citizen volunteers to deal with and address a wide range of quality of life issues – crime, conflicts and disputes, both criminal and civil in nature, with youth and adults. The details, priorities and capacities of the Burlington Community Justice Center are expected to reflect community interests and conditions, including the availability of resources. Using restorative methodologies such as citizen boards, group conferencing, family group decision making, circle processes, mediated dialogues, circles of support and accountability (COSA), mentoring, etc., the Grantee will engage and mobilize citizen volunteers to solve problems locally in a manner that seeks to provide more timely, less costly services with greater effectiveness and efficiency. Of paramount importance is the reduction of referrals of low level wrongdoers to the traditional criminal justice system and higher civil authorities and enhancing community safety by engaging offenders released from incarceration.

The Grantee is expected to engage, empower and support citizens to address issues of preventing crime, resolving conflict and rendering justice that are most important to them. Based upon restorative principles, the Community Restorative Justice Center will develop processes that seek to include everyone affected. In responding to crime and delinquency, these processes include balancing accountability and support for the offender with the needs of the victim and community.

The Center must demonstrate, by design and operation, a partnership that reflects collaboration among important stakeholders, including municipal government, local citizens and the State. In cooperation with the Agency of Human Services, law enforcement, other criminal justice and pertinent stakeholders, the Center will organize its work to address four essential categories of service:

1. Direct referral
2. Post-conviction (or post-adjudication) and post-incarceration
3. Victim support
4. Community dialogue/prevention

Crucial to the success of the Community Restorative Justice Center is its ability to convene or act as a conduit to the local community services network for offenders, victims, affected parties and others in need of support and services.

It is understood that the degree to which any Center is able to undertake the four essential service groupings is resource dependent. Although each Center is expected to pursue opportunities to provide services and build local capacity in all four service realms, Grantees will have to prioritize their efforts on the basis of funding realities.

Direct Referral – The Grantee will establish a restorative program(s) and the associated protocols and processes that allow criminal and civil authorities such as police departments and school administrators to refer cases of crime, conflict and dispute directly to a local resource. Services can target both youth and adults. In addition to any other direct referral services, the Grantee is expected to provide leadership and services to Chittenden County's Rapid Intervention Community Court (RICC).

Post-Conviction and Post-Incarceration – The Grantee will locally administer statewide restorative programs such as Reparative Probation and Reparative Without Probation and establish other restorative programs and services to handle adult and youth post-conviction/adjudication cases such as Community Service and Offender Reentry. Though resources may limit the extent to which the Grantee's ability to provide programs or direct services to reentering offenders, Community Justice Centers are expected to partner with local Probation and Parole offices to enhance DOC release plans that increase an offender's accountability and provide greater reentry support, leading to improved community safety. Especially important is the Center's involvement in exploring and/or facilitating the acquisition of transitional housing options for returning offenders that realistically balance the needs of the offender, the victim(s) and the community.

Victim Support – The Grantee will develop supportive restorative processes that take into account the needs and interests of victims of crime and compliment those already available in its community. Services to victims of crime can be integrated into offender related programs or independent in nature. Additionally, the Grantee will design and operate its programs consistent with the Best-Practice Protocol for Working with Victims of Domestic Abuse developed by the Center for Crime Victim Services, the Community Justice Network of Vermont and the State.

Community Dialogue/Prevention – The Grantee will develop restorative justice strategies and programs that promote community awareness, improve citizen understanding and enhance public safety. An important aspect of this undertaking is the development of alternative dispute resolution processes that enable the Grantee to effectively deal with the wide range of disputes and conflicts that beset its community. Also, the Grantee will assist citizens in identifying the issues regarding crime and community conflict that are important to them and

help the community to address these issues using restorative methodologies including public forums and educational events.

Although paid staff is expected to coordinate, manage and provide administrative support to the programs and services delivered by the Grantee, it is also expected that the majority of services will be provided by trained citizen volunteers who have connections to the host community. Accordingly, the Grantee will recruit, train, support and supervise the volunteers who serve its community justice programs. All volunteers who work with offenders who have been placed under Corrections custody or supervision must also be approved by the Department of Corrections as Corrections volunteers.

The Grantee is expected to include citizen volunteers in guiding the development of services and overall direction of its Center. Crucial to the success of this undertaking is the development and maintenance of a vigorous Citizen's Advisory Board or Board of Directors.

The Grantee will ensure that the citizen volunteers participating in the oversight and operations of its programs and services reflect the diversity of the community.

Goals:

The overall goal of the Grantee's work shall focus on those services and programs that will enhance community safety and quality of life. Program design should include approaches that are considered to be best practice and cost effective in reducing recidivism.

The Grantee will support community members to work together to:

- Enhance victim support and engagement
- Improve offender accountability
- Address the harm caused by offenders
- Reduce the risk of victimization of community members
- Provide increased assistance to offenders returning to the community
- Increase offender community engagement
- Expand stakeholder collaboration and involvement in the Community Justice Center's activities
- Reduce the number of referrals of individuals who commit low level offenses to the criminal justice system

Services Provided:

- The Grantee will provide a citizen board, and use other restorative practices as necessary and desirable, to handle Reparative Probation cases referred to the Community Justice Center by the local Probation and Parole Office.
- The Grantee will provide a citizen board, and use other restorative practices as necessary and desirable, to handle Reparative Without Probation cases referred to the Community Justice Center by the Court.
- The Grantee will provide a citizen board and/or use other restorative practices as necessary and desirable to handle Criminal Direct cases referred to the Community Justice Center by law enforcement and/or the State's Attorney.
- The Grantee will provide a citizen board and/or use other restorative practices as necessary and desirable to handle deflection cases referred by the Chittenden County Rapid Intervention Community Court.

- The Grantee will provide leadership and consultation to the Chittenden County Rapid Intervention Community Court and pertinent stakeholders.
- The Grantee will provide screening and referral services to the Chittenden County Rapid Intervention Community Court.
- The Grantee will sub-grant to other community partner service providers as necessary and desirable to support speedier initial service to program participants.
- The Grantee will provide a restorative practice for handling civil conflict and dispute cases referred to the Center from a variety of referral sources.
- The Grantee will provide a restorative practice for handling conflict and discipline cases referred to the Center by the schools.
- The Grantee will initiate and maintain outreach efforts with community partners and other stakeholders as necessary in striving to ensure adequate support for its work.
- The Grantee will inform and engage local citizens and pertinent stakeholders by holding at least two community forums annually that pertain to quality of life and community safety.
- The Grantee will provide offender reentry service navigation support for a minimum of 40 offenders annually, reentering the Burlington community.
- The Grantee will provide employment readiness services to a minimum of 150 offenders annually, reentering or residing in the Burlington community.

Quality Assurance Reporting Requirements and Schedule:

For all Reparative Probation, Reparative Without Probation, Criminal Direct, Civil, School and other crime, conflict and dispute resolution cases, the Grantee will report the following measures monthly by the 15th of each month for the preceding month:

- # of open cases on the 1st of the month
- # of new referrals during the month
- # of total cases (sum of open and new cases)
- # referrals rejected due to case conditions
- # of negative closures due to failure to appear
- # of other negative closures (fail to complete)
- # positive closures
- # other closures (transfer, withdrawal)
- # open cases at the end of the month

For all offenders under Corrections custody and supervision who receive services from the Grantee, including Reparative and reentry cases, the Grantee will obtain a Personal Identification Number (PID) from Corrections. The Grantee will report the following information monthly by the 15th of each month for the preceding month:

- PID #
- Date of case acceptance by Grantee for some level of service
- Type of service received (e.g., Reparative Board, case management, service referral, service navigation, financial support (include type and amount), life skills workshop, mentor, COSA, recovery coach, housing, etc.)
- Date of case closure when applicable
- Reason for case closure

For all Chittenden County Rapid Intervention Community Court cases, the Grantee will report the following measures monthly by the 15th of each month for the preceding month:

- # of cases screened during the month
- # of case rejections
- # of new referrals and identity of CJC or service agency
- # of open cases at beginning of month by CJC or service agency
- # of total cases by CJC or service agency
- # of cases successfully completing RICC requirements by CJC or service agency
- # of cases negatively terminated by CJC or service agency
- # of open cases by CJC or service agency at end of month

Also, the Grantee will submit copies of RICC performance/assessment reports it prepares for other funding sources, partners or on its own behalf.

Within 30 days of the grant award or a new fiscal year, the Grantee is required to prepare an annual operating plan and budget that serves to achieve the intended results specified in this Attachment. The operating plan is expected to generally address the four categories of service and the specific services identified in this section of this Attachment, but in accordance with local needs and available resources. The operating plan must be approved by the grant administrator (Hans Johnson).

In accordance with the specified due dates, the Grantee will provide a copy of the following documents/reports annually:

- The written agreement (protocol, procedure, memorandum of understanding, etc.) between the Center and the local Probation and Parole Office that describes the process and responsibilities for handling Reparative Probation cases.
- The written agreement (protocol, procedure, memorandum of understanding, etc.) that describes the process and responsibilities for handling criminal cases referred directly by law enforcement and/or the State's Attorney. If the Grantee does not receive Criminal Direct referrals, then the Grantee will provide a written explanation for why this restorative practice is not being used.
- The written agreement (protocol, procedure, memorandum of understanding, etc.) between the Center and the Court, and other stakeholders as appropriate, for handling Reparative Without Probation cases.
- The written agreement (protocol, procedure, memorandum of understanding, etc.) that describes the process and responsibilities for handling criminal cases processed by the Chittenden County Rapid Intervention Community Court.
- The written program description describing how civil referrals are handled. If the Grantee does not receive civil referrals, then the Grantee will provide a written explanation for why this restorative practice is not being used.
- The written program description describing how school referrals are handled. If the Grantee does not receive school referrals, then the Grantee will provide a written explanation for why this restorative practice is not being used.
- The current mission or purpose statement.
- The current strategic plan for prioritizing the Center's work, promoting its growth and advancing restorative principles. If the Grantee does not have a current strategic plan, then the Grantee will submit a plan for developing one.
- A report assessing the adequacy of its offender reentry services – what is additionally needed, what

service design seems optimal and viable, and what additional resources are needed to implement the plan.

- A list and a brief description of its collaborative relationships with pertinent stakeholders.
- The Citizens Advisory Board/Board of Directors By-Laws or governance rules. If an advisory/governance board or by-laws does not exist, then the Grantee will submit a plan for developing one.

| Due Date | Outcome/Work Product |
|-----------------|---|
| 08/01/12 | FY 13 Budget/Operating Plan |
| 08/15/12 | July Monthly Report |
| 09/01/12 | Reparative Probation Agreement with P&P |
| 09/15/12 | August Monthly Report |
| 10/01/12 | Criminal Direct Agreement with Stakeholders |
| 10/15/12 | September Monthly Report |
| 11/01/12 | FY 13 1 st Quarter Review (DOC Responsible to Schedule) |
| 11/01/12 | Reparative Without Probation Agreement with Court |
| 11/15/12 | October Monthly Report |
| 12/01/12 | RICC Agreement with Court |
| 12/01/12 | Civil Case Program Description |
| 12/01/12 | Submit 2 nd Invoice to Grant Administrator (01/01/13 – 06/30/13) |
| 12/15/12 | November Monthly Report |
| 01/01/13 | School Case Program Description |
| 01/15/13 | December Monthly Report |
| 02/01/13 | FY 13 2 nd Quarter Review (DOC Responsible to schedule) |
| 02/01/13 | Mission or Purpose Statement |
| 02/15/13 | January Monthly Report |
| 03/01/13 | Strategic Plan |
| 03/15/13 | February Monthly Report |
| 04/01/13 | Offender Reentry Service Assessment |
| 04/15/13 | March Monthly Report |
| 05/01/13 | FY 13 3 rd Quarter Review (DOC Responsible to Schedule) |
| 05/01/13 | Collaborative Partner List |
| 05/15/13 | April Monthly Report |
| 06/01/13 | Governance By-Laws |
| 06/01/13 | Submit 3 rd Invoice to Grant Administrator (07/01/13 – 12/31/13) |
| 06/15/13 | May Monthly Report |
| 07/01/13 | 2 Community Forums |
| 07/01/13 | Reentry Service Navigation Support for 40 Offenders |
| 07/01/13 | Employment Readiness Services for 150 Offenders |
| 07/15/13 | June Monthly Report |
| 07/15/13 | FY 13 Case Count Summary |
| 08/01/13 | FY 13 Accounting Summary |
| 08/01/13 | FY 13 4 th Quarter/Yearly Review (DOC Responsible to Schedule) |
| 08/01/13 | FY 14 Budget/Operating Plan |
| 08/15/13 | July Monthly Report |
| 09/01/13 | Reparative Probation Agreement with P&P |

| | |
|----------|---|
| 09/15/13 | August Monthly Report |
| 10/01/13 | FY 13 CJC Evaluation/Performance Audit |
| 10/01/13 | Criminal Direct Agreement with Stakeholders |
| 10/15/13 | September Monthly Report |
| 11/01/13 | Reparative Without Probation Agreement with Court |
| 11/01/13 | FY 14 1 st Quarter Review (DOC Responsible to Schedule) |
| 11/15/13 | October Monthly Report |
| 12/01/13 | RICC Agreement with Court |
| 12/01/13 | Civil Case Program Description |
| 12/01/13 | Submit 4 th Invoice to Grant Administrator (01/01/14 – 06/30/14) |
| 12/15/13 | November Monthly Report |
| 01/01/14 | School Case Program Description |
| 01/15/14 | December Monthly Report |
| 02/01/14 | Mission or Purpose Statement |
| 02/01/14 | FY 14 2 nd Quarter Review (DOC Responsible to Schedule) |
| 02/15/14 | January Monthly Report |
| 03/01/14 | Strategic Plan |
| 03/15/14 | February Monthly Report |
| 04/01/14 | Offender Reentry Service Assessment |
| 04/15/14 | March Monthly Report |
| 05/01/14 | Collaborative Partner List |
| 05/01/14 | FY 14 3 rd Quarter Review (DOC Responsible to Schedule) |
| 05/15/14 | April Monthly Report |
| 06/01/14 | Governance By-Laws |
| 06/15/14 | May Monthly Report |
| 07/01/14 | 2 Community Forums |
| 07/01/14 | Reentry Service Navigation Support for 40 Offenders |
| 07/01/14 | Employment Readiness Services for 150 Offenders |
| 07/15/14 | June Monthly Report |
| 07/15/14 | FY 14 Case Count Summary |
| 08/01/14 | FY 14 Accounting Summary |
| 08/01/14 | FY 14 Unexpended Funds Returned |
| 08/01/14 | FY 14 4 th Quarter/Yearly Review (DOC Responsible to Schedule) |
| 10/01/14 | FY 14 CJC Evaluation/Performance Audit |

Payment Provisions:

Payment provisions are specified in Attachment B. The grant will be paid in four installments, each consisting of 25% of the total grant. After the initial payment, future payments will be dependent upon the Grantee successfully completing quarterly quality assurance progress reviews.

Other Requirements and Provisions:

The Grantee's operating plan, budget, other quality assurance reporting requirements as specified above and any additional pertinent information will serve as a basis for reviewing the Grantee's operating status, performance and progress.

The State will assume responsibility for scheduling the quarterly quality assurance progress review meetings.

Upon assessing performance and progress at the quarterly quality assurance review meetings, failure by the grantee to achieve the stipulated level of performance as specified in the Requirements and Services Provided and in the Quality Assurance Reporting Requirements sections of this Attachment may result in a penalty being imposed (loss of funding). The penalty for each infraction of inadequate performance or non-compliance will be a \$100.00 reduction in the total grant amount. The State will provide written notice of the penalty assessment. Penalties are due to the State as specified in Attachment B of this grant.

The Grantee is required to provide a 10 % match in cash and/or in-kind services.

Changes in the work to be completed by the Grantee require grant administrator (Hans Johnson) approval and will require the grant to be amended.

It is understood that the proposed budget may change during the course of the grant time period. Changes totaling more than five (5) % of the total grant budget require grant administrator (Hans Johnson) approval.

The Grantee will cooperate with the State to establish and follow procedures and protocols to evaluate the effectiveness of its restorative initiatives, to include keeping files, data collection and sharing of such data.

The Grantee is expected to achieve the outcomes specified in the Community Justice Center Evaluation Manual. Community Justice Center annual evaluations are due within 90 days of the end of the fiscal year.

The Grantee will collaborate with other community justice centers in supporting the operation and growth of the Community Justice Network of Vermont in advancing the use of restorative practices to address crime and conflict throughout Vermont.

Grantees must submit an accounting for the use of grant funds within 30 days of the end of the fiscal year or end of the grant.

All aforementioned work products and reports should be sent to Grant Administrator:

Hans Johnson, Regional Director
Vermont Department of Corrections
P.O. Box 175
Rutland, VT 05702

Or as e-mail attachments to:

Hans.Johnson@state.vt.us

**ATTACHMENT B
PAYMENT PROVISIONS**

The maximum dollar amount payable under this agreement is not intended as any form of a guaranteed amount. The Grantee 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:

1. Grant funding will not be released until Grantee has provided State with certificates of insurance to show that the required insurance coverage, detailed on Attachment C, is in effect. It is the responsibility of the Grantee to maintain current certificates of insurance on file with the State throughout the term of this agreement. Grantee shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this agreement.
2. Grantee will submit a signed invoice for each payment period which must include an invoice number (grant agreement number can be used as invoice number).
 - a. The State agrees to pay Grantee \$137,500.00 for the period of July 1, 2012 through December 31, 2012.
 - b. The State agrees to pay Grantee \$137,500.00 for the period of January 1, 2013 through June 30, 2013.
 - c. The State agrees to pay Grantee \$137,500.00 for the period of July 1, 2013 through December 31, 2013.
 - d. The State agrees to pay Grantee \$137,500.00 for the period of January 1, 2014 through June 30, 2014.
3. Should the Grantee be subject to a penalty for non-performance as detailed in Attachment A of this agreement, penalties assessed are due to the State within 15 days of written notification.
4. Should the Grantee not deplete the entire grant award prior to June 30, 2014, the unexpended funds will be returned to the State within 30 days of the end of the grant.
5. Grantee is required to provide a 10% annual match, in cash and/or services in kind, in the amount of \$27,500.00.
6. Grantee is required to submit a final report outlining the budgetary and programmatic uses of these grant funds. This report will be due within 30 days of the end of the grant. Penalties will be assessed by State for late submission of final reporting at the rate of \$10,00 per day until the final reporting has been received by State.

Please return Grant Agreement, Certificate of Insurance and submit invoices to:

Attn: Hans Johnson, Regional Director
Vermont Department of Corrections
P.O. Box 175
Rutland, VT 05702

ATTACHMENT C
CUSTOMARY PROVISIONS FOR CONTRACTS AND GRANTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8. **Reliance by the State on Representations:** All payments by the State under this Agreement will be made in reliance upon the accuracy of all prior representations by the Party, including but not limited to bills, invoices, progress reports and other proofs of work.
9. **Requirement to Have a Single Audit:** In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, and if this Subrecipient expends \$500,000 or more in federal assistance during its fiscal year, the Subrecipient is required to have a single audit conducted in accordance with the Single Audit Act, except when it elects to have a program specific audit.

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

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

The Subrecipient will complete the Certification of Audit Requirement annually within 45 days after its fiscal year end. If a single audit is required, the sub-recipient will submit a copy of the audit report to the primary

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

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

- 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.

Revised AHS - 7-1-2012

ATTACHMENT D
MODIFICATION OF CUSTOMARY PROVISIONS
OF
ATTACHMENT C OR ATTACHMENT F

1. The insurance requirements contained in Attachment C, Section 7 are hereby modified:

2. Requirements of other Sections in Attachment C are hereby modified:

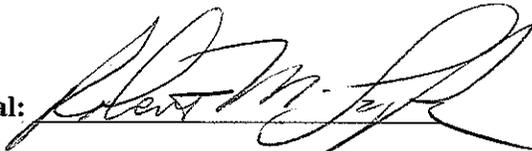
The entirety of Attachment C, Section 6, Independence, Liability (4 paragraphs) is deleted and replaced with the following paragraph: The Party shall be responsible for defense and liability for any claims, suits, judgments and damages arising as a result of the Party's intentional misconduct or negligence in the performance of any services under this Grant Agreement. The State of Vermont shall be responsible for defense and liability for any claims, suits, judgments and damages arising as a result of the State of Vermont's intentional misconduct or negligence in the performance of any services under this Grant Agreement. 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 omission in the performance of this Grant Agreement. The State shall notify its risk management division and the Party within 10 days of receiving any claim for damages, notice of claims, pre-claims, or service of judgments or claims, for any act or omission in the performance of this Grant Agreement.

3. Requirements of Sections in Attachment F are hereby modified:

4. Reasons for Modifications:

Approval:

Assistant Attorney General:



Date:

10/15/12

ATTACHMENT E
BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") is entered into by and between the State of Vermont Agency of Human Services operating by and through its Department of Corrections ("Covered Entity") and the City of Burlington ("Business Associate") as of July 1, 2012 ("Effective Date"). This Agreement supplements and is made a part of the Contract to which it is an attachment.

Covered Entity and Business Associate enter into this Agreement to comply with standards promulgated under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), including the Standards for the Privacy of Individually Identifiable Health Information, at 45 CFR Parts 160 and 164 ("Privacy Rule"), and the Security Standards, at 45 CFR Parts 160 and 164 ("Security Rule"), as amended by Subtitle D of the Health Information Technology for Economic and Clinical Health Act.

The parties agree as follows:

1. **Definitions.** All capitalized terms in this Agreement have the meanings identified in this Agreement, 45 CFR Part 160, or 45 CFR Part 164.

The term "Services" includes all work performed by the Business Associate for or on behalf of Covered Entity that requires the use and/or disclosure of protected health information to perform a business associate function described in 45 CFR 160.103 under the definition of Business Associate.

The term "Individual" includes a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

The term "Breach" means the acquisition, access, use or disclosure of protected health information (PHI) in a manner not permitted under the HIPAA Privacy Rule, 42 CFR part 164, subpart E, which compromises the security or privacy of the PHI. "Compromises the security or privacy of the PHI" means poses a significant risk of financial, reputational or other harm to the individual.

2. **Permitted and Required Uses/Disclosures of PHI.**

2.1 Except as limited in this Agreement, Business Associate may use or disclose PHI to perform Services, as specified in the underlying grant with Covered Entity. Business Associate shall not use or disclose PHI in any manner that would constitute a violation of the Privacy Rule if used or disclosed by Covered Entity in that manner. Business Associate may not use or disclose PHI other than as permitted or required by this Agreement or as Required by Law.

2.2 Business Associate may make PHI available to its employees who need access to perform Services provided that Business Associate makes such employees aware of the use and disclosure restrictions in this Agreement and binds them to comply with such restrictions. Business Associate may only disclose PHI for the purposes authorized by this Agreement: (a) to its agents (including subcontractors) in accordance with Sections 8 and 16 or (b) as otherwise permitted by Section 3.

3. **Business Activities.** Business Associate may use PHI received in its capacity as a Business Associate to Covered Entity if necessary for Business Associate's proper management and administration or to carry out its legal responsibilities. Business Associate may disclose PHI received in its capacity as Business Associate to Covered Entity for Business Associate's proper management and administration or to carry out its legal responsibilities if a disclosure is Required by Law or if (a) Business Associate obtains reasonable written assurances via a written agreement from the person to whom the information is to be disclosed that the PHI shall remain confidential and be used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person and (b) the person notifies Business Associate, within three business days (who in turn will notify Covered Entity within three business days after receiving notice of a Breach as

specified in Section 5.1), in writing of any Breach of Unsecured PHI of which it is aware. Uses and disclosures of PHI for the purposes identified in this Section 3 must be of the minimum amount of PHI necessary to accomplish such purposes.

4. **Safeguards.** Business Associate shall implement and use appropriate safeguards to prevent the use or disclosure of PHI other than as provided for by this Agreement. With respect to any PHI that is maintained in or transmitted by electronic media, Business Associate shall comply with 45 CFR sections 164.308 (administrative safeguards), 164.310 (physical safeguards), 164.312 (technical safeguards) and 164.316 (policies and procedures and documentation requirements). Business Associate shall identify in writing upon request from Covered Entity all of the safeguards that it uses to prevent impermissible uses or disclosures of PHI.

5. **Documenting and Reporting Breaches.**

5.1 Business Associate shall report to Covered Entity any Breach of Unsecured PHI as soon as it (or any of its employees or agents) becomes aware of any such Breach, and in no case later than three (3) business days after it (or any of its employees or agents) becomes aware of the Breach, except when a law enforcement official determines that a notification would impede a criminal investigation or cause damage to national security.

5.2 Business Associate shall provide Covered Entity with the names of the individuals whose Unsecured PHI has been, or is reasonably believed to have been, the subject of the Breach and any other available information that is required to be given to the affected individuals, as set forth in 45 CFR §164.404(c), and, if requested by Covered Entity, information necessary for Covered Entity to investigate the impermissible use or disclosure. Business Associate shall continue to provide to Covered Entity information concerning the Breach as it becomes available to it.

5.3 When Business Associate determines that an impermissible acquisition, use or disclosure of PHI by a member of its workforce does not pose a significant risk of harm to the affected individual(s), it shall document its assessment of risk. Such assessment shall include: 1) the name of the person(s) making the assessment, 2) a brief summary of the facts, and 3) a brief statement of the reasons supporting the determination of low risk of harm. When requested by Covered Entity, Business Associate shall make its risk assessments available to Covered Entity.

6. **Mitigation and Corrective Action.** Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to it of an impermissible use or disclosure of PHI, even if the impermissible use or disclosure does not constitute a Breach. Business Associate shall draft and carry out a plan of corrective action to address any incident of impermissible use or disclosure of PHI. If requested by Covered Entity, Business Associate shall make its mitigation and corrective action plans available to Covered Entity.

7. **Providing Notice of Breaches.**

7.1 If Covered Entity determines that an impermissible acquisition, access, use or disclosure of PHI for which one of Business Associate's employees or agents was responsible constitutes a Breach as defined in 45 CFR §164.402, and if requested by Covered Entity, Business Associate shall provide notice to the individuals whose PHI has been the subject of the Breach. When requested to provide notice, Business Associate shall consult with Covered Entity about the timeliness, content and method of notice, and shall receive Covered Entity's approval concerning these elements. The cost of notice and related remedies shall be borne by Business Associate.

7.2 The notice to affected individuals shall be provided as soon as reasonably possible and in no case later than 60 calendar days after Business Associate reported the Breach to Covered Entity.

7.3 The notice to affected individuals shall be written in plain language and shall include, to the extent possible, 1) a brief description of what happened, 2) a description of the types of Unsecured PHI that were involved in the Breach, 3) any steps individuals can take to protect themselves from potential harm resulting from the Breach, 4) a brief

description of what the Business Associate is doing to investigate the Breach, to mitigate harm to individuals and to protect against further Breaches, and 5) contact procedures for individuals to ask questions or obtain additional information, as set forth in 45 CFR §164.404(c).

7.4 Business Associate shall notify individuals of Breaches as specified in 45 CFR §164.404(d) (methods of individual notice). In addition, when a Breach involves more than 500 residents of Vermont, Business Associate shall, if requested by Covered Entity, notify prominent media outlets serving Vermont, following the requirements set forth in 45 CFR §164.406.

8. **Agreements by Third Parties.** Business Associate shall ensure that any agent (including a subcontractor) to whom it provides PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity agrees in a written agreement to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such PHI. For example, the written agreement must include those restrictions and conditions set forth in Section 14. Business Associate must enter into the written agreement before any use or disclosure of PHI by such agent. The written agreement must identify Covered Entity as a direct and intended third party beneficiary with the right to enforce any breach of the agreement concerning the use or disclosure of PHI. Business Associate shall provide a copy of the written agreement to Covered Entity upon request. Business Associate may not make any disclosure of PHI to any agent without the prior written consent of Covered Entity.

9. **Access to PHI.** Business Associate shall provide access to PHI in a Designated Record Set to Covered Entity or as directed by Covered Entity to an Individual to meet the requirements under 45 CFR 164.524. Business Associate shall provide such access in the time and manner reasonably designated by Covered Entity. Within three (3) business days, Business Associate shall forward to Covered Entity for handling any request for access to PHI that Business Associate directly receives from an Individual.

10. **Amendment of PHI.** Business Associate shall make any amendments to PHI in a Designated Record Set that Covered Entity directs or agrees to pursuant to 45 CFR 164.526, whether at the request of Covered Entity or an Individual. Business Associate shall make such amendments in the time and manner reasonably designated by Covered Entity. Within three (3) business days, Business Associate shall forward to Covered Entity for handling any request for amendment to PHI that Business Associate directly receives from an Individual.

11. **Accounting of Disclosures.** Business Associate shall document disclosures of PHI and all information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528. Business Associate shall provide such information to Covered Entity or as directed by Covered Entity to an Individual, to permit Covered Entity to respond to an accounting request. Business Associate shall provide such information in the time and manner reasonably designated by Covered Entity. Within three (3) business days, Business Associate shall forward to Covered Entity for handling any accounting request that Business Associate directly receives from an Individual.

12. **Books and Records.** Subject to the attorney-client and other applicable legal privileges, Business Associate shall make its internal practices, books, and records (including policies and procedures and PHI) relating to the use and disclosure of PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity available to the Secretary in the time and manner designated by the Secretary. Business Associate shall make the same information available to Covered Entity, upon Covered Entity's request, in the time and manner reasonably designated by Covered Entity so that Covered Entity may determine whether Business Associate is in compliance with this Agreement.

13. **Termination.**

13.1 This Agreement commences on the Effective Date and shall remain in effect until terminated by Covered Entity or until all of the PHI provided by Covered Entity to Business Associate or created or received by Business Associate on behalf of Covered Entity is destroyed or returned to Covered Entity subject to Section 17.7.

13.2 If Business Associate breaches any material term of this Agreement, Covered Entity may either: (a) provide an opportunity for Business Associate to cure the breach and Covered Entity may terminate the grant without liability or penalty if Business Associate does not cure the breach within the time specified by Covered Entity; or (b) immediately terminate the grant without liability or penalty if Covered Entity believes that cure is not reasonably possible; or (c) if neither termination nor cure are feasible, Covered Entity shall report the breach to the Secretary. Covered Entity has the right to seek to cure any breach by Business Associate and this right, regardless of whether Covered Entity cures such breach, does not lessen any right or remedy available to Covered Entity at law, in equity, or under the grant or letter of agreement, nor does it lessen Business Associate's responsibility for such breach or its duty to cure such breach.

14. Return/Destruction of PHI.

14.1 Business Associate in connection with the expiration or termination of the grant or letter of agreement shall return or destroy, at the discretion of the Covered Entity, all PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity pursuant to this grant or letter of agreement that Business Associate still maintains in any form or medium (including electronic) within thirty (30) days after such expiration or termination. Business Associate shall not retain any copies of the PHI. Business Associate shall certify in writing for Covered Entity (1) when all PHI has been returned or destroyed and (2) that Business Associate does not continue to maintain any PHI. Business Associate is to provide this certification during this thirty (30) day period.

14.2 Business Associate shall provide to Covered Entity notification of any conditions that Business Associate believes make the return or destruction of PHI infeasible. If Covered Entity agrees that return or destruction is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible for so long as Business Associate maintains such PHI.

15. Penalties and Training. Business Associate understands that: (a) there may be civil or criminal penalties for misuse or misappropriation of PHI and (b) violations of this Agreement may result in notification by Covered Entity to law enforcement officials and regulatory, accreditation, and licensure organizations. If requested by Covered Entity, Business Associate shall participate in training regarding the use, confidentiality, and security of PHI.

16. Security Rule Obligations. The following provisions of this section apply to the extent that Business Associate creates, receives, maintains or transmits Electronic PHI on behalf of Covered Entity.

16.1 Business Associate shall implement and use administrative, physical, and technical safeguards in compliance with 45 CFR sections 164.308, 164.310, and 164.312 with respect to the Electronic PHI that it creates, receives, maintains or transmits on behalf of Covered Entity. Business Associate shall identify in writing upon request from Covered Entity all of the safeguards that it uses to protect such Electronic PHI.

16.2 Business Associate shall ensure that any agent (including a subcontractor) to whom it provides Electronic PHI agrees in a written agreement to implement and use administrative, physical, and technical safeguards that reasonably and appropriately protect the Confidentiality, Integrity and Availability of the Electronic PHI. Business Associate must enter into this written agreement before any use or disclosure of Electronic PHI by such agent. The written agreement must identify Covered Entity as a direct and intended third party beneficiary with the right to enforce any breach of the agreement concerning the use or disclosure of Electronic PHI. Business Associate shall provide a copy of the written agreement to Covered Entity upon request. Business Associate may not make any disclosure of Electronic PHI to any agent without the prior written consent of Covered Entity.

16.3 Business Associate shall report in writing to Covered Entity any Security Incident pertaining to such Electronic PHI (whether involving Business Associate or an agent, including a subcontractor). Business Associate

shall provide this written report as soon as it becomes aware of any such Security Incident, and in no case later than three (3) business days after it becomes aware of the incident. Business Associate shall provide Covered Entity with the information necessary for Covered Entity to investigate any such Security Incident.

16.4 Business Associate shall comply with any reasonable policies and procedures Covered Entity implements to obtain compliance under the Security Rule.

17. Miscellaneous.

17.1 In the event of any conflict or inconsistency between the terms of this Agreement and the terms of the grant, the terms of this Agreement shall govern with respect to its subject matter. Otherwise, the terms of the grant or letter of agreement continue in effect.

17.2 Business Associate shall cooperate with Covered Entity to amend this Agreement from time to time as is necessary for Covered Entity to comply with the Privacy Rule, the Security Rule, or any other standards promulgated under HIPAA.

17.3 Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule, Security Rule, or any other standards promulgated under HIPAA.

17.4 In addition to applicable Vermont law, the parties shall rely on applicable federal law (e.g., HIPAA, the Privacy Rule and Security Rule) in construing the meaning and effect of this Agreement.

17.5 As between Business Associate and Covered Entity, Covered Entity owns all PHI provided by Covered Entity to Business Associate or created or received by Business Associate on behalf of Covered Entity.

17.6 Business Associate shall abide by the terms and conditions of this Agreement with respect to all PHI it receives from Covered Entity or creates or receives on behalf of Covered Entity even if some of that information relates to specific services for which Business Associate may not be a "Business Associate" of Covered Entity under the Privacy Rule.

17.7 The provisions of this Agreement that by their terms encompass continuing rights or responsibilities shall survive the expiration or termination of this Agreement. For example: (a) the provisions of this Agreement shall continue to apply if Covered Entity determines that it would be infeasible for Business Associate to return or destroy PHI as provided in Section 14.2 and (b) the obligation of Business Associate to provide an accounting of disclosures as set forth in Section 11 survives the expiration or termination of this Agreement with respect to accounting requests, if any, made after such expiration or termination.

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.



State of Vermont
Department of Corrections
103 South Main Street
Waterbury, VT 05671-1001
www.doc.state.vt.us

[phone] 802-241-2442
[fax] 802-951-5017
[fax] 802-951-5086

Agency of Human Services

October 5, 2012

RECEIVED
OCT 09 2012

City of Burlington
Miro Weinberger, Mayor
City Hall, Room 34
Burlington, VT 05401

BY:.....

RE: Grant #03520-1249 AM1

Enclosed is the original Grant#03520-1249, AM1 between the City of Burlington and the Department of Corrections.

Please sign page -1- as marked and return the entire original Contract including all attachments to me. Once the documents are received, a copy of the agreement will be provided after final execution of all signatures.

If a change is needed prior to signing the Contract (i.e. change of address etc...) please do not write on the original. Simply state the changes needed in a letter or feel free to call me at 802-951-5029.

Sincerely,

Kristin Lawson
Financial Administrator III

Mailing Address:

AHS/Dept. of Corrections
103 South Main Street
Waterbury, VT 05671-1001

Enclosure

AMENDMENT

It is agreed by and between the State of Vermont, Department of Corrections (hereafter called "State") and the city of Burlington, Vermont (hereafter called "Subrecipient") that grant # 03520-1249 dated October 7, 2011 between said State and Subrecipient is hereby amended as follows:

To change Page 1, 4. Grant Term, from end on September 30, 2012 to end on September 30, 2013.

To change Page 3, 4. Depletion of entire grant award from prior to September 30, 2012, to prior to September 30, 2013.

To replace existing Attachment A with new Attachment A, revised September 12, 2012.

To replace existing Attachment C with new Attachment C, revised July 1, 2012.

Except as modified by this above amendment, and any and all previous amendments to this grant, all provisions of this grant # 03520-1249 dated October 7, 2011 shall remain unchanged and in full force and effect.

The effective date of this amendment is September 30, 2012.

STATE OF VERMONT

SUBRECIPIENT

by:

by:

Andrew Pallito, Commissioner
AHS, Department of Corrections
Date: _____

Name: Miro Weinberger, Mayor
Date: _____

Address: City of Burlington
City Hall, Room 34
Burlington, VT 05401

APPROVED AS TO FORM:


Assistant Attorney General Date

ATTACHMENT A
SCOPE OF WORK TO BE PERFORMED

Public safety is greatly enhanced when the formal authority of Correctional supervision is complimented with the informal, but highly effective, informal authority derived from pro-social personal relationships. Such relationships engage the offender on an intrinsic level, helping him/her to understand that the community is not only concerned about the damage they've done or could do, but also in their well-being. They provide a structured social environment that better enables offenders to make things right.

Circles of Support and Accountability (COSA) are restorative in nature, blending both accountability and support. Traditional reentry services are high on accountability and weak on support. In balancing these dimensions, COSAs provide an effective, evidence-based enhancement to standard practices. COSA programs have four primary goals:

1. To improve community and victim safety.
2. To improve the coordination of support, services and community connections for reentry participants (core members).
3. To establish and maintain clear expectations in regards to healthy and positive community behaviors.
4. To repair the relationships between the core members and the community by facilitating restorative activities.

Quantity of Services:

The Burlington Community Justice Center (CJC) will initiate full COSA services, as described below, for four (4) participants during the grant period.

Target Population:

Offenders eligible for conditional reentry during the grant period who have served at least one year and are considered to be at high risk to reoffend based on their Level of Service Inventory (LSI) score and/or additional risk assessments will constitute the broad pool from which COSA referrals are chosen. Priority consideration will be given to high-risk sex offenders, then other sex offenders, then high-risk felony offenders, and then all others.

COSA Methodology:

When a case is referred, CJC staff will meet with prospective candidates to explain the program's supports and expectations, confirm interest in participation and secure a signed release of information. Upon reviewing the case plan and other pertinent information, CJC staff will determine whether or not to accept the case. Participation by reentering offenders is voluntary.

If the case is accepted, a broad assessment of the candidate's strengths and needs will be completed. The assessment will identify housing and employment options, counseling requirements (including sex offender treatment, substance abuse and mental health needs), family resources, and other pertinent information. CJC staff will also meet with State staff to identify supervision requirements and concerns, victim's needs, community issues and other concerns that need to be considered.

At the same, CJC staff will begin recruiting the participant's, i.e., core members, COSA. The COSA will include at least three volunteers who commit to work with the core member for at least one year. Experience, however, has shown that many COSA relationships do not simply end. Many volunteers and core members want to continue meeting after the year has passed, attesting to the strong social bonds that have been formed.

Once established, the COSA volunteers will receive targeted training that reflects the specific needs and strengths of the core member, and if possible, meet with the offender at the correctional facility prior to his or her

release.

The basic COSA operating structure is comprised of weekly team meetings with the core member and periodic larger group meetings to ensure the core member's compliance with their Offender Responsibility Plan (ORP) and other expectations, to deal with changing conditions and new opportunities, and to keep stakeholders adequately informed.

The volunteers, core member and CJC staff will meet weekly for approximately one hour, to discuss everything from employment to budgeting, substance abuse to sexual deviancy. Although each circle is unique, the goal is the same: to develop consistent relationships based upon trust, honesty and respect.

In addition to the weekly meetings, the volunteers also provide informal outreach to their core member. This may take the form of a ride, assistance looking for work, or cooking a meal together.

Recipient Budget:

Each CJC COSA program will submit an operations budget to the Grant Administrator. A program budget must include detailed line items for CJC staff salary and benefits (if applicable), volunteer training, transportation, COSA discretionary funds and other expenditure categories, as needed.

In-Kind Match:

The grantee is required to provide a 25% in-kind match. Documentation of in-kind match must be submitted on a quarterly basis. A format for reporting in-kind match will be provided by the Grant Manager. In-kind match can include COSA volunteers' time, as well as COSA program staff time dedicated to grant activities beyond that which is directly paid for through grant funds. Sign-in sheets or some other written record of attendance must accompany every COSA meeting in order to constitute documentation of volunteer time.

Service timeframe/operating plan:

All COSAs developed during the grant period will be expected to meet for one (1) year from the time of their initial meeting with the core member.

Case Conferencing:

Every 6 to 8 weeks, CJC staff organizes a larger group meeting that includes State caseworkers, treatment providers, family members, landlords and anyone else who has significant involvement with the core member's reentry. The purpose of this meeting is to share information, identify goals and address concerns.

Reentry Task Force:

The Director or Coordinator of the participating CJC will be an active and participating member of the statewide Reentry Task Force, including attendance at quarterly Task Force meetings and related assignments.

Evaluation data on participants:

In applying for these grants, lead Grantees and their Sub-Grantees agree to cooperate in any and all related research efforts and program evaluations by collecting and providing enrollment and participation data during all years of the project. Applicants also agree to provide detailed individual-level data, in the format specified by the Office of Justice Programs (OJP) during this time period (and for the following five years for recidivism data). This may include *but will not be limited to* the following:

Participant characteristics:

- Age
- Gender

- Race/Ethnicity
- Criminal history
- Educational history
- Incarceration history
- Employment history
- Substance abuse history
- Mental health history
- Family history
- Social and personal history
- Post-release recidivism
- Post-release employment
- Post-release housing

Intervention information:

- Service history
- In-program services provided
- Program costs
- Duration of services
- Point of service (pre/post release)

Applicants further agree to implement random or any other mode of participant assignment, required by the evaluation design; cooperate with all aspects of the evaluation project; and, provide comparable individual-level data for comparison group members.

State-designed evaluation process participation:

CJC programs will also participate in quarterly grant progress meetings, as well as, additional evaluation activities sponsored specifically by the State, which may include human subject interviews with COSA volunteers, core members and CJC staff.

Program Data Reporting:

CJC programs will be provided with a format for reporting the required performance measures. Program data must be submitted to the Grant Manager on a monthly basis no later than 10 business days after the end of the reporting period.

Program Referrals:

As an offender approaches conditional reentry eligibility, case planning begins to focus on transitional needs. If an offender will be returning to a community with a CJC that has a COSA program, has been incarcerated for at least one year, and has been assessed to be at high risk to reoffend, State facility or field staff will refer the offender to a CJC for COSA consideration. Referrals should be made 6 – 8 weeks prior to an offender's anticipated release. CJC staff will meet with the candidate at the facility and explain the COSA program. If the offender is deemed to be appropriate and willing, CJC staff will make a determination and apprise the referring State staff. In the event that a referral is declined, an adequate explanation must be provided by CJC staff. The CJC will notify the Grant Administrator of all program admissions and denials, as well as, any issues that may arise in the referral process.

Reentry best-practices manual:

While the CJC COSA programs will apply consistent a methodology, an intentional strength of this approach is to facilitate the development of local solutions, strategies and resources to improve the reentry process and outcomes for all stakeholders. To this end, the CJC will be expected to fully document their program operations for submission to the Grant Administrator. The State, in collaboration with the Reentry Task Force, will then compile these into a statewide best-practices reentry manual as a planning resource for other communities, the VT legislature and other jurisdictions.

Contingencies:

In the event that the CJC does not serve the required number of offenders, the CJC will need to provide written justification to the Grant Administrator as to the reason(s). After review, the Grant Administrator and CJC staff will develop a plan for the remaining grant funds. The plan may include the possibility of a no-cost extension and/or reimbursement to the State.

Program description:

The CJC will develop a written program description for distribution, subject to approval by the Grant Administrator. The program description will be used as a recruitment tool for potential volunteers, an informational brochure for prospective core members, and for general community members, State field and facility personnel, Reentry Task Force members. It will also reflect that the COSA program has been made possible by the United States Department of Justice, Bureau of Justice Assistance and the State.

Adherence to Protocols

The CJC will design and operate its COSA program consistent with the best-practice protocol for working with victims of domestic and/or sexual abuse developed by the Center for Crime Victim Services, the Community Justice Network of Vermont and the State.

The protocol is as follows:

CJC Victim Safety Protocol¹
Approved January 13, 2011

24 VSA § 1967 prohibits Community Justice Centers (CJCs) from receiving cases involving domestic violence, sexual violence, sexual assault or stalking, "except in department of corrections offender reentry programs pursuant to protocols protecting victims." This protocol is intended to guide the work of Community Justice Centers undertaking offender reentry programs with offenders who have committed acts of domestic violence, sexual violence or stalking.

Guiding Principles

Citizen involvement in offender reentry services is more effective and provides better safety measures for victims when:

- Victim safety is paramount and all information regarding the offender is assessed for its potential implications for victim safety. Any information concerning victim safety is made available to other people working with the offender.

- All staff and volunteers understand that providing any services to offenders may carry inherent safety risks for victims, even as it has the potential to strengthen safety for victims.
- Victim input is solicited and considered throughout reentry programming.
- Confidentiality of victim information is respected.
- Whenever possible, victims are provided with information about the reentry program and the offender's participation, and always have the power to control their own participation.
- Offenders receive services or programming designed to address criminogenic needs and reduce risk.
- CJs strive to incorporate an inclusive definition of victims that may extend beyond the direct victim of record and includes affected parties.

Staff and Volunteers Shall be Trained, Well-Supervised and Supported

- Staff must have a comprehensive understanding of victim safety issues in order to provide ongoing support to volunteers. Staff support for volunteers working with an offender of sexual or domestic violence will be continuous and comprehensive, and will reflect best practices in working with offenders.
- Volunteers will be provided with information and have sufficient expertise to identify and appropriately respond to any risks to victims. This information will be intended to guide practice, especially when issues such as subtle dynamics of power and control emerge. Staff and volunteers must be able to respond to any risks to victim's safety that becomes apparent, and to avoid inadvertent collusion with offenders.
- Network Programs and treatment/risk management program providers should be involved in developing and implementing training for new volunteers (including Batterers Intervention Program (BIP) providers and sex offender treatment providers, and mental health and substance abuse providers when appropriate and possible). Volunteers who have been previously trained should be offered advanced information and training as it relates to their clients' issues.

Offender Reentry Programs Shall Have Ongoing Communication with the State

- Each CJC will establish a process for ongoing communication with the State and other service providers.
- CJs shall exchange information with the State in a timely fashion regarding emerging issues and behaviors of offenders and any information relevant to victim safety.
- If CJC staff or volunteers have reason to believe that a victim may be in imminent danger, they will attempt to contact the victim. In addition, the CJC will contact law enforcement and the local State District Office's emergency line.

Victim Communication and Outreach

- When offenders are receiving intensive, ongoing reentry services (such as COSA services), every victim will be sent a written notification from the offender's Probation Officer saying that the offender is being released and will be participating in the offender reentry program. The notice will be sent as soon as the offender is accepted into the program and will provide contact information if the victim wants to be involved or wants to relay any information to the reentry program staff and volunteers.
- Unless a victim has clearly communicated to the State a request to receive NO information, then every attempt will be made to contact the victim. Notification to victims should occur via a letter to the victim drafted by the

CJC (draft letter to be provided by State upon approval). The letter will be sent from the State, signed by CJC staff and a representative from the State (either the Victim Service Specialist or the Probation Officer). The letter will provide information about the reentry program and an invitation to contact the CJC, the Probation Officer/Victim Service Specialist or the Victim Services Program and/or local victim services, including member programs of the Vermont Network Against Domestic and Sexual Violence (www.vtnetwork.org).

- When victims communicate with the CJC, staff must respect victim confidentiality as requested. However, if a victim who wants to remain anonymous shares information with the CJC that an offender may be violating conditions of his or her release or poses a safety risk, that information will be shared with the State in a way that doesn't identify the victim as the source of that information.
- When victims initially contact the CJC, staff will ask the victim whether there are any children impacted by the offender's release. If there are children involved, the work of offender reentry program staff and volunteers will be informed by this information and staff will provide information to the victim about children's services in the community.
- CJCs are not in the position to provide direct services for victims or to change conditions of an offender's supervision or court orders. Victims should be referred to advocacy services, the courts, and the State – either to the supervising officer or the Victim Services Program.

Confidentiality

- Confidentiality of victim and offender must be honored. While it is important for reentry program volunteers to have adequate information to hold the offender accountable and recognize any safety concerns, it is also critical that victims be fully informed, and their confidentiality concerns honored.
- All staff and volunteers should sign a State provided confidentiality agreement and every volunteer and staff member should receive training on the specific parameters of confidentiality as they apply to offender and victim information. Reviewing confidentiality and/or displaying the confidentiality policy at each meeting are strongly encouraged.

¹ This document is intended to guide the work of CJCs in offender reentry programs. The State's role in this process is guided by separate State policies

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 ***\$1,000,000.00*** per occurrence, and ***\$1,000,000.00*** aggregate.

8. **Reliance by the State on Representations:** All payments by the State under this Agreement will be made in reliance upon the accuracy of all prior representations by the Party, including but not limited to bills, invoices, progress reports and other proofs of work.
9. **Requirement to Have a Single Audit:** In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, and if this Subrecipient expends \$500,000 or more in federal assistance during its fiscal year, the Subrecipient is required to have a single audit conducted in accordance with the Single Audit Act, except when it elects to have a program specific audit.

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

Party.

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

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

10. **Records Available for Audit:** The Party will maintain all books, documents, payroll papers, accounting records and other evidence pertaining to costs incurred under this agreement and make them available at reasonable times during the period of the Agreement and for three years thereafter for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved. The State, by any authorized representative, shall have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this Agreement.
11. **Fair Employment Practices and Americans with Disabilities Act:** Party agrees to comply with the requirement of Title 21 V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement. Party further agrees to include this provision in all subcontracts.
12. **Set Off:** The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.
13. **Taxes Due to the State:**
 - a. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
 - b. Party certifies under the pains and penalties of perjury that, as of the date the Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.
 - c. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
 - 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.

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.