



Board of Finance

**Monday, September 8, 2025, 5:00 PM, Bushor Conference Room, 149 Church Street,
1st Floor**

Join from PC, Mac, iPad, or Android:

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1. Agenda

Subject	1.1. Motion to adopt agenda
Meeting	September 8, 2025 - Board of Finance Meeting - Monday, September 8, 2025, 5:00 PM, Bushor Conference Room, 149 Church Street, 1st Floor
Category	1. Agenda
Department	Council and Board
Type	Action Procedural
Recommended Action	Motion to adopt agenda

2. Public Forum

Subject	2.1. Verbal Comments
Meeting	September 8, 2025 - Board of Finance Meeting - Monday, September 8, 2025, 5:00 PM, Bushor Conference Room, 149 Church Street, 1st Floor
Category	2. Public Forum
Department	Council and Board

Type	Action Procedural
Recommended Action	open Public Forum close Public Forum

3. Consent Agenda

Subject	3.1. Motion to adopt the consent agenda and take the actions indicated
Meeting	September 8, 2025 - Board of Finance Meeting - Monday, September 8, 2025, 5:00 PM, Bushor Conference Room, 149 Church Street, 1st Floor
Category	3. Consent Agenda
Department	Council and Board
Type	Action (Consent) Procedural
Recommended Action	Motion to adopt the consent agenda and take the actions indicated
Subject	3.2. August 25, 2025 Board of Finance Meeting Minutes - CT
Meeting	September 8, 2025 - Board of Finance Meeting - Monday, September 8, 2025, 5:00 PM, Bushor Conference Room, 149 Church Street, 1st Floor
Category	3. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent) Information Minutes
Recommended Action	approve the minutes
Subject	3.3. Communication: Christine Hughes, Director, Richard Kemp Center, re: status of the \$1 million appropriation
Meeting	September 8, 2025 - Board of Finance Meeting - Monday, September 8, 2025, 5:00 PM, Bushor Conference Room, 149 Church Street, 1st Floor
Category	3. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent) Communication
Recommended Action	waive the reading and place the communication on file
Subject	3.4. Request for Approval to Execute a Contract with Alda Laval for Comprehensive Rebuild of Belt Filer Press #1 - DPW/Water Resources
Meeting	September 8, 2025 - Board of Finance Meeting - Monday, September 8, 2025, 5:00 PM, Bushor Conference Room, 149 Church Street, 1st Floor

Category	3. Consent Agenda
Department	Public Works Department - Water Resources
Type	Action (Consent)
Recommended Action	to approve and recommend that the City Council authorize the Director of Public Works' to execute a \$329,112 contract with Alfa Laval with authorization for contingency funding of an additional \$45,888 for the construction of these belt filter press improvements, subject to the review and approval of the City Attorney's Office
Subject	3.5. Department of Corrections Grant: "Safer Communities" (Grant # 03520-1609) - CEDO/CJC
Meeting	September 8, 2025 - Board of Finance Meeting - Monday, September 8, 2025, 5:00 PM, Bushor Conference Room, 149 Church Street, 1st Floor
Category	3. Consent Agenda
Department	Community & Economic Development Office (CEDO)
Type	Action (Consent)
Recommended Action	move to approve and recommend that the City Council approve and: 1) authorize the CEDO Director to accept and execute a second amendment to State Grant #03520-1609 in the amount of \$864,063.34 for FY26 and FY27, subject to review and approval of the City Attorney and to take such further actions and execute such further instruments approved as to form by the City Attorney as may be necessary or convenient to effectuate the transactions contemplated hereby, and 2) authorize the CAO or their designee to effectuate any budget amendments necessary to reflect the necessary changes to the FY26 budget lines associated with the grant
Subject	3.6. Court Diversion Grant #02100-FY26/27-CN - CEDO/CJC
Meeting	September 8, 2025 - Board of Finance Meeting - Monday, September 8, 2025, 5:00 PM, Bushor Conference Room, 149 Church Street, 1st Floor
Category	3. Consent Agenda
Department	Community & Economic Development Office (CEDO)
Type	Action (Consent)
Recommended Action	to approve and recommend that the City Council approve the acceptance of the State of Vermont Grant Award #02100-FY26/27-CN, in the amount of \$953,658, which will continue the offering of court diversion and pretrial services being provided by the BCJC to June 30, 2026, subject to final review and approval of the City Attorney, and to authorize the CEDO Director to sign the grant agreement, and to take such further actions or to execute such further instruments as may be necessary or convenient to effectuate the transactions contemplated hereby
Subject	3.7. Balanced and Restorative Justice grant (# 03440-29000-26) approval - CEDO/CJC
Meeting	September 8, 2025 - Board of Finance Meeting - Monday, September 8, 2025, 5:00 PM, Bushor Conference Room, 149 Church Street, 1st Floor
Category	3. Consent Agenda

Department Community & Economic Development Office (CEDO)

Type Action (Consent)

Recommended Action move to approve and recommend that City Council approve and authorize the CEDO Director to accept the DCF State Grant #03440-29000-26 in the amount of \$230,450.02 for the period of July1, 2025-June 30, 2026, upon final review and approval of the City Attorney’s Office

4. Deliberative Agenda

Subject 4.1. Street Light Tariff Update - BED

Meeting September 8, 2025 - Board of Finance Meeting - Monday, September 8, 2025, 5:00 PM, Bushor Conference Room, 149 Church Street, 1st Floor

Category 4. Deliberative Agenda

Department Burlington Electric Department

Type Action

Recommended Action to approve and recommend that the City Council authorize the General Manager of the Burlington Electric Department or their designee to file the updated Street Lighting tariff with the Vermont Public Utility Commission and to take such actions as may be needed to secure its approval

Subject 4.2. Seeking authorization to accept Grant #03420-01613 Overdose Prevention Center (OPC) Pilot Grant Funding from the Vermont Department of Health and implement a fixed-site OPC in Burlington and administer subaward/s to the qualified and approved OPC Provider - Mayor's Office

Meeting September 8, 2025 - Board of Finance Meeting - Monday, September 8, 2025, 5:00 PM, Bushor Conference Room, 149 Church Street, 1st Floor

Category 4. Deliberative Agenda

Department Mayor's Office

Type Action

Recommended Action **Updated Motion Language:**
 A . to authorize (i) the Mayor to execute the grant agreement with the Vermont Department of Health for the Overdose Prevention Center, subject to review and approval of the City Attorney; (ii) the Chief Administrative Officer to make all such amendments to the approved budget as may be necessary or convenient to accept and expend the grant funds; and (iii) subject to part (B) of this motion, the Mayor or Chief Administrative Officer, and each of them, to take all such further actions and to execute all such further instruments approved as to form by the City Attorney’s Office, ~~including a sub-recipient agreement,~~ as may be necessary or convenient to implement the transactions contemplated hereby;

B. The foregoing approvals are conditioned on the City Council’s understanding that, (i) the City Council retains all land use and zoning authority over the Overdose Prevention Center, as provided in state statute, the City Charter, and the Comprehensive Development Ordinance; and (ii) any sub-recipient agreement shall be subject to City Council approval.

Original Motion Language:

to approve and recommend to the City Council to authorize, (i) the Mayor to execute the grant agreement with the Vermont Department of Health for the Overdose Prevention Center, subject to review and approval of the City Attorney; (ii) the Chief Administrative Officer to make all such amendments to the approved budget as may be necessary or convenient to accept and expend the grant funds; and (iii) the Mayor or Chief Administrative Officer, and each of them, to take all such further actions and to execute all such further instruments approved as to form by the City Attorney’s Office, including a sub-recipient agreement, as may be necessary or convenient to implement the transactions contemplated hereby

5. Executive Session

Subject	5.1. Discussion of Tentative Collective Bargaining Agreement between the City of Burlington and BFFA Local 3044 (July 1, 2025 – June 30, 2028)
Meeting	September 8, 2025 - Board of Finance Meeting - Monday, September 8, 2025, 5:00 PM, Bushor Conference Room, 149 Church Street, 1st Floor
Category	5. Executive Session
Department	Mayor's Office
Type	Action Procedural
Recommended Action	move to make a specific finding that premature general public knowledge regarding the proposed terms of a collective bargaining agreement with the Burlington Firefighters’ Association would clearly place the City at a substantial disadvantage; and based upon that finding, move to enter executive session pursuant to 1 VSA 313(a)(1)(B) to discuss a labor relations agreement and to include in such session members of the BFFA, and members of the City’s negotiation team from the Department of Finance and Administration, the Fire Department, the Mayor’s Office, and the City Attorney’s Office with outside counsel

6. Adjournment

Subject	6.1. Motion to adjourn
Meeting	September 8, 2025 - Board of Finance Meeting - Monday, September 8, 2025, 5:00 PM, Bushor Conference Room, 149 Church Street, 1st Floor
Category	6. Adjournment
Department	Council and Board
Type	Action Procedural
Recommended Action	Motion to adjourn



**BURLINGTON BOARD OF FINANCE
BUSHOR CONFERENCE ROOM, 149 CHURCH STREET, 1ST FLOOR
MINUTES OF MEETING
August 25, 2025**

1. Agenda

1. Agenda

Mayor Mulvaney-Stanak convened the meeting at 4:33 pm.

Members present: Mayor Mulvaney-Stanak, City Council President Traverse and Councilor Barlow (all in person); Councilors Carpenter and Neubieser (both online)

Subject

1.1. Motion to adopt agenda

Meeting

August 25, 2025 - Board of Finance Meeting - Monday, August 25, 2025, 4:30 PM, Bushor Conference Room, 149 Church Street, 1st Floor

Category

1. Agenda

Department

Council and Board

Type

Action
Procedural

Recommended Action Motion to adopt agenda

1.1. Motion to adopt agenda

Motion made by City Council President Traverse, seconded by Councilor Neubieser, to adopt the agenda as presented. Motion passed unanimously.

2. Public Forum

2. Public Forum

Subject

2.1. Verbal Comments

Meeting

August 25, 2025 - Board of Finance Meeting - Monday, August 25, 2025, 4:30 PM, Bushor Conference Room, 149 Church Street, 1st Floor

Category

2. Public Forum

Department

Council and Board

Type

Action
Procedural

Type Action (Consent)

Recommended Action to approve and recommend that the City Council authorize the Director of Aviation to accept and execute up to six (6) grants from the Office of Local Defense Community Cooperation totaling up to \$9,000,000.00 for construction improvement in conjunction with the Airport Residential Sound Insulation Program, subject to review and approval of the City Attorney's Office

3.3. Request to accept and execute up to six (6) Office of Local Defense Community Cooperation (OLDCC) Grants for the Home Construction Improvements designed in the Residential Sound Insulation Project (RSIP) program - Airport

Subject 3.4. Request to execute a lease agreement with the General Services Administration (GSA) for Transportation Security Administration (TSA) office space - Airport

Meeting August 25, 2025 - Board of Finance Meeting - Monday, August 25, 2025, 4:30 PM, Bushor Conference Room, 149 Church Street, 1st Floor

Category 3. Consent Agenda

Department Airport

Type Action (Consent)

Recommended Action to approve and recommend that the City Council authorize the Mayor of the City of Burlington to execute the lease with General Service Administration at the Patrick Leahy Burlington International Airport, subject to final review and approval by the City Attorney's Office, and to take such further actions and execute such further instruments approved as to form by the City Attorney's Office as may be necessary or convenient to effectuate the transactions contemplated hereby

3.4. Request to execute a lease agreement with the General Services Administration (GSA) for Transportation Security Administration (TSA) office space - Airport

Subject 3.5. Authorization For Up To \$518,600 Step II Loan From Vermont Clean Water Revolving Fund, For An Engineering Contract With Wright Pierce For Up To \$70,000 And For An Amended Engineering Contract With Stantec For An Additional Amount Up To \$50,000 For The Upsized Sewer On Cherry Street Project - DPW/Water Resources

Meeting August 25, 2025 - Board of Finance Meeting - Monday, August 25, 2025, 4:30 PM, Bushor Conference Room, 149 Church Street, 1st Floor

Category 3. Consent Agenda

Department Public Works Department - Water Resources

Type Resolution
Action (Consent)

Recommended Action to approve and recommend that the City Council adopt the attached resolution authorizing a Step II amended loan from the Vermont Clean Water State Revolving fund in a principal amount not to exceed \$518,600, an amended contract with Stantec for an additional amount up to \$50,000, and an up to \$70,000 contract

with Wright Pierce for the Upsized Sewer on Cherry Street project as more specifically set forth in the attached resolution

3.5. Authorization For Up To \$518,600 Step II Loan From Vermont Clean Water Revolving Fund, For An Engineering Contract With Wright Pierce For Up To \$70,000 And For An Amended Engineering Contract With Stantec For An Additional Amount Up To \$50,000 For The Upsized Sewer On Cherry Street Project - DPW/Water Resources

Subject **3.6. City Hall BCA Campus Third Floor HVAC Project - BPRW**

Meeting August 25, 2025 - Board of Finance Meeting - Monday, August 25, 2025, 4:30 PM, Bushor Conference Room, 149 Church Street, 1st Floor

Category 3. Consent Agenda

Department Parks, Recreation, & Waterfront

Type Action (Consent)

Recommended Action to approve and recommend that the City Council approve and authorize the execution of a contract with Energy Efficient Investments, Inc., for a price not to exceed \$462,275 for the City Hall BCA Campus Third Floor HVAC Project, plus a project contingency of \$46,000 (total authorized project expenditure including contingency not to exceed \$508,275), and to authorize Deryk Roach, Interim Co Director of Parks, Recreation and Waterfront, to execute the contract and any related documents needed to carry out the project, subject to the review of the City Attorney's Office

3.6. City Hall BCA Campus Third Floor HVAC Project - BPRW

4. Deliberative Agenda

4. Deliberative Agenda

Subject **4.1. Reclassification of one (1) existing position within Parks, Recreation & Waterfront - BPRW**

Meeting August 25, 2025 - Board of Finance Meeting - Monday, August 25, 2025, 4:30 PM, Bushor Conference Room, 149 Church Street, 1st Floor

Category 4. Deliberative Agenda

Department Parks, Recreation, & Waterfront

Type Action

Recommended Action to approve and authorize the reclassification of the Marina Manager & Deputy Harbormaster position, a Regular, Full-time, Exempt, Non-Union, Grade 18, position to a Regular, Full-time, Exempt, Non-Union, Grade 20, position in the Department of Parks, Recreation, and Waterfront

4.1. Reclassification of one (1) existing position within Parks, Recreation & Waterfront - BPRW

Motion made by Councilor Barlow, seconded by City Council President Traverse, to approve the motion as presented. Motion passed unanimously.

Subject **4.2. Reclassification of the position: Deputy Director of Aviation - Business and Strategic Development (Previously the Deputy Director of Aviation Administration) - Airport**

Meeting August 25, 2025 - Board of Finance Meeting - Monday, August 25, 2025, 4:30 PM, Bushor Conference Room, 149 Church Street, 1st Floor

Category 4. Deliberative Agenda

Department Airport

Type Action

Recommended Action to approve and recommend that the City Council approve the reclassification of the position of "Deputy Director of Aviation – Business and Strategic Development" to a grade 27

4.2. Reclassification of the position: Deputy Director of Aviation - Business and Strategic Development (Previously the Deputy Director of Aviation Administration) - Airport

Motion made by Councilor Barlow, seconded by City Council President Traverse, to approve the motion as presented. Motion passed unanimously.

Subject **4.3. Waterfront Tax Increment Financing (TIF) District Audit - Authorization for State Education Fund Payment - CT**

Meeting August 25, 2025 - Board of Finance Meeting - Monday, August 25, 2025, 4:30 PM, Bushor Conference Room, 149 Church Street, 1st Floor

Category 4. Deliberative Agenda

Department Clerk/Treasurer's Office

Type Action

Recommended Action to approve and recommend that the City Council authorize the Chief Administrative Officer to take all necessary or convenient steps to ensure the repayment of the State Education Fund in the total amount of \$197,510 from the City's Unassigned Fund Balance, to resolve the underpayment issues noted in the State's WTF TIF District Audit

4.3. Waterfront Tax Increment Financing (TIF) District Audit - Authorization for State Education Fund Payment - CT

Motion made by Councilor Barlow, seconded by City Council President Traverse, to approve the motion as presented. Motion passed unanimously.

Subject **4.4. Approving The Pledging Of The Credit Of The City In Anticipation Of The Receipt Of Revenue From The Traffic Division Of The Public Works Department - CT**

Meeting August 25, 2025 - Board of Finance Meeting - Monday, August 25, 2025, 4:30 PM, Bushor Conference Room, 149 Church Street, 1st Floor

Category 4. Deliberative Agenda

Department Clerk/Treasurer's Office

Type Action
Resolution

Recommended Action to approve and recommend that the City Council waive the reading and to adopt the proposed resolution approving the renewal of an existing revenue anticipation note for the Parking Facilities Fund, in an amount not to exceed \$2.5 Million and with an interest rate not to exceed 7.5%

4.4. Approving The Pledging Of The Credit Of The City In Anticipation Of The Receipt Of Revenue From The Traffic Division Of The Public Works Department - CT

Motion made by City Council President Traverse, seconded by Councilor Barlow, to approve the motion as presented. Motion passed unanimously.

Subject 4.5. Ratification Of Tentative Agreement And Authorization To Execute Collective Bargaining Agreement Between The City of Burlington And FOP BPOA #021 (July 1, 2025 - June 30, 2028) - HR

Meeting August 25, 2025 - Board of Finance Meeting - Monday, August 25, 2025, 4:30 PM, Bushor Conference Room, 149 Church Street, 1st Floor

Category 4. Deliberative Agenda

Department Human Resources

Type Action
Resolution

Recommended Action waive the reading and adopt the resolution

4.5. Ratification Of Tentative Agreement And Authorization To Execute Collective Bargaining Agreement Between The City of Burlington And FOP BPOA #021 (July 1, 2025 - June 30, 2028) - HR

Motion made by Councilor Barlow, seconded by City Council President Traverse, to approve the motion as presented. Motion passed unanimously.

5. Adjournment

5. Adjournment

Subject 5.1. Motion to adjourn

Meeting August 25, 2025 - Board of Finance Meeting - Monday, August 25, 2025, 4:30 PM, Bushor Conference Room, 149 Church Street, 1st Floor

Category 5. Adjournment

Department Council and Board

Type Action
Procedural

Recommended Action Motion to adjourn

5.1. Motion to adjourn

Mayor Mulvaney-Stanak adjourned the meeting at 5:11 pm.

Christine Hughes
Richard Kemp Center
Burlington, VT
Email: christine@richardkempcenter.org
Phone: 802-556-2277

August 21, 2025

Burlington Board of Finance
c/o Mayor's Office
149 Church Street
Burlington, VT 05401

Dear Members of the Board of Finance,

I am writing to formally inquire about the status of the \$1 million appropriation approved by the Burlington City Council in June 2020 as part of the Racial Justice Resolution—a commitment explicitly made to support Operation Phoenix (R.I.S.E.) and to seed the creation of a community-led cultural empowerment center.

That center—now known as the Richard Kemp Center—has made significant strides without ever receiving the foundational city investment that was promised. Despite the Council's resolution and public statements made in support of racial equity and community healing, to date, no direct funding from that original \$1 million allocation has been provided to the Kemp Center.

The City's failure to deliver on this central commitment is deeply concerning. While the funds were broadly distributed across other racial equity initiatives, the promise of seed money for a permanent, community-rooted empowerment space was not symbolic. It was structural. It was specific. And it was urgent.

We are now five years removed from that commitment, and the very communities this investment was intended to support continue to shoulder the burden of racial harm—largely without the material resources the city pledged.

I ask the Board of Finance to:

1. Clarify how the \$1 million racial justice fund was spent, including a public accounting of amounts allocated to community organizations versus internal City programs.
2. Identify the mechanism and timeline by which the City will fulfill its unkept commitment to provide seed funding to the Richard Kemp Center.
3. Affirm in writing whether the City still intends to uphold the full spirit and letter of its 2020 racial justice resolution.

This is not simply a matter of fiscal follow-through—it is a matter of public trust and racial equity. The Kemp Center stands ready to do the work. What we need now is for the City to honor its word. I appreciate your timely attention to this matter and look forward to your formal response.

Sincerely,

Christine Hughes
Director



MEMORANDUM

TO: Board of Finance

FROM: Matthew Dow, Director of Wastewater Facilities

CC: Megan Moir, Division Director Water Resources
Chapin Spencer, DPW Director

DATE: September 8th, 2025

RE: Request for Approval to Execute a Contract with Alfa Laval for
Comprehensive Rebuild of Belt Filter Press #1

REQUEST

The Department of Public Works (DPW) and its Water Resources Division (WRD) seeks authorization to execute a Contract with Alfa Laval for a total amount not to exceed \$375,000, including \$45,888 of contingency, for the purposes of a comprehensive rebuild of belt filter press #1 to extend the life of the equipment and provide the City additional time to determine the best path forward for dewatering of wastewater sludge.

BACKGROUND

The City of Burlington ("City") processes approximately 15,000,000 gallons of liquid sludge a year. This sludge must be removed from the wastewater facility and sent to external facilities for either reuse or disposal. In order to prepare the sludge for transport, the sludge is first mixed with chemicals to help bind the solids together. From there, excess liquid is removed and is returned back to the wastewater process for treatment, turning the sludge into biosolids. The biosolids are then trucked to New York for final processing for reuse. The City has two belt filter presses ("BFPs") to remove a portion of the liquid. This equipment is original to the 1993 Main plant upgrade and has reached the end of life. This equipment must be rebuilt or replaced.

During the preliminary engineering evaluation that formed the basis of the LAKE bond request, Water Resources ("WRD") investigated replacement of the dewatering system. A full replacement was estimated at \$9,000,000. This price was based on replacing the BFPs with improved dewatering equipment (screw press or centrifuges) that would result in a product with about 21-25% of solids vs. the average 18-19% solids currently achieved with the BFPs. Originally, this was included in the request for the March 2025 LAKE bond. However, in the lead up to March 2025, staff became more concerned about the possibility of legislation in Vermont and neighboring states that might limit the ability to locally manage biosolids, meaning that our wastewater plants might need to invest in even more capital and operationally intensive technology (e.g. driers, which can achieve

much higher % solids) in order to avoid the enormous shipping costs that would result if local options were no longer available. Additionally, conversations about regional biosolids management re-emerged between the State and Vermont wastewater facilities. In short, the landscape for biosolids management in Vermont was murky enough to warrant pausing on committing the City to a dewatering upgrade at this time.

Given that the BFPs are still at the end of their useful life (and have experienced numerous failures), the City still needs to pursue capital investment to keep these running in the meantime. The second option was to rebuild the equipment that the City already owns. Rebuilding the BFPs provides the City the best option to monitor the climate of biosolids reuse/disposal locally and regionally. For less than \$700,000, Alfa Laval can provide all the parts and labor needed to rebuild both BFPs. This will provide 5-10 more years of useful life, allowing more time to see where legislation goes so that WR staff can select the best replacement options in the future. Furthermore, it allows for the City to continue operating with minimal disturbance. The rebuild will take approximately two weeks. If the City decides not to rebuild the BFPs, the City could be at risk for not being able to process the sludge from all three of the City’s wastewater treatment facilities. This could incur high costs in needing to restructure disposal contracts as well as the need to bring in temporary solutions that would be very costly and disruptive.

Contractor Procurement

In December of 2024 Alfa Laval assessed the equipment and provided an estimate for what would be needed to rebuild the BFPs. Due to the nature of the equipment, this would be sole sourced to Alfa Laval as the expert in design, repair and maintenance of the equipment they manufacture. Based on conversations with City Attorney Ramakrishnan, WRD sought and received sole source approval from CAO Schad based on the purchasing policy 1.e “(i) there is only one reasonably available source of a particular product and (ii) a single vendor’s prior work for the City in connection with a product or service makes the vendor uniquely qualified and a cost savings is reasonably anticipated due to the vendor’s familiarity with the matter...”

Contractor	Estimate	Contingency
Alfa Laval-Press #1 rebuild	\$329,112	\$45,888

It is the staff recommendation to execute a contract with Alfa Laval to rebuild BFP #1. The estimate is \$329,112 based off of what was observed at the time of assessment, with a contingency of 45,888 for a total contract authorization of \$375,000.

FUNDING

The funding for the work will be paid from the Wastewater Fund GL 480-19-425-000.9500.

The FY26 Capital Budget contains funds for this work. It is currently anticipated that WR will pursue rebuild of BFP #2 in FY27 pending FY27 budget approval.

MOTION

Board of Finance:

1. "To approve and recommend that the City Council authorize the Director of Public Works' to execute a \$329,112 contract with Alfa Laval with authorization for contingency funding of an additional \$45,888 for the construction of these belt filter press improvements, subject to the review and approval of the City Attorney's Office."

Thank you for your consideration of this request.

Board of Finance and City Council Submission Checklist

Department: DPW-Water Resources Submitter: Matt Dow/Megan Moir
 Request for Approval to Execute a Contract with Alfa Laval for Comprehensive Rebuild
 Title/Subject: of Belt Filter Press #1

	Approval:	Meeting Date:
<input checked="" type="checkbox"/>	Board of Finance	9/8/2025
<input type="checkbox"/>	City Council	Click or tap to enter a date.
<input type="checkbox"/>	Concurrent	Click or tap to enter a date.

This form must be completed by the person submitting the materials, and sent with the final submission. Please do not indicate that a signoff was received until it has actually been obtained.

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	9/2/2025	Chapin Spencer
Mayor’s Office informed and approved memo	Yes	9/3/2025	Erin Jacobsen
Board/Commission, if required			
City Attorney’s Office has approved contract and/or legal documents, -Identify attorney in note	Yes	9/2/2025	Erik Ramakrishnan - Contract documents are subject to final review and approval, as per the motion
City Attorney’s Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	9/2/2025	Erik Ramakrishnan
CAO has reviewed budget, financing, and memo	Yes	9/3/2025	Katherine Schad
Human Resources, if personnel action -Identify HR Manager in note	N/A	Click or tap to enter a date.	
CIO, if an IT-related investment/purchase	N/A	Click or tap to enter a date.	Click or tap here to enter text.

Materials Included

	Included?	Note
Final Memo Attached?	Yes	Click or tap here to enter text.
Contract Attached, if applicable?	No	ER is working on the final form of the contract.
Additional Materials, if necessary	No	Click or tap here to enter text.
Draft Resolution or Motion?	Yes	
If for submission to Council, are sponsors identified?	N/A	Click or tap here to enter text.



COMMUNITY & ECONOMIC DEVELOPMENT OFFICE

149 CHURCH STREET • ROOM 32 • CITY HALL • BURLINGTON, VT 05401
(802) 865-7144 • (802) 865-7024 (FAX)
www.burlingtonvt.gov/cedo

MEMORANDUM

To: Board of Finance/City Council
From: Kara Alnasrawi, CEDO Director
Rachel Jolly, Assistant Director, Community Justice Center
CC: Mayor Emma Mulvaney-Stanak
Katherine Schad, Chief Administrative Officer
DATE: August 15, 2025
RE: Department of Corrections Grant: “Safer Communities” (Grant # 03520-1609)

This is a request from CEDO’s Community Justice Center (CJC) for Board of Finance and City Council approval of a Safer Communities Grant in the amount of \$864,063.34 to be expended between July 1, 2025 and June 30, 2027. The purpose of this grant is to develop and provide local restorative and reentry services as well as bring restorative justice work into the women’s prison. This funding supports 3.53 FTEs, spread over 13 staff members, to deliver restorative justice reparative panels, the Circles of Support and Accountability program, and various reentry services, as well as building a new restorative justice program in the women’s facility, CRCF. This is a continuation of our oldest contract, dating back to 1999, and now brings a regionalized approach for the county, per a new RFP from the VT Department of Corrections.

The projected operating budget is \$432,031.67 for the fiscal year, which allows for the creation of one new Reentry Coordinator position, funded 100% by this contract, and approved by City Council on March 10, 2025.

Please see the attached grant for more information. Please do not hesitate to contact me with any questions.

Board of Finance Motion: Move to approve and recommend that the City Council approve and: 1) authorize the CEDO Director to accept and execute a second amendment to State Grant #03520-1609 in the amount of \$864,063.34 for FY26 and FY27, subject to review and approval of the City Attorney and to take such further actions and execute such further instruments approved as to form by the City Attorney as may be necessary or convenient to effectuate the transactions contemplated hereby, and 2) authorize the CAO or their designee to effectuate any budget amendments necessary to reflect the necessary changes to the FY26 budget lines associated with the grant.

City Council Motion: Move to approve and 1) authorize the CEDO Director to accept and execute a second amendment to State Grant #03520-1609 in the amount of \$864,063.34 for FY26 and FY27 subject to review and approval of the City Attorney and to take such further actions and execute such further instruments approved as to form by the City Attorney as may be necessary or convenient to effectuate the transactions contemplated hereby, and 2) authorize the CAO or their designee to effectuate any budget amendments necessary to reflect the necessary changes to the FY26 budget lines associated with the grant.

PART 2 – GRANT AGREEMENT

1. **Parties:** This is a Grant Agreement between the State of Vermont, Agency of Human Services, Vermont Department of Corrections Office (hereinafter called “State”), and the City of Burlington (hereinafter called “Grantee”), with principal place of business at Burlington, VT. It is the Grantee’s responsibility to contact the Vermont Department of Taxes to determine if, by law, the Grantee is required to have a Vermont Department of Taxes Business Account Number.
2. **Subject Matter:** The purpose of this grant is to Community and Restorative Justice Services Detailed services to be provided are described in Attachment A.
3. **Award Details:** Amounts, dates and other award details are as shown in the attached Grant Agreement Part 1 – Grant Award Detail. A detailed scope of work covered by this award is described in Attachment A.
4. **Amendment:** No changes, modifications, or amendments in the terms and conditions of this Grant Agreement shall be effective unless reduced to writing, numbered, and signed by the duly authorized representative of the State and Grantee.
5. **Cancellation:** This Grant Agreement may be suspended or cancelled by either party by giving written notice at least thirty (30) days in advance.
6. **Attachments:** This Grant consists of 22 pages.

Attachments that are Incorporated Herein

- Grant Agreement – Part 1 – Grant Award Detail
- Grant Agreement – Part 2 – Grant Agreement
- Attachment A – Scope of Work to be Performed
- Attachment B – Payment Provisions
- Attachment C – Standard State Provisions for Contracts and Grants
- Attachment D – Modification of Insurance (n/a)
- Attachment E – Business Associate Agreement (n/a)
- Attachment F – AHS Customary Contract/Grant Provisions
- Click here to enter text.

Order of Precedence for Grant Documents

- Grant Agreement – Part 1 and Part 2
- Attachment D – Modification of Insurance (n/a)
- Attachment C – Standard State Provisions for Contracts and Grants)
- Attachment A – Scope of Work to be Performed
- Attachment E – Business Associate Agreement (n/a)
- Attachment F – AHS Customary Contract/Grant Provisions
- Attachment B – Payment Provisions
- Click here to enter text.

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

STATE OF VERMONT

GRANTEE

By: _____
Kristin Calver, Deputy Commissioner
Vermont Department of Corrections

By: _____
Brian Pine, CEDO Director
City of Burlington

APPROVED AS TO FORM:

By: _____
Lauri Fisher, Attorney General’s Office

ATTACHMENT A SCOPE OF WORK TO BE PERFORMED

In conjunction with the State, the Grantee will utilize restorative justice practices that strive to enhance community safety, repair harm to victims and communities, and increase volunteer participation in the justice process. All volunteers and grantee staff providing direct services within this scope of work must be approved, as necessary, in accordance with VTDOC clearance policies and directives. Service delivery should reflect commitments to Diversity, Equity Inclusion, trauma-informed and gender-responsive practices. The Grantee is expected to provide the following restorative services and capacities:

- **Post-adjudication Reparative Panels**
- **Circles of Support and Accountability (COSA)**
- **Reentry Navigation**
- **Correctional Facility based Restorative Practices**

Post-adjudication Reparative Panels

The grantee will provide reparative panels for cases referred by the Court as a sentencing condition with or without Probation, and/or referred by the local Probation & Parole Office as a condition of Corrections supervision.

Process Steps of a Reparative Panel Meeting:

- Establish Common Ground
- All Understand the Impact of the Harm
- Responsible Party Accepts Responsibility
- All Develop a Collective Plan to Address the Harm

Reparative activities shall address each of the following goal areas:

- To learn about the impact of crime on victims and the community.
- To repair the harm to the victim(s) when possible.
- To repair the harm to the community.
- To learn ways to avoid re-offense and understand community responsibility and obligations.

The goal is for the responsible party to complete the activities within a 90-day period after the initial panel meeting. If necessary, a 120-day period for completion is acceptable.

Circles of Support and Accountability (COSA)

Incarcerated individuals who are pending release to DOC community supervision during the grant period and assessed as moderate to high risk to reoffend will constitute the broad pool from which COSA referrals are chosen by DOC. COSAs should be reserved for core members presenting the highest levels of risk/need, including individuals convicted for sexual and/or violent offenses.

When a case is referred, grantee staff meet with prospective candidates and with DOC to identify supervision requirements, victim's needs, community issues and other concerns that need to be considered. Participation by the potential core members is voluntary.

If the case is accepted, grantee staff recruit volunteers to serve as the core member's COSA. The COSA includes at least three volunteers who commit to meeting regularly with the core member for at least one year. Volunteers are required to attend State approved COSA volunteer training prior to meeting with the core member.

Once established, the COSA volunteers may receive targeted training that reflects the specific needs and strengths of the core member, and if possible, meet with the potential core member at the correctional facility or video

conference prior to their release.

The basic COSA operating structure is comprised of weekly team meetings with the core members and periodic larger group meetings to ensure the core members' progress with reintegration, compliance with reentry conditions and other expectations, to deal with changing conditions and new opportunities, and to keep community partners adequately informed. It is expected that the grantee COSA Coordinator communicate with the local P&P office at a minimum of once per week to provide and receive relevant case information. Any violations of release conditions, and any concerns regarding the behavior and/or attitudes of the core member are to be brought to the immediate attention of Probation and Parole.

Reentry Navigation

This may include referrals to relevant service agencies and identifying resources that promote community reintegration. It is intended to serve individuals for a short-term period with the greatest intensity during the first three months following the release from incarceration. Reentry navigation should not duplicate or supplant the case management services of the State. Grantee staff should apply effective relational approaches, integrate citizen volunteers, as appropriate, to assist with issues such as transportation and a variety of life skills. Navigation services provided to formerly incarcerated individuals may last up to six months.

Facility Based Restorative Practices

The grantee will develop restorative practices inside the correctional facility located within its service region. Restorative practices will be developed and delivered collaboratively between the grantee, facility personnel, and incarcerated individuals. Activities may include but are not limited to:

- Training in restorative practices with incarcerated individuals and facility staff
- Establishing restorative circles/counsels within living units
- Educating incarcerated individuals on services available in the community to support reentry
- Facilitation of restorative processes to:
 - build relationships
 - address conflicts and/or grievances
 - deepen empathy for harmed/affected parties

Grantee Services Provided:

- The Grantee will provide Restorative Panels for cases referred under Reparative Probation, Reparative Without Probation (Reparative Direct), and by Probation and Parole. Grantee will offer Panels for a minimum of 150 cases annually.
- The Grantee will provide formerly incarcerated individual reentry resource navigation services as referred by the Probation and Parole Office for formerly incarcerated individuals reentering the community.
- The Grantee will provide new COSAs referred by the Probation and Parole Office for a minimum of 12 formerly incarcerated individuals annually, reentering the community.
- The Grantee will develop Restorative Practices within the local correctional facility in collaboration with the local Facility administration and incarcerated individuals.

Quality Assurance Reporting Requirements Schedule:

For all Reparative Panels, the Grantee will report the following measure monthly by the 15th of each month for the preceding month:

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

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

- PID Number
- Date services started by Grantee
- Type of service received (e.g., Reparative Panel, COSA, Reentry Navigation, Facility RJ)
- Date of case closure when applicable
- Reason for case closure

The grantee will additionally provide written program updates detailing the development and/or delivery of restorative practices with the corresponding correctional facility as part of monthly reporting.

Grantee may be required to use the State's Offender Management System (OMS) as a tool to manage referrals, collect data related to the performance measures, and monthly reporting requirements, as well as additional electronic reports as requested by the State.

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 categories of service and the specific services identified in this section of this Attachment. The operating plan and budget must be approved by the State Grant Administrator.

Within 30 days of the grant award the Grantee is required to submit a Staff Hiring and Volunteer Approval Policy. This policy must be approved by the State Grant Administrator.

All Grantees will provide a copy of the following documents within 45 days of the start of the fiscal year, and will provide updates when changed:

- The written agreement (protocol, procedure, etc.) between the Grantee and the Court, and other community partners as appropriate, for handling Reparative Without Probation cases.
- The current mission or purpose statement.
- The current strategic plan for prioritizing the Grantee's work, promoting its growth and advancing restorative principles.
- A list and brief description of its collaborative relationships with pertinent community partners such as the community, referring agencies, etc.
- By-Laws or governance rules.

Program-Specific Monitoring and Reporting

The following table identifies how performance measures and other data will be reported, monitored, and improved. This section meets State of Vermont Bulletin 5.0 requirements for grant monitoring.

Monitoring Activities	Format	Frequency/ Due Date	Recipient/ Attendees	Purpose / Information Required
<i>Performance measure reporting</i>	<i>Electronic Report</i>	<i>Monthly</i>	<i>DOC Restorative Systems Administrator</i>	<i>Performance monitoring</i>
<i>Site Visit</i>	<i>In person or virtual meeting</i>	<i>Bi-Annually</i>	<i>DOC Community & Restorative Justice Executive or DOC Restorative Systems Administrator, P&P and Program Staff</i>	<i>Review of general program operations</i>
<i>Financial Reports</i>	<i>Electronic</i>	<i>Quarterly*</i>	<i>DOC Restorative Systems Administrator</i>	<i>Performance monitoring</i>
<i>Annual Report</i>	<i>Electronic Report</i>	<i>Annually</i>	<i>DOC Restorative Systems Administrator</i>	<i>Performance monitoring</i>

*Reporting Period
July 1 - September 30
October 1 - December 31
January 1 – March 31
April 1 – June 30

*Report Due Date
October 15
January 15
April 15
July 15

Payment Provisions:

Payment Provisions are specified in Attachment B.

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.

Grantee is required to attend all meetings convened by the State.

The State will assume responsibility for scheduling the bi-annual quality assurance progress review meetings.

Upon assessing performance and progress at the bi-annual 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 or participate in a restorative process. The State will provide written notice of the penalty assessment. Penalties are due to the State as specified in Attachment B of this grant.

Changes in the work to be completed by the Grantee require State Grant Administrator approval and will require the grant to be amended.

It is understood that the proposed budget may change during the grant period. Changes totaling more than five (5) % of the total grant budget require State Grant Administrator 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. All files, reports, work products, and documents associated with this grant must be retained for a minimum of 3 years after the closure of the grant.

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 work products, reports, and invoices should be sent to Grant Administrator:

Chris Barton
Vermont Department of Corrections
NOB2 South
280 State Drive
Waterbury, VT 05671-2000

Or as e-mail attachments to:

chris.barton@vermont.gov

Reporting Misconduct

Grantee will require all staff, contractors and volunteers to report immediately any knowledge, suspicion or information of any grantee staff, contractor or volunteer misconduct. Grantee shall give notice of the requirement to report misconduct to all staff, contractors and volunteers in a form and manner approved by DOC. The Grantee shall document all reports of misconduct and shall immediately notify the DOC Central Office of any reported misconduct. Grantee shall not retaliate against residents, staff, contractors or volunteers who report such misconduct or any neglect or violation of responsibilities that may have contributed to an incident.

Misconduct is defined as the following: Any conduct that discredits the Grantee and/or the DOC. Examples include, but not limited to, violations of any state or federal law, violations of any VTDOC Work Rules, any activity that endangers the safety or well-being of another person, and any verbal or physical behavior that is malicious, demeaning, harassing or insulting.

Prison Rape Elimination Act (PREA)

Grantee will comply with the Prison Rape Elimination Act of 2003 (28 C.F.R. Part 115, Docket No. OAG-131, R1N1005-AB34- Dated May 17, 2012), and with all applicable PREA Standards, VTDOC Policies and Directives related to PREA for preventing, detecting, monitoring, investigating, and eradicating any form of sexual abuse within VTDOC. Grantee acknowledges that, in addition to “self-monitoring requirements” VT State staff will conduct announced or unannounced, compliance monitoring to include “on-site” monitoring. Failure to comply with PREA, including PREA Standards and VTDOC Directives and Policies, may result in termination of the grant.

Link to the Final PREA Standards:

<http://www.prearesourcecenter.org/library/488/standards/departement-of-justice-national-prea-standards>

**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 monthly invoices which must include the following: an authorized signature, name, and address for remittance of payment by the state, the current grant number, a unique invoice number, dates of performance and a brief description of the service or product provided. The Grantee may request \$36,002.64 as an initial advance upon execution of the grant agreement. The grantee will submit detailed actual financial expenditures per monthly invoice. The State will pay Grantee for actual expenses based on financial statements. The grant ceiling is a maximum of \$432,031.67 for State Fiscal Year 2026, and \$432,031.67 for State Fiscal Year 2027.
3. Funded Activities: eligible expenses are based on the Grantee's final budget as approved by the Grant Manager. Up to 10% of each activity amount listed below may be modified with permission, however funding may not exceed the total budget amount.
4. 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.
5. Should the Grantee not deplete the entire grant award prior to the end of the fiscal year, the unexpended funds will be returned to the State within 30 days of the end of the grant.

Grantee will return Grant Agreement, and Certificate of Insurance to:

AHS.DOCInvoicesBusinessOffice@vermont.gov

AHS/Dept. of Corrections
Business Office
NOB2 South
280 State Drive
Waterbury, VT 05671-2000
And Submit Invoices to:
Chris.barton@vermont.gov

**ATTACHMENT C: STANDARD STATE PROVISIONS
FOR CONTRACTS AND GRANTS
REVISED DECEMBER 7, 2023**

“Attachment C: Standard State Provisions for Contracts and Grants” (revision version dated December 7, 2023) constitutes part of this Agreement and is hereby incorporated by reference as if fully set forth herein and shall apply to the purchase of all goods and/or services by the State under this Agreement. A copy of this document is available online at: <https://bgs.vermont.gov/purchasing-contracting/forms>.

**ATTACHMENT E
BUSINESS ASSOCIATE AGREEMENT**

SOV CONTRACTOR/GRANTEE/BUSINESS ASSOCIATE: City of Burlington

SOV GRANT NO. 03520-1609

GRANT EFFECTIVE DATE: JULY 1, 2025

This Business Associate Agreement (“Agreement”) is entered into by and between the State of Vermont Agency of Human Services, operating by and through its Vermont Department of Corrections (“Covered Entity”) and Party identified in this Agreement as Contractor or Grantee above (“Business Associate”). This Agreement supplements and is made a part of the contract or grant (“Contract or Grant”) to which it is attached.

Covered Entity and Business Associate enter into this Agreement to comply with the 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 (HITECH), and any associated federal rules and regulations.

The parties agree as follows:

1. Definitions. All capitalized terms used but not otherwise defined in this Agreement have the meanings set forth in 45 CFR Parts 160 and 164 as amended by HITECH and associated federal rules and regulations. Terms defined in this Agreement are italicized. Unless otherwise specified, when used in this Agreement, defined terms used in the singular shall be understood if appropriate in their context to include the plural when applicable.

“*Agent*” means an *Individual* acting within the scope of the agency of the *Business Associate*, in accordance with the Federal common law of agency, as referenced in 45 CFR § 160.402(c) and includes Workforce members and *Subcontractors*.

“*Breach*” means the acquisition, Access, Use or Disclosure of *Protected Health Information (PHI)* which compromises the Security or privacy of the *PHI*, except as excluded in the definition of *Breach* in 45 CFR § 164.402.

“*Business Associate*” shall have the meaning given for “Business Associate” in 45 CFR § 160.103 and means Contractor or Grantee and includes its Workforce, *Agents* and *Subcontractors*.

“*Electronic PHI*” shall mean *PHI* created, received, maintained or transmitted electronically in accordance with 45 CFR § 160.103.

“*Individual*” includes a Person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).

“*Protected Health Information*” (“*PHI*”) shall have the meaning given in 45 CFR § 160.103, limited to the *PHI* created or received by *Business Associate* from or on behalf of Covered Entity.

“*Required by Law*” means a mandate contained in law that compels an entity to make a use or disclosure of *PHI* and that is enforceable in a court of law and shall have the meaning given in 45 CFR § 164.103.

“*Report*” means submissions required by this Agreement as provided in section 2.3.

“*Security Incident*” means the attempted or successful unauthorized Access, Use, Disclosure, modification, or destruction of Information or interference with system operations in an Information System relating to *PHI* in accordance with 45 CFR § 164.304.

“*Services*” includes all work performed by the *Business Associate* for or on behalf of Covered Entity that requires the Use and/or Disclosure of *PHI* to perform a *Business Associate* function described in 45 CFR § 160.103.

“*Subcontractor*” means a Person to whom *Business Associate* delegates a function, activity, or service, other than in the capacity of a member of the workforce of such *Business Associate*.

“*Successful Security Incident*” shall mean a *Security Incident* that results in the unauthorized Access, Use, Disclosure, modification, or destruction of information or interference with system operations in an Information System.

“*Unsuccessful Security Incident*” shall mean a *Security Incident* such as routine occurrences that do not result in unauthorized Access, Use, Disclosure, modification, or destruction of information or interference with system operations in an Information System, such as: (i) unsuccessful attempts to penetrate computer networks or services maintained by *Business Associate*; and (ii) immaterial incidents such as pings and other broadcast attacks on *Business Associate's* firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above with respect to *Business Associate's* Information System.

“*Targeted Unsuccessful Security Incident*” means an *Unsuccessful Security Incident* that appears to be an attempt to obtain unauthorized Access, Use, Disclosure, modification or destruction of the Covered Entity’s *Electronic PHI*.

2. Contact Information for Privacy and Security Officers and Reports.

2.1 *Business Associate* shall provide, within ten (10) days of the execution of this Agreement, written notice to the Contract or Grant manager the names and contact information of both the HIPAA Privacy Officer and HIPAA Security Officer of the *Business Associate*. This information must be updated by *Business Associate* any time these contacts change.

2.2 Covered Entity’s HIPAA Privacy Officer and HIPAA Security Officer contact information is posted at: <https://humanservices.vermont.gov/rules-policies/health-insurance-portability-and-accountability-act-hipaa>

2.3 *Business Associate* shall submit all *Reports* required by this Agreement to the following email address: AHS.PrivacyAndSecurity@vermont.gov

3. Permitted and Required Uses/Disclosures of PHI.

3.1 Subject to the terms in this Agreement, *Business Associate* may Use or Disclose *PHI* to perform *Services*, as specified in the Contract or Grant. Such Uses and Disclosures are limited to the minimum necessary to provide the *Services*. *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* and only in compliance with applicable laws and regulations.

3.2 *Business Associate* may make *PHI* available to its Workforce, *Agent* and *Subcontractor* who need Access to perform *Services* as permitted by this Agreement, provided that *Business Associate* makes them aware of the Use and Disclosure restrictions in this Agreement and binds them to comply with such restrictions.

3.3 *Business Associate* shall be directly liable under HIPAA for impermissible Uses and Disclosures of *PHI*.

4. Business Activities. *Business Associate* may Use *PHI* if necessary for *Business Associate's* proper management

and administration or to carry out its legal responsibilities. *Business Associate* may Disclose *PHI* for *Business Associate's* proper management and administration or to carry out its legal responsibilities if a Disclosure is *Required by Law* or if *Business Associate* obtains reasonable written assurances via a written agreement from the Person to whom the information is to be Disclosed that such *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 the Agreement requires the Person to notify *Business Associate*, within five (5) business days, in writing of any *Breach* of Unsecured *PHI* of which it is aware. Such Uses and Disclosures of *PHI* must be of the minimum amount necessary to accomplish such purposes.

5. Electronic PHI Security Rule Obligations.

5.1 With respect to *Electronic PHI*, *Business Associate* shall:

- a) Implement and use Administrative, Physical, and Technical Safeguards in compliance with 45 CFR sections 164.308, 164.310, and 164.312;
- b) Identify in writing upon request from Covered Entity all the safeguards that it uses to protect such *Electronic PHI*.
- c) Prior to any Use or Disclosure of *Electronic PHI* by an *Agent* or *Subcontractor*, ensure that any *Agent* or *Subcontractor* to whom it provides *Electronic PHI* agrees in writing to implement and use Administrative, Physical, and Technical Safeguards that reasonably and appropriately protect the Confidentiality, Integrity and Availability of *Electronic PHI*. 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*, and be provided to Covered Entity upon request.
- d) Report in writing to Covered Entity any *Successful Security Incident* or *Targeted Unsuccessful Security Incident* as soon as it becomes aware of such incident and in no event later than five (5) business days after such awareness. Such *Report* shall be made timely notwithstanding the fact that little information may be known at the time of the *Report* and need only include such information then available.
- e) Following such *Report*, provide Covered Entity with the information necessary for Covered Entity to investigate any such incident; and
- f) Continue to provide to Covered Entity information concerning the incident as it becomes available to it.

5.2 Reporting *Unsuccessful Security Incidents*. *Business Associate* shall provide Covered Entity upon written request a *Report* that: (a) identifies the categories of *Unsuccessful Security Incidents*; (b) indicates whether *Business Associate* believes its current defensive security measures are adequate to address all *Unsuccessful Security Incidents*, given the scope and nature of such attempts; and (c) if the security measures are not adequate, the measures *Business Associate* will implement to address the security inadequacies.

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

6. Reporting and Documenting Breaches.

6.1 *Business Associate* shall *Report* to Covered Entity any *Breach* of Unsecured *PHI* as soon as it, or any Person to whom *PHI* is disclosed under this Agreement, becomes aware of any such *Breach*, and in no event later than five (5) business days after such awareness, except when a law enforcement official

determines that a notification would impede a criminal investigation or cause damage to national security. Such *Report* shall be timely made notwithstanding the fact that little information may be known at the time of the *Report* and need only include such information then available.

6.2 Following the *Report* described in 6.1, *Business Associate* shall conduct a risk assessment and provide it to Covered Entity with a summary of the event. *Business Associate* shall provide Covered Entity with the names of any *Individual* 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 *Individual*, as set forth in 45 CFR § 164.404(c). Upon request by Covered Entity, *Business Associate* shall provide 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.

6.3 When *Business Associate* determines that an impermissible acquisition, Access, Use or Disclosure of *PHI* for which it is responsible is not a *Breach*, and therefore does not necessitate notice to the impacted *Individual*, it shall document its assessment of risk, conducted as set forth in 45 CFR § 402(2). *Business Associate* shall make its risk assessment available to Covered Entity upon request. It shall include 1) the name of the person making the assessment, 2) a brief summary of the facts, and 3) a brief statement of the reasons supporting the determination of low probability that the *PHI* had been compromised.

7. 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*. *Business Associate* shall make its mitigation, and corrective action plans available to Covered Entity upon request.

8. Providing Notice of Breaches.

8.1 If Covered Entity determines that a *Breach* of *PHI* for which *Business Associate* was responsible, and if requested by Covered Entity, *Business Associate* shall provide notice to the *Individual* whose *PHI* has been the subject of the *Breach*. When so requested, *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. *Business Associate* shall be responsible for the cost of notice and related remedies.

8.2 The notice to affected *Individuals* shall be provided as soon as reasonably possible and in no case later than sixty (60) calendar days after *Business Associate* reported the *Breach* to Covered Entity.

8.3 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).

8.4 *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.

9. Agreements with Subcontractors. *Business Associate* shall enter into a Business Associate Agreement with any *Subcontractor* to whom it provides *PHI* to require compliance with HIPAA and to ensure *Business Associate* and *Subcontractor* comply with the terms and conditions of this Agreement. *Business Associate* must enter into

such written agreement before any Use by or Disclosure of *PHI* to such *Subcontractor*. 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 it enters into with a *Subcontractor* to Covered Entity upon request. *Business Associate* may not make any Disclosure of *PHI* to any *Subcontractor* without prior written consent of Covered Entity.

10. 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 five (5) 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*.

11. 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 five (5) 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*.

12. 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 five (5) business days, *Business Associate* shall forward to Covered Entity for handling any accounting request that *Business Associate* directly receives from an *Individual*.

13. 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* available to the Secretary of Health and Human Services (HHS) 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.

14. Termination.

14.1 This Agreement commences on the Effective Date and shall remain in effect until terminated by Covered Entity or until all the *PHI* is destroyed or returned to Covered Entity subject to Section 18.8.

14.2 If *Business Associate* fails to comply with any material term of this Agreement, Covered Entity may provide an opportunity for *Business Associate* to cure. If *Business Associate* does not cure within the time specified by Covered Entity or if Covered Entity believes that cure is not reasonably possible, Covered Entity may immediately terminate the Contract or Grant without incurring liability or penalty for such termination. If neither termination nor cure are feasible, Covered Entity shall report the breach to the Secretary of HHS. Covered Entity has the right to seek to cure such failure by *Business Associate*. Regardless of whether Covered Entity cures, it retains any right or remedy available at law, in equity, or under the Contract or Grant and *Business Associate* retains its responsibility for such failure.

15. Return/Destruction of PHI.

15.1 *Business Associate* in connection with the expiration or termination of the Contract or Grant shall return or destroy, at the discretion of the Covered Entity, *PHI* 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 *PHI*. *Business Associate* shall certify in writing and report to 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.

15.2 *Business Associate* shall report to Covered Entity any conditions that *Business Associate* believes make the return or destruction of *PHI* infeasible. *Business Associate* shall extend the protections of this Agreement to such *PHI* and limit further Uses and Disclosures to those purposes that make the return or destruction infeasible for so long as *Business Associate* maintains such *PHI*.

16. Penalties. *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.

17. Training. *Business Associate* understands its obligation to comply with the law and shall provide appropriate training and education to ensure compliance with this Agreement. If requested by Covered Entity, *Business Associate* shall participate in Covered Entity's training regarding the Use, Confidentiality, and Security of *PHI*; however, participation in such training shall not supplant nor relieve *Business Associate* of its obligations under this Agreement to independently assure compliance with the law and this Agreement.

18. Miscellaneous.

18.1 In the event of any conflict or inconsistency between the terms of this Agreement and the terms of the Contract or Grant, the terms of this Agreement shall govern with respect to its subject matter. Otherwise, the terms of the Contract or Grant continue in effect.

18.2 Each party shall cooperate with the other party to amend this Agreement from time to time as is necessary for such party to comply with the Privacy Rule, the Security Rule, or any other standards promulgated under HIPAA. This Agreement may not be amended, except by a writing signed by all parties hereto.

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

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

18.5 *Business Associate* shall not have or claim any ownership of *PHI*.

18.6 *Business Associate* shall abide by the terms and conditions of this Agreement with respect to all *PHI* 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.

18.7 *Business Associate* is prohibited from directly or indirectly receiving any remuneration in exchange for an *Individual's PHI*. *Business Associate* will refrain from marketing activities that would violate HIPAA, including specifically Section 13406 of the HITECH Act. *Reports* or data containing *PHI* may not be sold without Covered Entity's or the affected *Individual's* written consent.

18.8 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 12 survives the expiration or termination of this Agreement with respect to accounting requests, if any, made after such expiration or termination.

Rev. 05/22/2020

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

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

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

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

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

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

Federal Medicaid System Security Requirements Compliance: Party shall provide a security plan, risk assessment, and security controls review document within three months of the start date of this Agreement (and update it annually thereafter) in order to support audit compliance with 45 CFR 95.621 subpart F, *ADP System Security Requirements and Review Process*.

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

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

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

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

5. **Non-Discrimination:**

Party shall not discriminate, and will prohibit its employees, agents, subcontractors, sub-grantees and other service providers from discrimination, on the basis of age under the Age Discrimination Act of 1975, on the basis of handicap under section 504 of the Rehabilitation Act of 1973, on the basis of sex under Title IX of the Education Amendments of 1972, and on the basis of race, color or national origin under Title VI of the Civil Rights Act of 1964. Party shall not refuse, withhold from or deny to any person the benefit of services, facilities, goods, privileges, advantages, or benefits of public accommodation on the basis of disability, race, creed, color, national origin, marital status, sex, sexual orientation or gender identity as provided by Title 9 V.S.A. Chapter 139.

No person shall on the grounds of religion or on the grounds of sex (including, on the grounds that a woman is pregnant), be excluded from participation in, be denied the benefits of, or be subjected to discrimination, to include sexual harassment, under any program or activity supported by State of Vermont and/or federal funds.

Party further shall comply with the non-discrimination requirements of Title VI of the Civil Rights Act of 1964, 42 USC Section 2000d, et seq., and with the federal guidelines promulgated pursuant to Executive Order 13166 of 2000, requiring that contractors and subcontractors receiving federal funds assure that persons with limited English proficiency can meaningfully access services. To the extent Party provides assistance to individuals with limited English proficiency through the use of oral or written translation or interpretive services, such individuals cannot be required to pay for such services.

6. **Employees and Independent Contractors:**

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

7. **Data Protection and Privacy:**

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

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

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

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

Data Breaches: The notice required under the Use and Protection of State Information terms of Attachment C shall be provided to the Agency of Digital Services Chief Information Security Officer. <https://digitalservices.vermont.gov/about-us/contacts>. Party shall in addition comply with any other data breach notification requirements required under federal or state law or Attachment E.

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

Abuse Registry. Party agrees not to employ any individual, to use any volunteer or other service provider, or to otherwise provide reimbursement to any individual who in the performance of services connected with this agreement provides care, custody, treatment, transportation, or supervision to children or to vulnerable adults if there has been a substantiation of abuse or neglect or exploitation involving that individual. Party is responsible for confirming as to each individual having such contact with children or vulnerable adults the non-existence of a substantiated allegation of abuse, neglect or exploitation by verifying that fact though (a) as to

vulnerable adults, the Adult Abuse Registry maintained by the Department of Disabilities, Aging and Independent Living and (b) as to children, the Central Child Protection Registry (unless the Party holds a valid child care license or registration from the Division of Child Development, Department for Children and Families). See 33 V.S.A. §4919(a)(3) and 33 V.S.A. §6911(c)(3).

Reporting of Abuse, Neglect, or Exploitation. Consistent with provisions of 33 V.S.A. §4913(a) and §6903, Party and any of its agents or employees who, in the performance of services connected with this agreement, (a) is a caregiver or has any other contact with clients and (b) has reasonable cause to believe that a child or vulnerable adult has been abused or neglected as defined in Chapter 49 or abused, neglected, or exploited as defined in Chapter 69 of Title 33 V.S.A. shall: as to children, make a report containing the information required by 33 V.S.A. §4914 to the Commissioner of the Department for Children and Families within 24 hours; or, as to a vulnerable adult, make a report containing the information required by 33 V.S.A. §6904 to the Division of Licensing and Protection at the Department of Disabilities, Aging, and Independent Living within 48 hours. Party will ensure that its agents or employees receive training on the reporting of abuse or neglect to children and abuse, neglect or exploitation of vulnerable adults.

9. **Information Technology Systems:**

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

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

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

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

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

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

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

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

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

10. **Other Provisions:**

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

Failure to comply with the provisions of the federal law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. The federal Pro-Children Act of 1994, however, does not apply to portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where Women, Infants, & Children (WIC) coupons are redeemed.

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

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

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

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

AHS ATT. F 6/19/2024

State of Vermont Grant Agreement Part 1

Instructions

Section I – General Grant Information

1. Grant number: The grant number should begin with a five-digit business unit number prefix. Grant numbers may contain alpha-numeric characters and are limited to 30 total characters.
2. Check the Original box if the award is the original grant award. If it is an amendment, indicate the number of the amendment.
3. Grant title: This is the title of the award or project. It will usually correspond with the Grant Description entered in the Grant Tracking module.
4. Previously Awarded: If this is the original award, it will be \$0. Otherwise, it is the value of Box 6 in the previous grant agreement for this award. It should equal the cumulative total of all previous awards for this grant number.
5. Amount Awarded This Action: For the original award document, this will be the total grant award. If this award is an amendment, it is the current amendment amount. If this award is an amendment that does not affect the amount, it will be \$0.
6. Total Award Amount: This is the total funds obligated for this grant award to-date. If this award is an amendment, it is the new total authorized amount, including the current amendment. For the original award, this amount will be the same as the amount in Box 5.
7. Start Date: This is the beginning date of the performance period covered by this award.
8. End Date: This is the ending date of the performance period covered by this award.
9. Subrecipient Award: Check Yes or No to indicate whether or not this award is considered a subrecipient agreement. If No is checked, the Subrecipient Award Information section may be left blank. Check No for grants funded only with State funds. **Note:** Only one box may be checked. *A grant agreement cannot be both a subrecipient award and a contractual relationship.*
10. Supplier number: The VISION Supplier number for the grantee.
11. Grantee Name: The name of the grantee. This should correspond with the name of the VISION Supplier entered in Box 10.
12. – 15. Grantee address information: If the Grantee has multiple addresses, this should be the address associated with the performance of the award. Enter the Zip+4 if available and if required for FFATA reporting.
16. State Granting Agency: This is the name of the State of Vermont Department that is granting the funds. The Division name may also be included, if desired.
17. Business Unit: This is the five-digit VISION General Ledger Business Unit associated with the Granting Agency.
18. Performance Measures: Check Yes or No to indicate whether or not the award contains performance measures.
19. Match/In-Kind \$ and Description: Enter the amount of match/in-kind required, or enter \$0. If a dollar value has been entered, enter a brief description of what is required. The narrative sections of the award may also contain additional information pertaining to required match or in-kind. If desired, this box may also be used to identify funding from other sources involved in the project that will not be covered by this award, such as projects where multiple organizations are contributing funding.
20. Amendment Information: If the award is an amendment, check Yes or No to each type of amendment in this box. If the award is not an amendment, this box may be left blank.

Section II – Subrecipient Award Information

This section is only required to be completed for Subrecipient awards.

21. Grantee Identifier [UEI] #: This is the subrecipient's Universal Entity Identification number.
22. Indirect Rate: Enter the approved indirect rate, or the current Federal de minimis rate. If the subrecipient chooses not to request indirect costs for this award, enter 0%.
23. FFATA: Check Yes or No to indicate if the award is subject to FFATA reporting.
24. Grantee Fiscal Year End Month: Enter the two-digit month in which the subrecipient's fiscal year ends.
25. R&D: Check Yes or No to indicate if this award is a Research and Development award.
26. UEI Registered Name: If the UEI registered name is different than the VISION Supplier name in Box 11, enter the official UEI registered name here; otherwise, this box may be left blank

Section III – Funding Allocation

Detailed funding information is divided into two sections: State funds and Federal funds. The shaded boxes contain required information for subawards which comes from the original award from the Federal Granting Agency to the State Granting Agency. The funding allocation should correspond to the funding entered in the VISION Grant Tracking module. The totals will automatically be displayed in boxes 4 through 6 in Section I.

Global Commitment Funds: Global Commitment funds that are not being awarded as subrecipient funds may be reported in the State Funds section. Global Commitment funds that are being awarded as subrecipient funds should be reported in the Federal Funds section using the appropriate ALN information. If an award with Global Commitment funds is being split between Federal and State, the State share should be entered in the State Funds section and the Federal share in the Federal Funds section with the appropriate ALN information.

27. Awarded Previously: Enter the amount previously awarded for each fund type in the State Funds section. If this is the original grant agreement, enter \$0. The total of this column (State and Federal) will appear in Box 4.
28. Award This Action: Enter the amount of the current award. If this is the original award, enter the full amount of the award. If this is an amendment, enter the amount of the amendment. Negative amendments are allowed. If the amendment does not affect the funding, enter \$0. The total of this column (State and Federal) will appear in Box 5.
29. Cumulative Award: Enter the total of the award, including all amendments. The total of this column (State and Federal) must tie to Box 6.
30. Special and Other Fund Descriptions: If the award contains Special or Other funds, enter a brief description of the funding source.
31. ALN #: Enter the ALN number for all Federally funded awards.
32. Program Title: Enter the ALN program title.
33. Awarded Previously: Enter the amount previously awarded for each ALN #. If this is the original grant agreement, enter \$0 or leave this column blank. The total of this column (State and Federal) will appear in Box 4.
34. Award This Action: Enter the amount of the current award for each ALN #. If this is the original award, enter the full amount of the award. If this is an amendment, enter the amount of the amendment. If the amendment does not affect the funding of this ALN #, enter \$0 on that row. The total of this column (State and Federal) will appear in Box 5.
35. Cumulative Award: Enter the total of the award, including all amendments for each ALN #. The total of this column (State and Federal) must tie to Box 6.

The following information is required *only for federal subrecipient awards*. The information recorded in Boxes 36 through 40 is found on the Federal grant award to the State Granting Agency from which funds are being subawarded. If an award is being issued from multiple Federal awards to the State under the same ALN #, it may be necessary to enter multiple rows in this section in order to enter the appropriate information in Boxes 36 through 40.

36. FAIN: This is the Federal Award Identification Number assigned by the Federal granting agency.
37. Federal Award Date: This is the date that the Federal Granting Agency official signed the award to the State Granting Agency.
38. Total Federal Award: This is the total amount of the Federal award to the State Granting Agency.
39. Federal Awarding Agency: This is the Federal Agency that issued the award to the State Granting Agency.
40. Federal Award Project Description: This is the title/description of the Federal award to the State Granting Agency.

Section IV – Contact Information

- Enter a contact person for the State Granting Agency. This individual should be the State's main point of contact for the award and is not required to be the Appointing Authority.
- Enter a contact person for the Grantee. This individual should be the Grantee's main point of contact for the award and is not required to be the official who signed the award.

Board of Finance and City Council Submission Checklist

Department: CEDO Submitter: Rachel Jolly

Title/Subject: Acceptance of FY26 AGO Grant to the BCJC

	Approval:	Meeting Date:
<input checked="" type="checkbox"/>	Board of Finance	9/8/2025
<input checked="" type="checkbox"/>	City Council	9/29/2025
<input type="checkbox"/>	Concurrent	Click or tap to enter a date.

This form must be completed by the person submitting the materials, and sent with the final submission. Please do not indicate that a signoff was received until it has actually been obtained.

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	8/18/2025	Kara Alnasrawi
Mayor’s Office informed and approved memo	Yes	8/26/2025	Erin Jacobsen
Board/Commission, if required	N/A	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney’s Office has approved contract and/or legal documents, -Identify attorney in note	Yes	8/21/2025	Emmett Wood
City Attorney’s Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	8/21/2025	Emmett Wood
CAO has reviewed budget, financing, and memo	Yes	8/29/2025	Katherine Schad
Human Resources, if personnel action -Identify HR Manager in note	N/A	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if an IT-related investment/purchase	N/A	Click or tap to enter a date.	Click or tap here to enter text.

Materials Included

	Included?	Note
Final Memo Attached?	Yes	Click or tap here to enter text.
Contract Attached, if applicable?	Yes	Click or tap here to enter text.
Additional Materials, if necessary	Yes	
Draft Resolution or Motion?	Yes	Click or tap here to enter text.
If for submission to Council, are sponsors identified?	N/A	Click or tap here to enter text.



COMMUNITY & ECONOMIC DEVELOPMENT OFFICE

149 CHURCH STREET · ROOM 32 · CITY HALL · BURLINGTON, VT 05401
(802) 865-7144 · (802) 865-7024 (FAX)

www.cedoburlington.org

MEMORANDUM

To: Board of Finance and City Council
From: Kara Alnasrawi, CEDO Director and Rachel Jolly, Assistant Director, CJC
CC: Mayor Emma Mulvaney-Stanak
Katherine Schad, Chief Administrative Officer

DATE: August 15, 2025
RE: Court Diversion Grant #02100-FY26/27-CN

This is a request from CEDO's Burlington Community Justice Center (BCJC) for Board of Finance and City Council approval to accept and execute a grant with the VT Attorney General's office for \$953,658 for delivery of court diversion and pretrial services between July 1, 2025 and June 30, 2026. The performance period of the grant is for two years—FY26 and FY27 (with two additional one-year extensions) and the current allocation is for the one year of FY26. The AGO is granting an increase of approximately \$284,636 from the FY25 allocation to allow for more staffing capacity to deliver Pre-Charge Diversion, a service formerly funded by the VT Dept. of Corrections.

This grant award enables our seventh year of delivering a variety of court diversion and pretrial services that the BCJC took on starting July 1, 2019: Court Diversion, Youth Substance Awareness and Safety Program (YSASP), the Civil Driving with License Suspended program (DLS), Pre-Trial Services and Tamarack, and newly, Pre-Charge Diversion (formerly called Pre-Charge or Criminal Direct, under the DOC grant). In FY24, we served 1074 youth and adults, offering them restorative alternatives to the court process, rapid referrals to mental health and substance use treatment, screenings and brief interventions for underage drinking and marijuana possession and assistance with regaining drivers' licenses. The grant covers a portion of seventeen CEDO staff members for a total of 9.4 FTE.

Please see the attached grant award for more information.

Board of Finance Motion: To approve and recommend that the City Council approve the acceptance of the State of Vermont Grant Award #02100-FY26/27-CN, in the amount of \$953,658, which will continue the offering of court diversion and pretrial services being provided by the BCJC to June 30, 2026, subject to final review and approval of the City Attorney, and to authorize the CEDO Director to sign the grant agreement, and to take such further actions or to execute such further instruments as may be necessary or convenient to effectuate the transactions contemplated hereby.

City Council Motion: to approve the acceptance of the State of Vermont Grant Award #02100-FY26/27-CN, in the amount of \$953,658, which will continue the offering of court diversion and pretrial services being provided by the BCJC to June 30, 2026, subject to final review and approval of the City Attorney, and to authorize the CEDO Director to sign the grant agreement, and to take such further actions or to execute such further instruments as may be necessary or convenient to effectuate the transactions contemplated hereby.

STATE OF VERMONT GRANT AGREEMENT

Part 1-Grant Award Detail

SECTION I - GENERAL GRANT INFORMATION

¹ Grant #: 02100-FY26/27-CN		² Original <input checked="" type="checkbox"/>		Amendment # <input type="checkbox"/>	
³ Grant Title: Court Diversion & Pretrial Services					
⁴ Amount Previously Awarded: \$0.00		⁵ Amount Awarded This Action: \$953,658.00		⁶ Total Award Amount: \$953,658.00	
⁷ Award Start Date: 07/01/2025		⁸ Award End Date: 06/30/2027		⁹ Subrecipient Award: YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	
¹⁰ Supplier #: 0000040096		¹¹ Grantee Name: Burlington City Treasurer, Community Justice Center			
¹² Grantee Address: 200 Church St Ste 101					
¹³ City: Burlington		¹⁴ State: VT		¹⁵ Zip Code: 05401	
¹⁶ State Granting Agency: Attorney General's Office				¹⁷ Business Unit: 02100	
¹⁸ Performance Measures: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>		¹⁹ Match/In-Kind: Description:			
²⁰ If this action is an amendment, the following is amended: Amount: <input type="checkbox"/> Funding Allocation: <input type="checkbox"/> Performance Period: <input type="checkbox"/> Scope of Work: <input type="checkbox"/> Other: <input type="checkbox"/>					

SECTION II - SUBRECIPIENT AWARD INFORMATION

²¹ Grantee Identifier [UEI] #:		²² Indirect Rate: % <small>(Approved rate or current Federal de minimis)</small>		²³ FFATA: YES <input type="checkbox"/> NO <input type="checkbox"/>	
²⁴ Grantee Fiscal Year End Month (MM format):				²⁵ R&D: YES <input type="checkbox"/> NO <input type="checkbox"/>	
²⁶ UEI Registered Name (if different than VISION Supplier Name in Box 11):					

SECTION III - FUNDING ALLOCATION

STATE FUNDS

Fund Type	²⁷ Awarded Previously	²⁸ Award This Action	²⁹ Cumulative Award	³⁰ Special & Other Fund Descriptions
General Fund		\$953,658.00	\$953,658.00	
Special Fund			\$0.00	
Global Commitment (non-subrecipient funds)			\$0.00	
Other State Funds			\$0.00	

FEDERAL FUNDS

(includes subrecipient Global Commitment funds)

Required Federal Award Information

³¹ ALN#	³² Program Title	³³ Awarded Previously	³⁴ Award This Action	³⁵ Cumulative Award	³⁶ FAIN	³⁷ Fed Award Date	³⁸ Total Federal Award
				\$0.00			
³⁹ Federal Awarding Agency:		⁴⁰ Federal Award Project Descr:					
				\$0.00			
Federal Awarding Agency:		Federal Award Project Descr:					
				\$0.00			
Federal Awarding Agency:		Federal Award Project Descr:					
				\$0.00			
Federal Awarding Agency:		Federal Award Project Descr:					
				\$0.00			
Federal Awarding Agency:		Federal Award Project Descr:					
Total Awarded - All Funds		\$0.00	\$953,658.00	\$953,658.00			

SECTION IV - CONTACT INFORMATION

⁴¹ STATE GRANTING AGENCY		⁴² GRANTEE	
NAME: Willa Farrell		NAME: Rachel Jolly	
TITLE: Court Diversion & Pretrial Services Director		TITLE: CEDO Assistant Director	
PHONE: (802) 371-8375		PHONE: (802) 865-7185	
EMAIL: willa.farrell@vermont.gov		EMAIL: rjolly@burlingtonvt.gov	

Part 2 – Grant Agreement # 02100-FY26/27-CN

1. Parties

This is a Grant Agreement between State of Vermont, Office of the Attorney General, Community Justice Unit, (hereinafter called “State”), and Burlington City Treasurer, Community Justice Center with a principal place of business in Burlington, VT 05401 (hereinafter called “Grantee”). It is the grantee’s responsibility to contact the Vermont Department of Taxes to determine if, by law, the grantee is required to have a Vermont Department of Taxes Business Account Number.

2. Subject Matter

The subject matter of this Grant Agreement is providing Court Diversion and Pretrial Services in Chittenden County.

3. Award Details

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

4. Amendment

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

5. Cancellation

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

6. Attachments

This Grant consists of 11 pages including the following attachments that are incorporated herein:

- Grant Agreement-Part 1 – Grant Award Detail
- Attachment A – Scope of Work To Be Performed
- Attachment B – Payment Provisions
- Attachment C – Customary State Grant Provisions

7. Order of Precedence

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

- 1) Grant Agreement Part 1 and Part 2
- 2) Attachment C
- 3) Attachment A
- 4) Attachment B

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

By the State of Vermont:

Date: _____

Signature: _____

Name: Robert F. McDougall

Title: Deputy Attorney General

By the Grantee:

Date: _____

Signature: _____

Name: Kara Alnasrawi

Title: CEDO Director

ATTACHMENT A SCOPE OF WORK TO BE PERFORMED

The purpose of this grant is for Burlington City Treasurer, Community Justice Center to provide the State of Vermont, Office of the Attorney General with services, in Chittenden County, hereafter "County," in particular: Court Diversion in accordance with 3 V.S.A. §163 and §164; Tamarack Program in accordance with 3 V.S.A. §164; Youth Substance Awareness Safety Program (YSASP) in accordance with 7 V.S.A. §656 and 18 V.S.A. §4230f(e)(2); Civil DLS Diversion in accordance with Act 147 (2011, Adjourned Session); risk assessment, needs screening, and pretrial services in accordance with 13 V.S.A. §7554c.

GRANT REPRESENTATIVES

Primary representative for the State shall be Willa Farrell, Court Diversion & Pretrial Services Director.

Primary representative for the Grantee shall be Rachel Jolly, CEDO Assistant Director.

GRANT TERM

The period of Grantee's performance shall be from July 1, 2025, to June 30, 2027. At the option of the State, this Grant may be amended to add up to two additional one-year terms.

SERVICES PROVIDED

A. The Grantee shall provide Court Diversion and Pretrial Services in full compliance with relevant statutes and the Policies & Procedures manuals (the Manuals), variously dated, and any revisions to the Manuals issued by the AGO. Examples of required services shall include but are not limited to the following:

1. Resolve cases that are referred to the Grantee pursuant to 3 V.S.A. §163 and 3 V.S.A. §164 from the State's Attorney and law enforcement agencies and transferred from other programs, pursuant to the provisions of 3 V.S.A. §163 and §164;
2. Resolve violations that are referred pursuant to 7 V.S.A. §656 and 18 V.S.A. §4230f(e)(2) to the Grantee by law enforcement and transferred from other programs, pursuant to the provisions of 7 V.S.A. §656 and 18 V.S.A. §4230f(e)(2);
3. Resolve civil DLS diversion cases, following the procedures in the Manuals, in cooperation with the Department of Motor Vehicles and the Vermont Judicial Bureau;
4. Each business week of the grant term, offer risk assessments and needs screenings according to the provisions of 13 V.S.A. §7554c to incarcerated individuals;
5. Provide pretrial services as ordered by a court pursuant to 13 V.S.A. §7554c and to individuals referred by their defense attorney;
6. Use the screening and assessment tools selected by the State;
7. Record on a separate piece of paper the social security number collected from a Post-charge Diversion or Tamarack participant as part of a Restitution Unit repayment agreement and not retain a copy after sending the document to the Restitution Unit;
8. Enter all case information in the case management system provided by the State, including case information provided by other Chittenden County Community Justice Centers (CJCs).
9. Abide by the Memorandum of Understanding, hereafter "MOU," between the Vermont Association of Court Diversion Programs (VACDP) and the Department for Children and Families' (DCF) Family Services Division effective October 2013, as may be amended;
10. Meet twice during the grant term with the DCF district office serving the County to review the MOU and practices around implementation of the MOU;

11. Provide the State the name, job title, and contact information of the program director, business manager(s), and all staff providing direct services under the terms of this grant, hereafter “staff,” and the name of each volunteer providing direct services under the terms of this grant within 10 business days of the start of this grant agreement or of the recruitment of the staff person or volunteer;
12. Inform the State immediately of any staff terminated and within five business days of any other change in staff or staff roles;
13. Provide a statement of non-disclosure, on a form provided by the State, signed by each staff person and volunteer providing direct services under the terms of this grant agreement within 10 business days of the recruitment of the staff person or volunteer;
14. Provide the State with the name, mailing address, email address, and telephone number of each member of the governing/community advisory board within 10 business days of the start of this grant agreement or the addition of the new member to the board;
15. Ensure that the program director or designee participates in a minimum of nine monthly meetings designated by the State as meetings of program directors;
16. Assign and hire staff to provide the services under the terms of this grant who possess a Bachelor’s Degree in a related field, or a minimum of three years of related experience;
17. Recruit all new staff and fill leadership positions following a competitive process and offer jobs only following reference checks satisfactory to the Grantee;
18. Provide regular training, support and supervision to all staff and conduct an annual performance evaluation, which includes feedback of colleagues, key stakeholders, and community partners, of all staff;
19. Provide regular training, support and supervision to all volunteers following guidance provided in the Manuals;
20. Report information in accordance with the State’s laws regarding reporting suspected abuse or neglect of children (33 V.S.A. § 4913) and vulnerable adults (33 V.S.A. § 6903) and provide training regarding these laws for all staff providing services under this grant. If agency staff do not fall under these laws as mandated reporters, staff shall obtain consent from prospective participants regarding potential reporting of information in accordance with these laws; otherwise, staff shall inform prospective participants regarding potential reporting of information in accordance with these laws.
21. Develop and maintain collaborative partnerships with key stakeholders in the County, to include, at a minimum, law enforcement, the State’s Attorney’s Office, Defense Bar, the Court, correctional facilities, and designated and preferred treatment providers;
22. Develop written agreements with designated and preferred treatment providers regarding referral of individuals and ongoing communication and follow-up processes;
23. Convene a minimum of one meeting per grant year to review and discuss the Youth Substance Awareness Safety Program to which the State’s Attorney and representatives of each law enforcement agency in the County are invited;
24. Collaborate with the State in identifying criteria for prioritizing the delivery of services or adjusting of operations to meet fiscal constraints.
25. Collaborate with the State and other Chittenden County CJs on the development and implementation of a centralized intake and data collection system in Chittenden County.
26. Collaborate with the State, the Essex CJC, the South Burlington CJC, and the Williston CJC on the transition to the provision of Pre-charge Diversion under the management of the Burlington CJC as of July 1, 2026.

B. The State shall

1. Provide access to Vermont criminal history information through Vermont Crime Information Center and the Judiciary’s Odyssey Public Portal;

2. Provide a case management system, training and support in the use of the system, and forms for Civil DLS Diversion reporting;
3. Provide a summary of the results of surveys completed by Court Diversion and Pretrial Services participants and victims of cases referred to Court Diversion;
4. Consult with the Grantee regarding changes to the Manuals; and
5. Consult with the Grantee regarding any legislative proposals affecting Court Diversion and Pretrial Services;
6. Provide support on the development and implementation of a centralized intake and data collection system in Chittenden County and the transition to the provision of Pre-charge Diversion under the management of the Burlington CJC as of July 1, 2026.

PERFORMANCE MANAGEMENT

The Grantee shall

1. Provide to the State, by August 1 of each year on a form provided by the State, a plan designed to improve the quality of services, for review and approval by the State;
2. Email the State within 15 days of the close of each quarter
 - a) confirmation that records in the case management system are current for all activities as of the final calendar day of the previous month, and
 - b) a report on a form provided by the State documenting Civil DLS Diversion cases;
3. Survey Court Diversion and Pretrial Services program participants and victims of cases referred to Diversion, Tamarack, YSASP, and Pretrial Services using surveys provided by the State;
4. Complete and return to the State by November 15 of each year the internal controls self-assessment provided by the State and if requested, provide documentation of the procedures referenced in the internal controls self-assessment by the deadline established at time of selection;
5. Record any fee revenue that is not expended during the fiscal year and unexpended fee revenue from past years as appropriate, specific to Diversion and Tamarack, in the grantee's accounting system;
6. Retain an itemized list detailing to whom any restitution cash balances belong;
7. Return to the State any deferred fee revenue upon termination or non-renewal of this grant;
8. Submit by December 15 and May 15 of each year narrative reports signed by the Grantee's primary contact person and their supervisor that summarize
 - a) Trends, successes and challenges relative to the grantee's quality improvement plan and services provided under the terms of this grant since the start of the grant;
 - b) Work completed on development of written agreements with treatment providers regarding referral of individuals and ongoing communication and follow-up processes;
 - c) Meeting(s) with the Court, State's Attorney's Office, DCF District Office, law enforcement, and other partners including names of participants, topics discussed, and any action items agreed to;
9. Submit to the State within one month of the start of the grantee's fiscal year the board or other governing body's meeting minutes documenting the adoption of the grantee's budget;
10. Submit to the State within six months of the end of the grantee's fiscal year any financial audit completed by an independent accountant; and
11. If a financial audit is not completed, submit to the State by October 1 of each year the following accounting reports as of June 30 of the prior year.
 - a) Balance sheet
 - b) Income/Expense Statement
 - c) Trial balance for the Court Diversion and Pretrial Services grant
 - i) Submit by November 30 of each year any revisions to the balance sheet, income/expense statement, and trial balance, and the grantee's Form 990.

ATTACHMENT B PAYMENT PROVISIONS

In consideration of the services to be performed by the Grantee, the State shall pay Grantee a sum not to exceed \$ 953,658.00 for the period July 1, 2025 – June 30, 2026. This maximum dollar amount payable under this Grant is not intended as any form of a guaranteed amount and is subject to the availability of funds.

1. Prior to commencement of work and release of any payments, Grantee shall submit to the State a certificate of insurance consistent with the requirements set forth in Attachment C, Section 8 (Insurance), and with any additional requirements for insurance as may be set forth elsewhere in this grant agreement.
2. Within 15 days of the close of each quarter, Grantee shall complete and return the State's electronic financial and fee reports with a request for funding to:

Willa Farrell, Court Diversion & Pretrial Services Director, Office of the Attorney General
Willa.Farrell@vermont.gov

3. SERVICES – Grantee shall submit reports based on an approved budget as stated in Section 3a of this attachment.
 - a) Prior to beginning operations, the Grantee shall have a budget, approved by the State, for the period July 1, 2025 through June 30, 2026, for all services and performance management detailed in Attachment A.
 - b) The Grantee shall submit to the State, for review and approval, an annual budget that is subsequently revised and that increases the total budget by 10 percent or more, along with an explanation for the revision to include identification of the funding source(s) covering the increase.
 - i) Any budget increase will not affect the maximum payable amount of the grant.
 - c) The Grantee shall submit quarterly financial reports that document expenses and revenue relative to the budget.
 - d) The Grantee shall submit a final financial report by October 1 of each year. Any revisions from the 4th quarter report shall be captured here and a reasonable explanation for any budgeted line item overages of 10% or \$500 provided.
 - e) Quarterly payment may be withheld if a report is not received by the due date.



ATTACHMENT C: STANDARD STATE PROVISIONS FOR CONTRACTS AND GRANTS
REVISED OCTOBER 1, 2024

1. Definitions: For purposes of this Attachment, “Party” shall mean the Contractor, Grantee, or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement. “Agreement” shall mean the specific contract or grant to which this form is attached.

2. Entire Agreement: This Agreement, whether in the form of a contract, State-funded grant, or Federally-funded grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect. Where an authorized individual is either required to click-through or otherwise accept, or made subject to, any electronic terms and conditions to use or access any product or service provided hereunder, such terms and conditions are not binding and shall have no force or effect. Further, any terms and conditions of Party’s invoice, acknowledgment, confirmation, or similar document, shall not apply, and any such terms and conditions on any such document are objected to without need of further notice or objection.

3. Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial: This Agreement will be governed by the laws of the State of Vermont without resort to conflict of laws principles. Any action or proceeding brought by either the State or the Party in connection with this Agreement shall be brought and enforced in the Superior Court of the State of Vermont, Civil Division, Washington Unit. The Party irrevocably submits to the jurisdiction of this court for any action or proceeding regarding this Agreement. The Party agrees that it must first exhaust any applicable administrative remedies with respect to any cause of action that it may have against the State regarding its performance under this Agreement. Party agrees that the State shall not be required to submit to binding arbitration or waive its right to a jury trial.

4. Sovereign Immunity: The State reserves all immunities, defenses, rights, or actions arising out of the State’s sovereign status or under the Eleventh Amendment to the United States Constitution. No waiver of the State’s immunities, defenses, rights, or actions shall be implied or otherwise deemed to exist by reason of the State’s entry into this Agreement.

5. No Employee Benefits For Party: The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the State withhold any state or Federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.

6. Independence: The Party will act in an independent capacity and not as officers or employees of the State.

7. Defense and Indemnity:

- A.** The Party shall defend the State and its officers and employees against all third-party claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party in connection with the performance of this Agreement. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The State retains the right to participate at its own expense in the defense of any claim. The State shall have the right to approve all proposed settlements of such claims or suits.
- B.** After a final judgment or settlement, the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party in connection with the performance of this Agreement.
- C.** The Party shall indemnify the State and its officers and employees if the State, its officers, or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party or an agent of the Party in connection with the performance of this Agreement.
- D.** Notwithstanding any contrary language anywhere, in no event shall the terms of this Agreement or any document furnished by the Party in connection with its performance under this Agreement obligate the State to (1) defend or indemnify the Party or any third party, or (2) otherwise be liable for the expenses or reimbursement, including attorneys’ fees, collection



costs or other costs of the Party or any third party.

8. Insurance: During the term of this Agreement, Party, at its expense, shall maintain in full force and effect the insurance coverages set forth in the Vermont State Insurance Specification in effect at the time of incorporation of this Attachment C into this Agreement. The terms of the Vermont State Insurance Specification are hereby incorporated by reference into this Attachment C as if fully set forth herein. A copy of the Vermont State Insurance Specification is available at: <https://aoa.vermont.gov/Risk-Claims-COI>.

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

10. False Claims Act: Any liability to the State under the Vermont False Claims Act (32 V.S.A. § 630 et seq.) shall not be limited notwithstanding any agreement of the State to otherwise limit Party's liability.

11. Whistleblower Protections: The Party shall not discriminate or retaliate against one of its employees or agents for disclosing information concerning a violation of law, fraud, waste, abuse of authority, or acts threatening health or safety, including but not limited to allegations concerning the False Claims Act. Further, the Party shall not require such employees or agents to forego monetary awards as a result of such disclosures, nor should they be required to report misconduct to the Party or its agents prior to reporting to any governmental entity and/or the public.

12. Use and Protection of State Information:

- A. As between the State and Party, "State Data" includes all data received, obtained, or generated by the Party in connection with performance under this Agreement. Party acknowledges that certain State Data to which the Party may have access may contain information that is deemed confidential by the State, or which is otherwise confidential by law, rule, or practice, or otherwise exempt from disclosure under the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq. ("Confidential State Data").
- B. With respect to State Data, Party shall:
 - i. take reasonable precautions for its protection;
 - ii. not rent, sell, publish, share, or otherwise appropriate it; and
 - iii. upon termination of this Agreement for any reason, Party shall dispose of or retain State Data if and to the extent required by this Agreement, law, or regulation, or otherwise requested in writing by the State.
- C. With respect to Confidential State Data, Party shall:
 - i. strictly maintain its confidentiality;
 - ii. not collect, access, use, or disclose it except as necessary to provide services to the State under this Agreement;
 - iii. provide at a minimum the same care to avoid disclosure or unauthorized use as it provides to protect its own similar confidential and proprietary information;
 - iv. implement and maintain administrative, technical, and physical safeguards and controls to protect against any anticipated threats or hazards or unauthorized access or use;
 - v. promptly notify the State of any request or demand by any court, governmental agency or other person asserting a demand or request for Confidential State Data so that the State may seek an appropriate protective order; and
 - vi. upon termination of this Agreement for any reason, and except as necessary to comply with subsection B.iii above in this section, return or destroy all Confidential State Data remaining in its possession or control.
- D. If Party is provided or accesses, creates, collects, processes, receives, stores, or transmits Confidential State Data in any electronic form or media, Party shall utilize:
 - i. industry-standard firewall protection;
 - ii. multi-factor authentication controls;
 - iii. encryption of electronic Confidential State Data while in transit and at rest;
 - iv. measures to ensure that the State Data shall not be altered without the prior written consent of the State;
 - v. measures to protect against destruction, loss, or damage of State Data due to potential environmental hazards, such as fire and water damage;



- vi. training to implement the information security measures; and
 - vii. monitoring of the security of any portions of the Party's systems that are used in the provision of the services against intrusion.
- E. No Confidential State Data received, obtained, or generated by the Party in connection with performance under this Agreement shall be processed, transmitted, stored, or transferred by any means outside the United States, except with the express written permission of the State.
- F. Party shall notify the State within twenty-four hours after becoming aware of any unauthorized destruction, loss, alteration, disclosure of, or access to, any State Data.
- G. State of Vermont Cybersecurity Standard Update: Party confirms that all products and services provided to or for the use of the State under this Agreement shall be in compliance with State of Vermont Cybersecurity Standard Update in effect at the time of incorporation of this Attachment C into this Agreement. The State of Vermont Cybersecurity Standard Update prohibits the use of certain branded products in State information systems or any vendor system, and a copy is available at: <https://digitalservices.vermont.gov/cybersecurity/cybersecurity-standards-and-directives>
- H. In addition to the requirements of this Section 12, Party shall comply with any additional requirements regarding the protection of data that may be included in this Agreement or required by law or regulation.

13. Records Available for Audit: The Party shall maintain all records pertaining to performance under this Agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or acquired by the Party in the performance of this Agreement. Records produced or acquired in a machine-readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of this Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

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

15. Offset: The State may offset any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any offset of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided in 32 V.S.A. § 3113.

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

17. Taxation of Purchases: All State purchases must be invoiced tax free. An exemption certificate will be furnished upon request with respect to otherwise taxable items.

18. Child Support: (Only applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date this Agreement is signed, Party is not under an obligation to pay child support or is in good standing with respect to or in full compliance with a plan to pay any and all child support payable under a support order. Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

19. Sub-Agreements: Party shall not assign, subcontract, or subgrant the performance of this Agreement or any portion thereof to any other Party without the prior written approval of the State. Party shall be responsible and liable to the State for all acts or omissions of subcontractors and any other person performing work under this Agreement pursuant to an agreement with Party or any subcontractor.

In the case this Agreement is a contract with a total cost in excess of \$250,000, the Party shall provide to the State a list of all proposed subcontractors and subcontractors' subcontractors, together with the identity of those subcontractors' workers compensation insurance providers, and additional required or requested information, as applicable, in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54), as amended by Section 17 of Act No. 142 (2010) and by



Section 6 of Act No. 50 (2011).

Party shall include the following provisions of this Attachment C in all subcontracts for work performed solely for the State of Vermont and subcontracts for work performed in the State of Vermont: Section 10 (“False Claims Act”); Section 11 (“Whistleblower Protections”); Section 12 (“Confidentiality and Protection of State Information”); Section 14 (“Fair Employment Practices and Americans with Disabilities Act”); Section 16 (“Taxes Due the State”); Section 18 (“Child Support”); Section 20 (“No Gifts or Gratuities”); Section 22 (“Certification Regarding Debarment”); Section 30 (“State Facilities”); and Section 32.A (“Certification Regarding Use of State Funds”).

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

21. Regulation of Hydrofluorocarbons: Party confirms that all products provided to or for the use of the State under this Agreement shall not contain hydrofluorocarbons, as prohibited under 10 V.S.A. § 586.

22. Certification Regarding Debarment: Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party’s principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible, or excluded from participation in Federal programs, or programs supported in whole or in part by Federal funds. Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the State’s debarment list at: <https://bgs.vermont.gov/purchasing-contracting/debarment>.

23. Conflict of Interest: Party shall fully disclose, in writing, any conflicts of interest or potential conflicts of interest.

24. Vermont Public Records Act: Party acknowledges and agrees that this Agreement, any and all information obtained by the State from the Party in connection with this Agreement, and any obligations of the State to maintain the confidentiality of information are subject to the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 *et seq.*

25. Force Majeure: Neither the State nor the Party shall be liable to the other for any failure or delay of performance of any obligations under this Agreement to the extent such failure or delay shall have been wholly or principally caused by acts or events beyond its reasonable control rendering performance illegal or impossible (excluding strikes or lockouts) (“Force Majeure”). Where Force Majeure is asserted, the nonperforming party must prove that it made all reasonable efforts to remove, eliminate or minimize such cause of delay or damages, diligently pursued performance of its obligations under this Agreement, substantially fulfilled all non-excused obligations, and timely notified the other party of the likelihood or actual occurrence of an event described in this paragraph.

26. Marketing: Party shall not use the State’s logo or otherwise refer to the State in any publicity materials, information pamphlets, press releases, research reports, advertising, sales promotions, trade shows, or marketing materials or similar communications to third parties except with the prior written consent of the State.

27. Termination:

A. Non-Appropriation: If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel this Agreement at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is funded in whole or in part by Federal funds, and in the event Federal funds become unavailable or reduced, the State may suspend or cancel this Agreement immediately, and the State shall have no obligation to pay Party from State revenues.

B. Termination for Cause: Either party may terminate this Agreement if a party materially breaches its obligations under this Agreement, and such breach is not cured within thirty (30) days after delivery of the non-breaching party’s notice or such longer time as the non-breaching party may specify in the notice.

C. Termination Assistance: Upon nearing the end of the final term or termination of this Agreement, without respect to cause, the Party shall take all reasonable and prudent measures to facilitate any transition required by the State. All State property, tangible and intangible, shall be returned to the State upon demand at no additional cost to the State in a format acceptable to the State.

28. Continuity of Performance: In the event of a dispute between the Party and the State, each party will continue to perform its obligations under this Agreement during the resolution of the dispute until this Agreement is terminated in accordance with its terms.



29. No Implied Waiver of Remedies: Either party’s delay or failure to exercise any right, power, or remedy under this Agreement shall not impair any such right, power, or remedy, or be construed as a waiver of any such right, power, or remedy. All waivers must be in writing.

30. State Facilities: If the State makes space available to the Party in any State facility during the term of this Agreement for purposes of the Party’s performance under this Agreement, the Party shall only use the space in accordance with all policies and procedures governing access to, and use of, State facilities, which shall be made available upon request. State facilities will be made available to Party on an “AS IS, WHERE IS” basis, with no warranties whatsoever.

31. Requirements Pertaining Only to Federal Grants and Subrecipient Agreements: If this Agreement is a grant that is funded in whole or in part by Federal funds:

- A. Requirement to Have a Single Audit:** The Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the Federal Audit Clearinghouse within nine months. If a single audit is not required, only the Subrecipient Annual Report is required. A Single Audit is required if the subrecipient expends \$1,000,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.
- B. Internal Controls:** In accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in “Standards for Internal Control in the Federal Government” issued by the Comptroller General of the United States and the “Internal Control Integrated Framework” issued by the Committee of Sponsoring Organizations of the Treadway Commission.
- C. Mandatory Disclosures:** In accordance with 2 CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the State, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.

32. Requirements Pertaining Only to State-Funded Grants:

- A. Certification Regarding Use of State Funds:** If Party is an employer and this Agreement is a State-funded grant in excess of \$1,000, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party’s employee’s rights with respect to unionization.
- B. Good Standing Certification (Act 154 of 2016):** If this Agreement is a State-funded grant, Party hereby represents: (i) that it has signed and provided to the State the form prescribed by the Secretary of Administration for purposes of certifying that it is in good standing (as provided in Section 13(a)(2) of Act 154) with the Agency of Natural Resources and the Agency of Agriculture, Food and Markets, or otherwise explaining the circumstances surrounding the inability to so certify; and (ii) that it will comply with the requirements stated therein.

(End of Standard Provisions)



COMMUNITY & ECONOMIC DEVELOPMENT OFFICE

149 CHURCH STREET • ROOM 32 • CITY HALL • BURLINGTON, VT 05401
(802) 865-7144 • (802) 865-7024 (FAX)
www.burlingtonvt.gov/cedo

MEMORANDUM

To: Board of Finance/City Council

From: Rachel Jolly, CEDO Assistant Director, CJC

CC: Mayor Emma Mulvaney-Stanak
Katherine Schad, Chief Administrative Officer

DATE: August 15, 2025

RE: Balanced and Restorative Justice grant (# 03440-29000-26) approval

Executive Summary:

The Burlington Community Justice Center (CJC) seeks the approval of the acceptance of our Balanced and Restorative Justice (BARJ) grant in the amount of \$230,450.02 to be expended between July 1, 2025 and June 30, 2026. The purpose of this grant is to serve youth who are involved, or at risk of being involved, in the criminal-legal system. The funding supports 2.05 FTE, spread over seven CJC staff members.

Background

Since January 1, 2023, the Burlington CJC has held the VT Department for Children and Families' BARJ contract, serving Chittenden County youth who are involved, or at risk of being involved, with the criminal-legal system. Through risk screenings, case management, educational workshops, and restorative processes, we have served approximately 115 youth since 2023. We expect to be the primary holder of the BARJ contract for Chittenden County for the foreseeable future.

Board of Finance Motion: Move to approve and recommend that City Council approve and authorize the CEDO Director to accept the DCF State Grant #03440-29000-26 in the amount of \$230,450.02 for the period of July 1, 2025-June 30, 2026, upon final review and approval of the City Attorney's Office.

City Council Motion: Move to approve and authorize the CEDO Director to accept the DCF State Grant #03440-29000-26 in the amount of \$230,450.02 for the period of July 1, 2025-June 30, 2026, upon final review and approval of the City Attorney's Office.

PART 2 – GRANT AGREEMENT

1. **Parties:** This is a Grant Agreement between **State of Vermont, Department of Children and Families Division for Family Services**, (hereinafter called “State”) And **Burlington City Treasurer** with principal place of business in Burlington, Vermont, (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 services generally on the subject of Balanced and Restorative Justice (BARJ) Services in the Burlington District. Detailed services to be provided by Subrecipient are described in Attachment A.
3. **Award Details:** Amounts, dates and other award details are as shown in the attached *Grant Agreement Part 1-Grant Award Detail*. A detailed scope of work covered by this award is described in Attachment A.
4. **Amendment:** No changes, modifications, or amendments to 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.
5. **Cancellation:** This Grant Agreement may be suspended or cancelled by either party by giving written notice at least 30 days in advance.
6. **Attachments:** This Grant consists of 39 pages including the following attachments that are incorporated herein:
 - Grant Agreement Part 1 – Grant Award Detail
 - Grant Agreement Part 2 – Grant Agreement
 - Attachment A – Scope of Work To Be Performed
 - Attachment B – Payment Provisions
 - Attachment C – Customary State Grant Provisions
 - Attachment D – Other Provisions
 - Attachment E – Business Associate Agreement
 - Attachment F – AHS Customary Contract/Grant Provisions
 - Appendix 1 – Program Progress report
 - Appendix 2 – Program Data Report
 - Appendix 3 – Request for Payment
 - Appendix 4 – Financial Report
7. **Order of Precedence:** Any ambiguity, conflict or inconsistency in the Grant Documents shall be resolved according to the following order of precedence:
 - 1) Grant Agreement Part 1 and Part 2

STATE OF VERMONT DEPARTMENT FOR CHILDREN AND FAMILIES

STANDARD GRANT AGREEMENT

AGREEMENT #03440-29000-26

Burlington City Treasurer

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- 2) Attachment C
- 3) Attachment D
- 4) Attachment A
- 5) Attachment B
- 6) Attachment E
- 7) Attachment F
- 8) Appendix 1 – Program Progress report
- 9) Appendix 2 – Program Data Report
- 10) Appendix 3 – Request for Payment
- 11) Appendix 4 – Financial Report

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

By the State of Vermont:

Date: _____

Signature: _____

Name: Aryka Radke (Commissioner, or Designee)

If this award contains Federal funds, the following statement must be read, the certification box checked, and initialed by the subrecipient:

I certify to the best of my knowledge and belief that the information provided herein is true, complete, and accurate. I am aware that the provision of false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative consequences including, but not limited to violations of U.S. Code Title 18, Sections 2, 1001, 1343 and Title 31, Sections 3729-3730 and 3801-3812. This certification applies to all tiers of subrecipients.

(Signature's Initials)

Subrecipient:

Date: _____

Signature: _____

Name: Kara Alnasrawi (or Designee)

Title: Director Business and Workforce Development

ATTACHMENT A
SCOPE OF WORK TO BE PERFORMED

A. PROGRAM BACKGROUND

The Vermont Department for Children and Families' (DCF) mission is to foster the healthy development, safety, well-being, and self-sufficiency of Vermonters. The Department is structured around six Divisions that deliver programs and services to Vermonters; one of those Divisions is the Family Services Division (FSD). FSD's vision is that Vermont's children and youth live free from abuse, neglect, and delinquency – in resilient families that are supported and valued by their communities. FSD's mission is to engage families, foster and kin caregivers, partner agencies, and the community to increase safety and law abidance for Vermont children and youth.

As part of its vision and mission work, FSD seeks to support youth who are at-risk of involvement with the justice system, have been adjudicated, and may or may not be on probation with DCF, Family Services by providing restorative interventions that reduce or eliminate further involvement with the juvenile justice system.

B. SERVICE DESCRIPTION

The BARJ program is an arm of the youth justice system that provides support to youth who are at risk for involvement in the justice system, have been adjudicated as delinquent, and may or may not be on probation with DCF – Family Services.

C. SERVICE GOALS & OUTCOMES

The BARJ program seeks to support youth involved with, or at risk of becoming involved with the justice system by providing restorative interventions that reduce or eliminate further involvement with the justice system.

D. SPECIFICATIONS

The Subrecipient shall:

1. Offer victims and community members an opportunity to interact with youth to discuss the harms caused and the actions needed to repair the damage caused by these acts. Examples include but are not limited to Restorative Panels, Circles, and Restorative Family Group Conferences.
2. Complete the Youth Assessment and Screening Instrument (YASI) pre-screening to determine risk and coordinate protocols for referring

youth to services based on risks and needs.

3. Provide individualized case management services to youth and families which may include but are not limited to the following:
 - a. Attendance at family and school team meetings
 - b. Therapeutic treatment meetings
 - c. One on one support to youth and families
 - d. Community based visits
 - e. Attendance at case plan reviews
 - f. Attendance at court hearings
 - g. Drug and alcohol test
 - h. Curfew checks
4. Provide Restorative Skills development that includes conflict resolution, social skills development, problem solving and decision making, community services, victim and community impact, and respectful communication.
5. Hire staff that meet the programs minimum educational requirements of a bachelor's degree or equivalent experience and complete a background check on all new hires that includes the DCF-FSD Child Protection Registry, Adult Protective Services Registry and the National Crime Information Center (NCIC). If there are any records from the Child Protection or Adult Protective Services registries the applicant will not be eligible for employment. The Subrecipient shall also ascertain reasons for termination from previous employers. If the information found does not disqualify the applicant from employment but is concerning around the applicant's appropriateness to work with youth, then the Subrecipient shall discuss the concerns with the Juvenile Justice Director to determine if an offer of employment is appropriate.
6. Ensure staff complete mandated reporter training, YASI training (provided by the state), and that staff are trained in trained in restorative justice principles within six months of hire. Ensure staff are supported with other training opportunities.
7. Implement Motivational Interviewing as written in the DCF Family First Prevention Plan. Motivational Interviewing (MI) is a method of counseling clients designed to promote behavior change and improve physiological, psychological, and lifestyle outcomes. Youth served shall exhibit fewer maladaptive behaviors and exhibit an increase in

pro-social decisions.

8. Participate in quarterly meetings with the local DCF/FSD District Office to ensure the requirements of the contract are met and adherence to the roles and responsibilities for each agency.

E. PERFORMANCE MEASURES

The Subrecipient shall demonstrate progress for youth based on the following:

1. Number of youths with no new criminal charges while participating in the program
2. Number of youths that increase protective factors as measured by YASI
3. Number of truancy referral youths whose school attendance increased
4. Number of victims that participated in a restorative process

F. PROGRAM ADMINISTRATION AND EVALUATION

The State shall monitor and evaluate the Subrecipient's performance based on the following: program reports, timeliness and financial reports. Assistance is available to the Subrecipient from the DCF Grants and Contracts Manager and the Juvenile Justice Director.

Program Reports

Complete program reports shall be submitted to the Juvenile Justice Director and DCF Grants and Contracts Manager no later than twenty (20) calendar days following the end of each quarter.

The program reports consist of the following forms:

- Appendix 1: Program Progress Report
- Appendix 2: Program Data Report

Snapshots of the program reports, which may be revised as required by the State, are provided in Appendix 1 and 2. Electronic copies of all program reports with directions shall be provided to the Subrecipient upon execution of the Grant. Any questions related to the completion of the reports should be directed to the DCF Grants and Contracts Manager and the Juvenile Justice Director.

I. Financial Reports

Satisfactory financial reports must be received by the State within twenty (20) calendar days following the end of each Quarter to receive subsequent payments. The payment schedule for services performed is included in Attachment B.

The financial reports consist of the following:

- Appendix 3: Request for Payment
- Appendix 4: Financial Report

Snapshots of the financial reports, which may be revised as required by the State, are provided in Appendix 3 and 4. Electronic copies of all financial reports with directions shall be provided to the Subrecipient upon execution of the Grant. Request for Payment forms shall be submitted to the State electronically as a .PDF with an original signature or electronic signature.

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**ATTACHMENT B
PAYMENT PROVISIONS**

Grant issuance is contingent upon funding availability. The maximum dollar amount payable under this contract is not intended to guarantee any amount of payment. The Subrecipient shall be paid for products or services actually delivered or performed, as specified in the attached *Grant Agreement Part 1-Grant Award Detail*.

1. Prior to commencement of work and release of any payments, Subrecipient shall submit to the State:
 - a. a certificate of insurance consistent with the requirements set forth in Attachment C, Section 8 (Insurance), and with any additional requirements for insurance as may be set forth elsewhere in this contract, and
 - b. a current IRS Form W-9 (signed within the last six months)
2. Subrecipient shall submit detailed Financial Reports and Requests for Payment on a quarterly basis itemizing all work performed during the previous quarter, including the dates of service, rates of pay, hours of work performed, deliverables provided, and any other information and/or documentation appropriate and sufficient to substantiate the amount requested for payment by the State. All Requests for Payment must include the Grant # for this agreement.
 - a. Subrecipient's detailed financial reports and invoices shall include an indirect rate of up to 15 % for the entirety of the grant period.
3. Payment terms are Net 30 calendar days from the date the State receives an error-free Request for Payment, Financial Report, and Program Report(s). Vermont State Fiscal Year Close Out starts the last week of May/first week of June and runs through early July. During this period of time, no financial reports or requests for payment are processed for payment in the State of Vermont Vision system.
4. Subrecipient shall be paid for services actually delivered or performed beginning on July 01, 2025.
5. Requests for Payment submitted more than 60 calendar days after the period of service may not be honored.
6. As Grant award amounts are based on state and federal fiscal year budgets, no payments will be issued 90 calendar days after the end date of this agreement as budgets close out and funds are no longer available.
7. With the exception of line items relating to personnel costs, the Subrecipient may transfer up to 10% of any line item of the budget between line items without prior approval and

without increasing a line item by more than 10%. However, notification of a line item transfers up to 10% must be sent to the FSD Program Manager and DCF Grants and Contracts Manager within twenty (20) calendar days of the transfer. A request for any amount relating to personnel costs and any amount above 10% of non-personnel line items must be submitted in writing to the FSD Program Manager and DCF Grants and Contracts Manager for approval.

8. Requests for payment shall be submitted electronically as a .PDF document with either an original or electronic signature.
9. Subrecipient agrees to produce, on request, the source documents upon which all requests for payment are based.
10. Subrecipient shall submit Program Reports and Requests for Payment to the State in accordance with the schedule set forth in this Attachment B, which shall not be more frequently than quarterly.
11. The payment schedule for delivered products, or rates for services performed, are as follows:
 - a. Reporting Schedule:

Reporting Period	Report Due Date	Reports Due
07/01/2025 - 09/30/2025	10/20/2025	Financial Report, Request for Payment, & Q1 Program Reports
10/01/2025 - 12/31/2025	01/20/2026	Financial Report, Request for Payment, & Q2 Program Reports
01/01/2026 - 03/31/2026	04/20/2026	Financial Report, Request for Payment, & Q3 Program Reports
04/01/2026 - 06/30/2026	07/20/2026	Financial Report, Request for Payment, & Q4 Program Reports

- b. The annual budget for this Grant is as follows:

STATE OF VERMONT DEPARTMENT FOR CHILDREN AND FAMILIES

STANDARD GRANT AGREEMENT

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Burlington City Treasurer

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BARJ BUDGET 7/1/2025-6/30/2026

Positions funded in part or whole by this agreement:	Total Budget
Youth Restoraive Program Manager (KA)	\$20,248.80
Youth Restorative Services Coordinator (BS)	\$27,780.48
Youth Restorative Services Coordinator (VL)	\$21,197.28
Youth Restorative Services Coordinator (LP)	\$27,297.92
Victim Services Specialist (LME)	\$25,591.80
Youth Restorative Services Coordinator (FR)	\$19,749.60
CEDO Assistant Director, CJC (RJ)	\$2,647.32
TOTAL Salaries	\$144,513.20
Fringe	\$73,701.73
A. Total Personnel Expenses	\$218,214.93

Operating expenses directly related to contract activities: <i>examples listed below... please update as needed, note that "Other" is not allowed.</i>	
Travel and Training	\$8,500.00
Consultants	\$2,685.09
Utilities (<i>inc. Telephone, Fax, Internet</i>)	\$1,050.00
B. TOTAL Operating	\$12,235.09

TOTAL Direct expenses (A+B)	\$230,450.02
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C. Indirect Costs (10% of total modified direct expenses or ____% negotiated indirect rate***)	
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TOTAL BARJ Expenses (A+B+C)	\$230,450.02
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CONTACT AND PAYMENT REQUEST INFORMATION

Program Reports, Financial Reports, and correspondence shall be sent to:

DCF Grants & Contracts Manager
 Department for Children & Families
ahs.dcfbograntcontracts@vermont.gov

and

Amelia Harriman, or Designee
Juvenile Justice Director
Department for Children & Families
Family Services Division
Amelia.Harriman@vermont.gov

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**ATTACHMENT C: STANDARD STATE PROVISIONS
FOR CONTRACTS AND GRANTS
REVISED OCTOBER 1, 2024**

“Attachment C: Standard State Provisions for Contracts and Grants” (revision version dated October 1, 2024) constitutes part of this Agreement and is hereby incorporated by reference as if fully set forth herein and shall apply to the Contractor and to the purchase of all goods and/or services by the State under this Agreement. A copy of this document is available online at: <https://bgs.vermont.gov/purchasing-contracting/forms>.

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ATTACHMENT D
INFORMATION TECHNOLOGY PROFESSIONAL SERVICES
TERMS AND CONDITIONS (rev. 01/12/2024)

1. OWNERSHIP AND LICENSE IN DELIVERABLES

1.1 Contractor Intellectual Property. Contractor shall retain all right, title and interest in and to any work, ideas, inventions, discoveries, tools, methodology, computer programs, processes and improvements and any other intellectual property, tangible or intangible, that has been created by Contractor prior to entering into this Contract (“Contractor Intellectual Property”). Should the State require a license for the use of Contractor Intellectual Property in connection with the development or use of the items that Contractor is required to deliver to the State under this Contract, including Work Product (“Deliverables”), the Contractor shall grant the State a royalty-free license for such development and use. For the avoidance of doubt, Work Product shall not be deemed to include Contractor Intellectual Property, provided the State shall be granted an irrevocable, perpetual, non-exclusive royalty-free license to use any such Contractor Intellectual Property that is incorporated into Work Product.

1.2 State Intellectual Property. The State shall retain all right, title and interest in and to (i) all content and all property, data and information furnished by or on behalf of the State or any agency, commission or board thereof, and to all information that is created under this Contract, including, but not limited to, all data that is generated under this Contract as a result of the use by Contractor, the State or any third party of any technology systems or knowledge bases that are developed for the State and used by Contractor hereunder, and all other rights, tangible or intangible; and (ii) all State trademarks, trade names, logos and other State identifiers, Internet uniform resource locators, State user name or names, Internet addresses and e-mail addresses obtained or developed pursuant to this Contract (collectively, “State Intellectual Property”).

Contractor may not use State Intellectual Property for any purpose other than as specified in this Contract. Upon expiration or termination of this Contract, Contractor shall return or destroy all State Intellectual Property and all copies thereof, and Contractor shall have no further right or license to such State Intellectual Property.

Contractor acquires no rights or licenses, including, without limitation, intellectual property rights or licenses, to use State Intellectual Property for its own purposes. In no event shall the Contractor claim any security interest in State Intellectual Property.

1.3 Work Product. All Work Product shall belong exclusively to the State, with the State having the sole and exclusive right to apply for, obtain, register, hold and renew, in its own name and/or for its own benefit, all patents and copyrights, and all applications and registrations, renewals and continuations thereof and/or any and all other appropriate protection. To the extent exclusive title and/or complete and exclusive ownership rights in and to any Work Product may not originally vest in the State by operation of law or otherwise as contemplated hereunder, Contractor shall immediately upon request, unconditionally and irrevocably assign, transfer and convey to the State all right, title and interest therein.

“Work Product” means any tangible or intangible ideas, inventions, improvements, modifications, discoveries, development, customization, configuration, methodologies or processes, designs, models, drawings, photographs, reports, formulas, algorithms, patterns, devices, compilations, databases, computer programs, work of authorship, specifications, operating instructions, procedures manuals or other documentation, technique, know-how, secret, or intellectual property right whatsoever or any interest therein (whether patentable or not patentable or registerable under copyright or similar statutes or subject to analogous protection), that is specifically made, conceived, discovered or reduced to practice by Contractor, either solely or jointly with others, pursuant to this Contract. Work Product does not include Contractor Intellectual Property or third party intellectual property.

To the extent delivered under this Contract, upon full payment to Contractor in accordance with Attachment B, and subject to the terms and conditions contained herein, Contractor hereby (i) assigns to State all rights in and to all Deliverables, except to the extent they include any Contractor Intellectual Property; and (ii) grants to State a perpetual, non-exclusive, irrevocable, royalty-free license to use for State’s internal business purposes, any Contractor Intellectual Property included in the Deliverables in connection with its use of the Deliverables and, subject to the State’s obligations with respect to Confidential Information, authorize others to do the same on the State’s behalf. Except for the foregoing license grant, Contractor or its licensors retain all rights in and to all Contractor Intellectual Property.

The Contractor shall not sell or copyright a Deliverable without explicit permission from the State.

If the Contractor is operating a system or application on behalf of the State of Vermont, then the Contractor 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 Contractor Intellectual Property or Contractor Intellectual Property developed outside of this Contract with no assistance from State.

2. CONFIDENTIALITY AND NON-DISCLOSURE; SECURITY BREACH REPORTING

2.1 For purposes of this Contract, confidential information will not include information or material which (a) enters the public domain (other than as a result of a breach of this Contract); (b) was in the receiving party’s possession prior to its receipt from the disclosing party; (c) is independently developed by the receiving party without the use of confidential information; (d) is obtained by the receiving party from a third party under no obligation of confidentiality to the disclosing party; or (e) is not exempt from disclosure under applicable State law.

2.2 Confidentiality of Contractor Information. The Contractor acknowledges and agrees that this Contract and any and all Contractor information obtained by the State in connection with the performance of this Contract are subject to the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq. The State will not disclose information for which a reasonable claim of exemption can be made pursuant to 1 V.S.A. § 317(c), including, but not limited to, trade secrets, proprietary information or financial information, including any

formulae, plan, pattern, process, tool, mechanism, compound, procedure, production data, or compilation of information which is not patented, which is known only to the Contractor, and which gives the Contractor an opportunity to obtain business advantage over competitors who do not know it or use it.

The State shall immediately notify Contractor of any request made under the Access to Public Records Act, or any request or demand by any court, governmental agency or other person asserting a demand or request for Contractor information. Contractor may, in its discretion, seek an appropriate protective order, or otherwise defend any right it may have to maintain the confidentiality of such information under applicable State law within three business days of the State's receipt of any such request. Contractor agrees that it will not make any claim against the State if the State makes available to the public any information in accordance with the Access to Public Records Act or in response to a binding order from a court or governmental body or agency compelling its production. Contractor shall indemnify the State for any costs or expenses incurred by the State, including, but not limited to, attorneys' fees awarded in accordance with 1 V.S.A. § 320, in connection with any action brought in connection with Contractor's attempts to prevent or unreasonably delay public disclosure of Contractor's information if a final decision of a court of competent jurisdiction determines that the State improperly withheld such information and that the improper withholding was based on Contractor's attempts to prevent public disclosure of Contractor's information.

The State agrees that (a) it will use the Contractor information only as may be necessary in the course of performing duties, receiving services or exercising rights under this Contract; (b) it will provide at a minimum the same care to avoid disclosure or unauthorized use of Contractor information as it provides to protect its own similar confidential and proprietary information; (c) except as required by the Access to Records Act, it will not disclose such information orally or in writing to any third party unless that third party is subject to a written confidentiality agreement that contains restrictions and safeguards at least as restrictive as those contained in this Contract; (d) it will take all reasonable precautions to protect the Contractor's information; and (e) it will not otherwise appropriate such information to its own use or to the use of any other person or entity.

Contractor may affix an appropriate legend to Contractor information that is provided under this Contract to reflect the Contractor's determination that any such information is a trade secret, proprietary information or financial information at time of delivery or disclosure.

3. SECURITY OF STATE INFORMATION.

3.1 Security Standards. To the extent Contractor has access to, processes, handles, collects, transmits, stores or otherwise deals with State Data, the Contractor represents and warrants that it has implemented and it shall maintain during the term of this Contract the highest industry standard administrative, technical, and physical safeguards and controls consistent with NIST *Special Publication 800-53* (version 4 or higher) and *Federal Information Processing Standards Publication 200* and designed to (i) ensure the security and confidentiality of State

Data; (ii) protect against any anticipated security threats or hazards to the security or integrity of the State Data; and (iii) protect against unauthorized access to or use of State Data. Such measures shall include at a minimum: (1) access controls on information systems, including controls to authenticate and permit access to State Data only to authorized individuals and controls to prevent the Contractor employees from providing State Data to unauthorized individuals who may seek to obtain this information (whether through fraudulent means or otherwise); (2) industry-standard firewall protection; (3) encryption of electronic State Data while in transit from the Contractor networks to external networks; (4) measures to store in a secure fashion all State Data which shall include multiple levels of authentication; (5) dual control procedures, segregation of duties, and pre-employment criminal background checks for employees with responsibilities for or access to State Data; (6) measures to ensure that the State Data shall not be altered or corrupted without the prior written consent of the State; (7) measures to protect against destruction, loss or damage of State Data due to potential environmental hazards, such as fire and water damage; (8) staff training to implement the information security measures; and (9) monitoring of the security of any portions of the Contractor systems that are used in the provision of the services against intrusion on a twenty-four (24) hour a day basis.

3.2 Security Breach Notice and Reporting. The Contractor shall have policies and procedures in place for the effective management of Security Breaches, as defined below, which shall be made available to the State upon request.

In addition to the requirements set forth in any applicable Business Associate Agreement as may be attached to this Contract, in the event of any actual security breach or reasonable belief of an actual security breach the Contractor either suffers or learns of that either compromises or could compromise State Data (a “Security Breach”), the Contractor shall notify the State within 24 hours of its discovery. Contractor shall immediately determine the nature and extent of the Security Breach, contain the incident by stopping the unauthorized practice, recover records, shut down the system that was breached, revoke access and/or correct weaknesses in physical security. Contractor shall report to the State: (i) the nature of the Security Breach; (ii) the State Data used or disclosed; (iii) who made the unauthorized use or received the unauthorized disclosure; (iv) what the Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure; and (v) what corrective action the Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. The Contractor shall provide such other information, including a written report, as reasonably requested by the State. Contractor shall analyze and document the incident and provide all notices required by applicable law.

In accordance with Section 9 V.S.A. §2435(b)(3), the Contractor shall notify the Office of the Attorney General, or, if applicable, Vermont Department of Financial Regulation (“DFR”), within fourteen (14) business days of the Contractor’s discovery of the Security Breach. The notice shall provide a preliminary description of the breach. The foregoing notice requirement shall be included in the subcontracts of any of Contractor’s subcontractors, affiliates or agents which may be “data collectors” hereunder.

The Contractor agrees to fully cooperate with the State and assume responsibility at its own expense for the following, to be determined in the sole discretion of the State: (i) notice to affected consumers if the State determines it to be appropriate under the circumstances of any

particular Security Breach, in a form recommended by the AGO; and (ii) investigation and remediation associated with a Security Breach, including but not limited to, outside investigation, forensics, counsel, crisis management and credit monitoring, in the sole determination of the State.

The Contractor agrees to comply with all applicable laws, as such laws may be amended from time to time (including, but not limited to, Chapter 62 of Title 9 of the Vermont Statutes and all applicable State and federal laws, rules or regulations) that require notification in the event of unauthorized release of personally-identifiable information or other event requiring notification.

In addition to any other indemnification obligations in this Contract, the Contractor shall fully indemnify and save harmless the State from any costs, loss or damage to the State resulting from a Security Breach or the unauthorized disclosure of State Data by the Contractor, its officers, agents, employees, and subcontractors.

4. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

4.1 General Representations and Warranties. The Contractor represents, warrants and covenants that:

- (i) The Contractor has all requisite power and authority to execute, deliver and perform its obligations under this Contract and the execution, delivery and performance of this Contract by the Contractor has been duly authorized by the Contractor.
- (ii) There is no pending litigation, arbitrated matter or other dispute to which the Contractor is a party which, if decided unfavorably to the Contractor, would reasonably be expected to have a material adverse effect on the Contractor's ability to fulfill its obligations under this Contract.
- (iii) The Contractor will comply with all laws applicable to its performance of the services and otherwise to the Contractor in connection with its obligations under this Contract.
- (iv) The Contractor (a) owns, or has the right to use under valid and enforceable agreements, all intellectual property rights reasonably necessary for and related to delivery of the services and provision of the services as set forth in this Contract; (b) shall be responsible for and have full authority to license all proprietary and/or third party software modules, including algorithms and protocols, that Contractor incorporates into its product; and (c) none of the services or other materials or technology provided by the Contractor to the State will infringe upon or misappropriate the intellectual property rights of any third party.
- (v) The Contractor has adequate resources to fulfill its obligations under this Contract.
- (vi) Neither Contractor nor Contractor's subcontractors has past state or federal violations, convictions or suspensions relating to miscoding of employees in NCCI job codes for purposes of differentiating between independent contractors and employees.

4.2 Contractor's Performance Warranties. Contractor represents and warrants to the State that:

- (i) Each and all of the services shall be performed in a timely, diligent, professional and skillful manner, in accordance with the highest professional or technical standards

applicable to such services, by qualified persons with the technical skills, training and experience to perform such services in the planned environment.

- (ii) Any time software is delivered to the State, whether delivered via electronic media or the internet, no portion of such software or the media upon which it is stored or delivered will have any type of software routine or other element which is designed to facilitate unauthorized access to or intrusion upon; or unrequested disabling or erasure of; or unauthorized interference with the operation of any hardware, software, data or peripheral equipment of or utilized by the State. Without limiting the generality of the foregoing, if the State believes that harmful code may be present in any software delivered hereunder, Contractor will, upon State's request, provide a new or clean install of the software. Notwithstanding the foregoing, Contractor assumes no responsibility for the State's negligence or failure to protect data from viruses, or any unintended modification, destruction or disclosure.
- (iii) To the extent Contractor resells commercial hardware or software it purchased from a third party, Contractor will, to the extent it is legally able to do so, pass through any such third party warranties to the State and will reasonably cooperate in enforcing them. Such warranty pass-through will not relieve the Contractor from Contractor's warranty obligations set forth herein.

5. REMEDIES FOR DEFAULT. In the event either party is in default under this Contract, the non-defaulting party may, at its option, pursue any or all of the remedies available to it under this Contract, including termination for cause, and at law or in equity.

6. TERMINATION

6.1. Contractor shall reasonably cooperate with other parties in connection with all services to be delivered under this Contract, including without limitation any successor provider to whom State Data, State Intellectual Property or other State information and materials are to be transferred in connection with termination. Contractor shall assist the State in exporting and extracting any and all State data, in a format usable without the use of the Services and as agreed to by State, at no additional cost. Any transition services requested by State involving additional knowledge transfer and support may be subject to a contract amendment for a fixed fee or at rates to be mutually agreed upon by the parties.

If the State determines in its sole discretion that a documented transition plan is necessary, then no later than sixty (60) days prior to termination, Contractor and the State shall mutually prepare a Transition Plan identifying transition services to be provided.

6.2. Return of Property. Upon termination of this Contract for any reason whatsoever, Contractor shall immediately deliver to State all State Intellectual Property and State Data (including without limitation any Deliverables for which State has made payment in whole or in part), that are in the possession or under the control of Contractor in whatever stage of development and form of recordation such State property is expressed or embodied at that time.

7. **DESTRUCTION OF STATE DATA.** At any time during the term of this Contract within thirty days of (i) the State's written request or (ii) termination or expiration of this Contract for any reason, Contractor shall securely dispose of all copies, whether in written, electronic or other form or media, of State Data according to National Institute of Standards and Technology (NIST) approved methods, and certify in writing to the State that such State Data has been disposed of securely. Further, upon the relocation of State Data, Contractor shall securely dispose of such copies from the former data location according to National Institute of Standards and Technology (NIST) approved methods and certify in writing to the State that such State Data has been disposed of securely. Contractor shall comply with all reasonable directions provided by the State with respect to the disposal of State Data.
8. **SOV Cybersecurity Standard Update 2023-01:** Contractor confirms that all products and services provided to or for the use of the State under this Agreement shall be in compliance with *State of Vermont Cybersecurity Standard 2023-01*, which prohibits the use of certain branded products in State information systems or any vendor system that is supporting State information systems, and is available on-line at:
<https://digitalservices.vermont.gov/cybersecurity/cybersecurity-standards-and-directives>

DRAFT

**ATTACHMENT E
BUSINESS ASSOCIATE AGREEMENT**

SOV SUBRECIPIENT: BURLINGTON CITY TREASURER

SOV AGREEMENT NO. 29000-26

AGREEMENT EFFECTIVE DATE: 07/01/2025

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 for Children and Families, Family Services Division** (“Covered Entity”) and Party identified in this Agreement as Contractor or Grantee above (“Business Associate”). This Agreement supplements and is made a part of the contract or grant (“Contract or Grant”) to which it is attached.

Covered Entity and Business Associate enter into this Agreement to comply with the 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 (HITECH), and any associated federal rules and regulations.

The parties agree as follows:

1. Definitions. All capitalized terms used but not otherwise defined in this Agreement have the meanings set forth in 45 CFR Parts 160 and 164 as amended by HITECH and associated federal rules and regulations. Terms defined in this Agreement are italicized. Unless otherwise specified, when used in this Agreement, defined terms used in the singular shall be understood if appropriate in their context to include the plural when applicable.

“*Agent*” means an *Individual* acting within the scope of the agency of the *Business Associate*, in accordance with the Federal common law of agency, as referenced in 45 CFR § 160.402(c) and includes Workforce members and *Subcontractors*.

“*Breach*” means the acquisition, Access, Use or Disclosure of *Protected Health Information (PHI)* which compromises the Security or privacy of the *PHI*, except as excluded in the definition of *Breach* in 45 CFR § 164.402.

“*Business Associate*” shall have the meaning given for “Business Associate” in 45 CFR § 160.103 and means Contractor or Grantee and includes its Workforce, *Agents* and *Subcontractors*.

“*Electronic PHI*” shall mean *PHI* created, received, maintained or transmitted electronically in accordance with 45 CFR § 160.103.

“*Individual*” includes a Person who qualifies as a personal representative in accordance with 45

CFR § 164.502(g).

“*Protected Health Information*” (“*PHI*”) shall have the meaning given in 45 CFR § 160.103, limited to the *PHI* created or received by *Business Associate* from or on behalf of Covered Entity.

“*Required by Law*” means a mandate contained in law that compels an entity to make a use or disclosure of *PHI* and that is enforceable in a court of law and shall have the meaning given in 45 CFR § 164.103.

“*Report*” means submissions required by this Agreement as provided in section 2.3.

“*Security Incident*” means the attempted or successful unauthorized Access, Use, Disclosure, modification, or destruction of Information or interference with system operations in an Information System relating to *PHI* in accordance with 45 CFR § 164.304.

“*Services*” includes all work performed by the *Business Associate* for or on behalf of Covered Entity that requires the Use and/or Disclosure of *PHI* to perform a *Business Associate* function described in 45 CFR § 160.103.

“*Subcontractor*” means a Person to whom *Business Associate* delegates a function, activity, or service, other than in the capacity of a member of the workforce of such *Business Associate*.

“*Successful Security Incident*” shall mean a *Security Incident* that results in the unauthorized Access, Use, Disclosure, modification, or destruction of information or interference with system operations in an Information System.

“*Unsuccessful Security Incident*” shall mean a *Security Incident* such as routine occurrences that do not result in unauthorized Access, Use, Disclosure, modification, or destruction of information or interference with system operations in an Information System, such as: (i) unsuccessful attempts to penetrate computer networks or services maintained by *Business Associate*; and (ii) immaterial incidents such as pings and other broadcast attacks on *Business Associate's* firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above with respect to *Business Associate's* Information System.

“*Targeted Unsuccessful Security Incident*” means an *Unsuccessful Security Incident* that appears to be an attempt to obtain unauthorized Access, Use, Disclosure, modification or destruction of the Covered Entity's *Electronic PHI*.

2. Contact Information for Privacy and Security Officers and Reports.

2.1 *Business Associate* shall provide, within ten (10) days of the execution of this Agreement, written notice to the Contract or Grant manager the names and contact information of both the HIPAA Privacy Officer and HIPAA Security Officer of the *Business Associate*. This information must be updated by *Business Associate* any time

these contacts change.

2.2 Covered Entity's HIPAA Privacy Officer and HIPAA Security Officer contact information is posted at: <https://humanservices.vermont.gov/rules-policies/health-insurance-portability-and-accountability-act-hipaa>

2.3 *Business Associate* shall submit all *Reports* required by this Agreement to the following email address: AHS.PrivacyAndSecurity@vermont.gov

3. Permitted and Required Uses/Disclosures of PHI.

3.1 Subject to the terms in this Agreement, *Business Associate* may Use or Disclose *PHI* to perform *Services*, as specified in the Contract or Grant. Such Uses and Disclosures are limited to the minimum necessary to provide the *Services*. *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* and only in compliance with applicable laws and regulations.

3.2 *Business Associate* may make *PHI* available to its Workforce, *Agent* and *Subcontractor* who need Access to perform *Services* as permitted by this Agreement, provided that *Business Associate* makes them aware of the Use and Disclosure restrictions in this Agreement and binds them to comply with such restrictions.

3.3 *Business Associate* shall be directly liable under HIPAA for impermissible Uses and Disclosures of *PHI*.

4. Business Activities. *Business Associate* may Use *PHI* if necessary for *Business Associate's* proper management and administration or to carry out its legal responsibilities. *Business Associate* may Disclose *PHI* for *Business Associate's* proper management and administration or to carry out its legal responsibilities if a Disclosure is *Required by Law* or if *Business Associate* obtains reasonable written assurances via a written agreement from the Person to whom the information is to be Disclosed that such *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 the Agreement requires the Person to notify *Business Associate*, within five (5) business days, in writing of any *Breach* of Unsecured *PHI* of which it is aware. Such Uses and Disclosures of *PHI* must be of the minimum amount necessary to accomplish such purposes.

5. Electronic PHI Security Rule Obligations.

5.1 With respect to *Electronic PHI*, *Business Associate* shall:

a) Implement and use Administrative, Physical, and Technical Safeguards in compliance

with 45 CFR sections 164.308, 164.310, and 164.312;

b) Identify in writing upon request from Covered Entity all the safeguards that it uses to protect such *Electronic PHI*;

c) Prior to any Use or Disclosure of *Electronic PHI* by an *Agent* or *Subcontractor*, ensure that any *Agent* or *Subcontractor* to whom it provides *Electronic PHI* agrees in writing to implement and use Administrative, Physical, and Technical Safeguards that reasonably and appropriately protect the Confidentiality, Integrity and Availability of *Electronic PHI*. 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*, and be provided to Covered Entity upon request;

d) Report in writing to Covered Entity any *Successful Security Incident* or *Targeted Unsuccessful Security Incident* as soon as it becomes aware of such incident and in no event later than five (5) business days after such awareness. Such *Report* shall be timely made notwithstanding the fact that little information may be known at the time of the *Report* and need only include such information then available;

e) Following such *Report*, provide Covered Entity with the information necessary for Covered Entity to investigate any such incident; and

f) Continue to provide to Covered Entity information concerning the incident as it becomes available to it.

5.2 Reporting *Unsuccessful Security Incidents*. *Business Associate* shall provide Covered Entity upon written request a *Report* that: (a) identifies the categories of *Unsuccessful Security Incidents*; (b) indicates whether *Business Associate* believes its current defensive security measures are adequate to address all *Unsuccessful Security Incidents*, given the scope and nature of such attempts; and (c) if the security measures are not adequate, the measures *Business Associate* will implement to address the security inadequacies.

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

6. **Reporting and Documenting Breaches.**

6.1 *Business Associate* shall *Report* to Covered Entity any *Breach* of *Unsecured PHI* as soon as it, or any Person to whom *PHI* is disclosed under this Agreement, becomes aware of any such *Breach*, and in no event later than five (5) business days after such awareness, except when a law enforcement official determines that a notification would impede a criminal investigation or cause damage to national security. Such *Report* shall

be timely made notwithstanding the fact that little information may be known at the time of the *Report* and need only include such information then available.

6.2 Following the *Report* described in 6.1, *Business Associate* shall conduct a risk assessment and provide it to Covered Entity with a summary of the event. *Business Associate* shall provide Covered Entity with the names of any *Individual* 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 *Individual*, as set forth in 45 CFR § 164.404(c). Upon request by Covered Entity, *Business Associate* shall provide 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.

6.3 When *Business Associate* determines that an impermissible acquisition, Access, Use or Disclosure of *PHI* for which it is responsible is not a *Breach*, and therefore does not necessitate notice to the impacted *Individual*, it shall document its assessment of risk, conducted as set forth in 45 CFR § 402(2). *Business Associate* shall make its risk assessment available to Covered Entity upon request. It shall include 1) the name of the person making the assessment, 2) a brief summary of the facts, and 3) a brief statement of the reasons supporting the determination of low probability that the *PHI* had been compromised.

7. **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*. *Business Associate* shall make its mitigation and corrective action plans available to Covered Entity upon request.

8. **Providing Notice of Breaches.**

8.1 If Covered Entity determines that a *Breach* of *PHI* for which *Business Associate* was responsible, and if requested by Covered Entity, *Business Associate* shall provide notice to the *Individual* whose *PHI* has been the subject of the *Breach*. When so requested, *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. *Business Associate* shall be responsible for the cost of notice and related remedies.

8.2 The notice to affected *Individuals* shall be provided as soon as reasonably possible and in no case later than sixty (60) calendar days after *Business Associate* reported the *Breach* to Covered Entity.

8.3 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).

8.4 *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.

9. **Agreements with Subcontractors.** *Business Associate* shall enter into a Business Associate Agreement with any *Subcontractor* to whom it provides *PHI* to require compliance with HIPAA and to ensure *Business Associate* and *Subcontractor* comply with the terms and conditions of this Agreement. *Business Associate* must enter into such written agreement before any Use by or Disclosure of *PHI* to such *Subcontractor*. 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 it enters into with a *Subcontractor* to Covered Entity upon request. *Business Associate* may not make any Disclosure of *PHI* to any *Subcontractor* without prior written consent of Covered Entity.
10. **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 five (5) 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*.
11. **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 five (5) 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*.
12. **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 five (5) business days, *Business Associate* shall forward to Covered Entity for handling any accounting request that *Business Associate* directly receives from an *Individual*.

13. **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* available to the Secretary of Health and Human Services (HHS) 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.

14. **Termination.**

14.1 This Agreement commences on the Effective Date and shall remain in effect until terminated by Covered Entity or until all the *PHI* is destroyed or returned to Covered Entity subject to Section 18.8.

14.2 If *Business Associate* fails to comply with any material term of this Agreement, Covered Entity may provide an opportunity for *Business Associate* to cure. If *Business Associate* does not cure within the time specified by Covered Entity or if Covered Entity believes that cure is not reasonably possible, Covered Entity may immediately terminate the Contract or Grant without incurring liability or penalty for such termination. If neither termination nor cure are feasible, Covered Entity shall report the breach to the Secretary of HHS. Covered Entity has the right to seek to cure such failure by *Business Associate*. Regardless of whether Covered Entity cures, it retains any right or remedy available at law, in equity, or under the Contract or Grant and *Business Associate* retains its responsibility for such failure.

15. **Return/Destruction of PHI.**

15.1 *Business Associate* in connection with the expiration or termination of the Contract or Grant shall return or destroy, at the discretion of the Covered Entity, *PHI* 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 *PHI*. *Business Associate* shall certify in writing and report to 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.

15.2 *Business Associate* shall report to Covered Entity any conditions that *Business Associate* believes make the return or destruction of *PHI* infeasible. *Business Associate* shall extend the protections of this Agreement to such *PHI* and limit further Uses and

Disclosures to those purposes that make the return or destruction infeasible for so long as *Business Associate* maintains such *PHI*.

16. **Penalties.** *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.
17. **Training.** *Business Associate* understands its obligation to comply with the law and shall provide appropriate training and education to ensure compliance with this Agreement. If requested by Covered Entity, *Business Associate* shall participate in Covered Entity's training regarding the Use, Confidentiality, and Security of *PHI*; however, participation in such training shall not supplant nor relieve *Business Associate* of its obligations under this Agreement to independently assure compliance with the law and this Agreement.
18. **Miscellaneous.**
- 18.1 In the event of any conflict or inconsistency between the terms of this Agreement and the terms of the Contract or Grant, the terms of this Agreement shall govern with respect to its subject matter. Otherwise, the terms of the Contract or Grant continue in effect.
- 18.2 Each party shall cooperate with the other party to amend this Agreement from time to time as is necessary for such party to comply with the Privacy Rule, the Security Rule, or any other standards promulgated under HIPAA. This Agreement may not be amended, except by a writing signed by all parties hereto.
- 18.3 Any ambiguity in this Agreement shall be resolved to permit the parties to comply with the Privacy Rule, Security Rule, or any other standards promulgated under HIPAA.
- 18.4 In addition to applicable Vermont law, the parties shall rely on applicable federal law (e.g., HIPAA, the Privacy Rule, Security Rule, and HITECH) in construing the meaning and effect of this Agreement.
- 18.5 *Business Associate* shall not have or claim any ownership of *PHI*.
- 18.6 *Business Associate* shall abide by the terms and conditions of this Agreement with respect to all *PHI* 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.
- 18.7 *Business Associate* is prohibited from directly or indirectly receiving any remuneration in exchange for an *Individual's PHI*. *Business Associate* will refrain from marketing activities that would violate HIPAA, including specifically Section 13406 of the HITECH Act. *Reports* or data containing *PHI* may not be sold without Covered

Entity's or the affected Individual's written consent.

18.8 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 12 survives the expiration or termination of this Agreement with respect to accounting requests, if any, made after such expiration or termination.

Rev. 05/22/2020

DRAFT

ATTACHMENT F

AGENCY OF HUMAN SERVICES' CUSTOMARY CONTRACT/GRANT PROVISIONS

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

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

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

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

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

Federal Medicaid System Security Requirements Compliance: Party shall provide a security plan, risk assessment, and security controls review document within three months of the start date of this Agreement (and update it annually thereafter) in order to support audit compliance with 45 CFR 95.621 subpart F, *ADP System Security Requirements and Review Process*.

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

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

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

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

5. **Non-Discrimination:**

Party shall not discriminate, and will prohibit its employees, agents, subcontractors, sub-grantees and other service providers from discrimination, on the basis of age under the Age Discrimination Act of 1975, on the basis of handicap under section 504 of the Rehabilitation Act of 1973, on the basis of sex under Title IX of the Education Amendments of 1972, and on the basis of race, color or national origin under Title VI of the Civil Rights Act of 1964. Party shall not refuse, withhold from or deny to any person the benefit of services, facilities, goods, privileges, advantages, or benefits of public accommodation on the basis of disability, race, creed, color, national origin, marital status, sex, sexual orientation or gender identity as provided by Title 9 V.S.A. Chapter 139.

No person shall on the grounds of religion or on the grounds of sex (including, on the grounds that a woman is pregnant), be excluded from participation in, be denied the benefits of, or be subjected to discrimination, to include sexual harassment, under any program or activity supported by State of Vermont and/or federal funds.

Party further shall comply with the non-discrimination requirements of Title VI of the Civil Rights Act of 1964, 42 USC Section 2000d, et seq., and with the federal guidelines promulgated pursuant to Executive Order 13166 of 2000, requiring that contractors and subcontractors receiving federal funds assure that persons with limited English proficiency can meaningfully access services. To the extent Party provides assistance to individuals with limited English proficiency through the use of oral or written translation or interpretive services, such individuals cannot be required to pay for such services.

6. **Employees and Independent Contractors:**

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

7. **Data Protection and Privacy:**

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

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

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

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

Data Breaches: The notice required under the Use and Protection of State Information terms of Attachment C shall be provided to the Agency of Digital Services Chief Information Security Officer. <https://digitalservices.vermont.gov/about-us/contacts>. Party shall in addition comply with any other data breach notification requirements required under federal or state law or Attachment E.

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

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

care license or registration from the Division of Child Development, Department for Children and Families). See 33 V.S.A. §4919(a)(3) and 33 V.S.A. §6911(c)(3).

Reporting of Abuse, Neglect, or Exploitation. Consistent with provisions of 33 V.S.A. §4913(a) and §6903, Party and any of its agents or employees who, in the performance of services connected with this agreement, (a) is a caregiver or has any other contact with clients and (b) has reasonable cause to believe that a child or vulnerable adult has been abused or neglected as defined in Chapter 49 or abused, neglected, or exploited as defined in Chapter 69 of Title 33 V.S.A. shall: as to children, make a report containing the information required by 33 V.S.A. §4914 to the Commissioner of the Department for Children and Families within 24 hours; or, as to a vulnerable adult, make a report containing the information required by 33 V.S.A. §6904 to the Division of Licensing and Protection at the Department of Disabilities, Aging, and Independent Living within 48 hours. Party will ensure that its agents or employees receive training on the reporting of abuse or neglect to children and abuse, neglect or exploitation of vulnerable adults.

9. **Information Technology Systems:**

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

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

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

first developed for the State, all the work shall be considered "work for hire," i.e., the State, not the Party (or subcontractor or sub-grantee), shall have full and complete ownership of all software computer programs, documentation and/or source codes developed.

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

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

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

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

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

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

10. **Other Provisions:**

Environmental Tobacco Smoke. Public Law 103-227 (also known as the Pro-Children Act of 1994) and Vermont's Act 135 (2014) (An act relating to smoking in lodging establishments, hospitals, and child care facilities, and on State lands) restrict the use of tobacco products in certain settings. Party shall ensure that no person is permitted: (i) to use tobacco products or tobacco substitutes as defined in 7 V.S.A. § 1001 on the premises, both indoor and outdoor, of any licensed child care center or afterschool program at any time; (ii)

to use tobacco products or tobacco substitutes on the premises, both indoor and in any outdoor area designated for child care, health or day care services, kindergarten, pre-kindergarten, elementary, or secondary education or library services; and (iii) to use tobacco products or tobacco substitutes on the premises of a licensed or registered family child care home while children are present and in care. Party will refrain from promoting the use of tobacco products for all clients and from making tobacco products available to minors.

Failure to comply with the provisions of the federal law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. The federal Pro-Children Act of 1994, however, does not apply to portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where Women, Infants, & Children (WIC) coupons are redeemed.

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

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

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

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

AHS ATT. F 6/19/2024

**APPENDIX 1
PROGRAM PROGRESS REPORT
Example, please use the one provided by the State**

FORM A: PROGRAM PROGRESS REPORT

Contractor:		Contract Number:	
Report Period			
Report Prepared By:		E-Mail:	Date:

COMPLETE THIS FORM FOR THE CURRENT REPORTING PERIOD, BY PROVIDING A SHORT, DETAILED NARRATIVE. PLEASE USE THE HEADERS AND NUMBERS AS YOUR OUTLINE. YOU MAY ATTACH ADDITIONAL SHEETS.

1. Give an update on your program:
 - (a) Challenges/Barriers:
 - (b) Successes:
 - (c) Trends:
 - (d) Concerns about finances?

2. Give an update of your relationship with the local DCF office:
 - (a) Success:
 - (b) Challenges/Barriers:
 - (c) Adherence to Roles and Responsibilities:
 - (d) Date of quarterly meeting: _____

3. Give an update on any community outreach/prevention efforts:
 - (a) What was the event/activity?
 - (b) What was the goal of the event/activity?
 - (c) Number of participants?
 - (d) Describe thoughts about future events of this nature, would you do it again? If not why

4. Give an update on training or educational opportunities provided to staff.

5. Please share a success story.

6. Other: If you would like to address anything that is not included on this report form, please do so.

This form to be submitted electronically quarterly to the following:

- Amelia Harriman, Juvenile Justice Director Amelia.Harriman@vermont.gov
- Grants and Contracts Manager, ahs.dcfbograntscontracts@vermont.gov
- Your local DCF District Director

**APPENDIX 2
PROGRAM DATA REPORT**

Example, please use the one provided by the State

Form B: BARJ Data Reporting Form

Provider:

District:

	Quarterly				
	07/01/2025 - 9/30/2025	10/1/2025 - 12/31/2025	1/1/2026 - 3/31/2026	4/1/2026 - 6/30/2026	Total
Open Cases at Start of Quarter		#VALUE!	#VALUE!	#VALUE!	#VALUE!
New At Risk Youth Referrals During Qtr	0	0	0	0	0
New Adjudicated Youth Referrals During Qtr	0	0	0	0	0
New Truancy Referrals During Qtr	0	0	0	0	0
New Youthful Offender Referrals During Quarter	0	0	0	0	0
New Pre-Charge Youth Referrals During Quarter	0	0	0	0	0
Court Referred Youth Referrals During Quarter	0	0	0	0	0
Cases Transferred During Qtr	0	0	0	0	0
Cases Closed Successfully During Qtr	0	0	0	0	0
Cases Closed Unsuccessfully During Qtr	0	0	0	0	0
Caseload Total	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!
# of Restorative Processes Convened	#N/A	#N/A	#N/A	#N/A	#N/A
# of Youth Who Successfully Completed Restorative Process	0	0	0	0	0
Community Service/Service Learning Hours Completed	#N/A	#N/A	#N/A	#N/A	#N/A
# of Victims Involved Impacted by the Offense	0	0	0	0	0
# of Victims Participated in Restorative Process	0	0	0	0	0
Hours of Case Management	#N/A	#N/A	#N/A	#N/A	#N/A
Hours of Restorative Classes/Skill Development	#N/A	#N/A	#N/A	#N/A	#N/A
# of YASI Pre-Screens	0	0	0	0	0
Hours of Staff Training	0	0	0	0	0
Hours of Community Outreach/Prevention Activities	0	0	0	0	0
# of Mental Health or Substance Use Referrals by BARJ Case Manager	0	0	0	0	0
# of Truancy Referrals with Improved School Attendance	0	0	0	0	0
# of Youth With No New Criminal Charge While Participating in Program	0	0	0	0	0
# of Youth With Increase In Protective Factors As Outlined By YASI	0	0	0	0	0
# of Youth Served Who Were Female	0	0	0	0	0
# of Youth Served Who Were Male	0	0	0	0	0
# of Youth Served Who Were Non-Binary	0	0	0	0	0
# of Youth Served Who Choose Not to Answer Gender	0	0	0	0	0
# of Youth Served Who Were Hispanic or Latino	0	0	0	0	0
# of Youth Served Who Were Not Hispanic or Latino	0	0	0	0	0
# of Youth Served Whose Ethnicity is Unknown	0	0	0	0	0
# of Youth Served Who Were Asian	0	0	0	0	0
# of Youth Served Who Were Black or African-American	0	0	0	0	0
# of Youth Served Who Were American Indian or Alaskan Native	0	0	0	0	0
# of Youth Served Who Were Native Hawaiiin or Other Pacific Islander	0	0	0	0	0
# of Youth Served Who Were White	0	0	0	0	0
# of Youth Served Who Reported More Than One Race	0	0	0	0	0
# of Youth Served Who Choose Not to Answer Race	0	0	0	0	0

APPENDIX 3
REQUEST FOR PAYMENT
 Example, please use the one provided by the State

STATE OF VERMONT – DEPT. FOR CHILDREN AND FAMILIES
PAYMENT REQUEST FORM

Supplier Name:

Supplier Address:

Grant Number:

Reporting Period: Request #: Final Invoice? YES NO

1. Grant Award Total / Maximum Payable:	<input type="text"/>
---	----------------------

2a. Payments received prior to current reporting period:	<input type="text"/>
2b. Payments received during this reporting period:	<input type="text"/>
2c. Payments in transit (requested but not yet received):	<input type="text"/>
2d. TOTAL PAYMENTS TO DATE (2a + 2b + 2c):	\$ 0.00

3a. Expenditures reported prior to current reporting period:	<input type="text"/>
3b. Expenditures during current reporting period:	<input type="text"/>
3c. TOTAL EXPENDITURES TO DATE (3a + 3b):	\$ 0.00

4. TOTAL ON HAND (2d – 3c):	\$ 0.00
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5. REQUEST AMOUNT:	<input type="text"/>
--------------------	----------------------

GRANT BALANCE:	\$ 0.00
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Supplier Approval:

 Title:

- My signature certifies:
- I am authorized to approve this Payment Request form on behalf of the Supplier listed above.
 - The reported expenditures have been spent on allowable activities and purposes in accordance with the executed grant agreement.
 - Any source document(s) requested by the State of Vermont on which this invoice is based will be produced.

Program Manager Approval:

- My signature certifies:
- I am authorized to approve this Payment Request form on behalf of the DCF division of which this grant initiated from.
 - Required services have been rendered and programmatic requirements have been met for this reporting period.
 - Required program reports and/or data reports as outlined in the executed grant agreement have been received.

STATE OF VERMONT DEPARTMENT FOR CHILDREN AND FAMILIES

STANDARD GRANT AGREEMENT

Burlington City Treasurer

AGREEMENT #03440-29000-26

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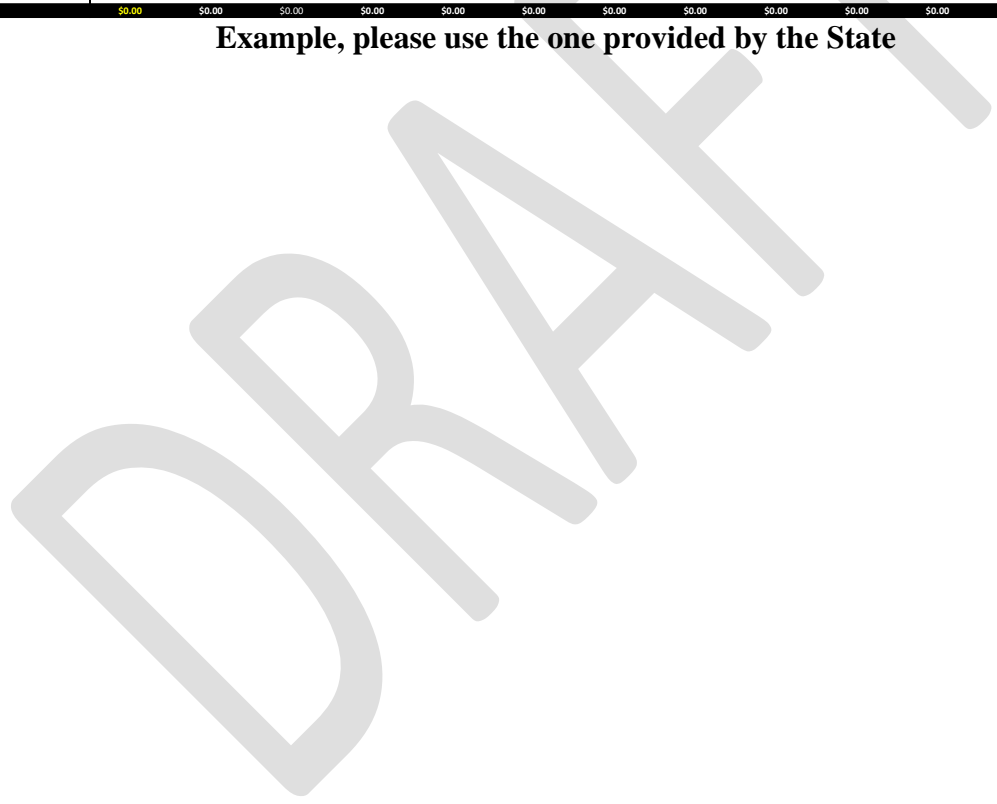
APPENDIX 4
FINANCIAL REPORT

State of Vermont, Department for Children and Families
Financial Expenditure Report for Grant Activities

Grant #:

Positions funded in part or whole by this agreement:	SFY26 Budgeted	SFY26 Balance	SFY26 Expended	JUL-25	AUG-25	SEP-25	OCT-25	NOV-25	DEC-25	JAN-26	FEB-26	MAR-26	APR-26	MAY-26	JUN-26
		\$0.00	\$0.00												
		\$0.00	\$0.00												
		\$0.00	\$0.00												
		\$0.00	\$0.00												
		\$0.00	\$0.00												
		\$0.00	\$0.00												
		\$0.00	\$0.00												
Total Salaries	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Fringe		\$0.00	\$0.00												
A. TOTAL PERSONNEL EXPENSES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Operating expenses directly related to contract activities:															
	SFY26 Budgeted	SFY26 Balance	SFY26 Expended	JUL-25	AUG-25	SEP-25	OCT-25	NOV-25	DEC-25	JAN-26	FEB-26	MAR-26	APR-26	MAY-26	JUN-26
		\$0.00	\$0.00												
		\$0.00	\$0.00												
		\$0.00	\$0.00												
		\$0.00	\$0.00												
		\$0.00	\$0.00												
		\$0.00	\$0.00												
B. TOTAL OPERATING	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL DIRECT EXPENSES (A+B)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
C. INDIRECT COSTS		\$0.00	\$0.00												
TOTAL EXPENSES (A+B+C)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Example, please use the one provided by the State





MEMORANDUM

To: Burlington Board of Finance and City Council
From: Darren Springer, General Manager
Date: 9/8/2025 and 9/29/2025
Subject: **Street Light Tariff Update**

Introduction

Burlington Electric Department (“BED”) is seeking Board of Finance and City Council approval to file with the Vermont Public Utility Commission (PUC) the documents needed to update our municipal Street Lighting tariff to accommodate billing for the use of security cameras requested by Burlington Police Department and parking ban lights for the City. Currently such uses would require prohibitively expensive individual metering under the tariff. BED proposes instead, with the requested tariff update, to establish a per month charge for municipal use of a camera or parking ban light, and use the data from a small number of meters to monitor our consumption assumptions and provide for accurate system loss calculations. For cameras, this is how we bill and monitor the consumption of street lights (both street lights and 24/7 cameras have predictable hours of operation and known wattages). In the case of parking ban lights, the consumption is so low as to make detailed energy metering and billing unreasonable, but monitoring of use will still occur via a few representative meters.

BED has also taken the opportunity to make update other portions of the tariff to reflect current business practices.

A redlined copy of the Street Lighting tariff is attached to this memo. BED staff will be present at Board of Finance on 9.8.25 and the 9.29.25 Council meeting to answer any questions.

PLEASE NOTE: The rates shown in the proposed tariff are based on BED’s currently approved rates without the 4.5% surcharge that went into effect on bills rendered after September 1, 2025. This proposed tariff, if approved, would be subject to that 4.5% surcharge while the FY26 rate case is pending at the PUC, and the proposed tariff would ultimately be increased by 4.5% after the FY26 rate filing is approved. The 4.5% rate change is subject to PUC review and approval and could be approved at different level than the 4.5% proposed.



Streetlight Tariff Filing Motions

Board of Finance: To approve and recommend that the City Council authorize the General Manager of the Burlington Electric Department or their designee to file the updated Street Lighting tariff with the Vermont Public Utility Commission and to take such actions as may be needed to secure its approval.

City Council: To approve and authorize the General Manager of the Burlington Electric Department or their designee to file the updated street lighting tariff with the Vermont Public Utility Commission and to take such actions as may be needed to secure its approval.



**Burlington Electric Department
Tariff Sheets**

**Effective August 1, 2024, for bills rendered on and after September 1, 2024
Effective date TBD (upon Public Utility Commission approval)**

**STREET LIGHTING (SL) RATE
(SL Page 1 of 2)**

Availability

For Burlington Electric Department (BED-)-owned municipal street lighting and city-owned parking ban lights on city-accepted streets ~~and, municipally owned security cameras, and privately owned~~ overhead lighting illuminating private property where such lighting is not metered as a portion of the load served under another BED tariff.

Character of Service

Unmetered alternating current, 60 Hertz, single phase, at nominal voltages of 120, 120/240, or 277 volts.

~~Standard street and area lighting service entails providing, operating, and maintaining standard dusk to dawn street luminaires fed from overhead distribution lines.~~

~~BED will own and maintain all poles and luminaires served under this tariff and reserves the right to approve or deny individual fixture choices that differ from those typically stocked.~~

Parking ban lights and security cameras will be fed by existing distribution lines, or by new distribution line extensions (where required) installed at customer expense.

For BED-owned municipal street lighting and private area lighting, BED will maintain all poles, luminaires, conductors, conduits, and all associated materials served under this tariff. For all other uses, BED will maintain BED-owned poles, conductors, conduits, and all associated materials served under this tariff (but not the parking ban lights, security cameras, or any conductors and/or conduits between the customer owned device(s) and BED’s first secondary connection point on the pole or in the underground system).

Monthly ~~Bill~~Rate

Standard Rates per Luminaire (LED wattages not shown below will be charged at the rate of the LED fixture closest in watts) or Device

<u>Nominal Luminaire Wattage or Device Type</u>	<u>Assumed Luminaire Wattage with Ballast</u>	<u>Bulb Type Luminaire Bulb Type</u>	<u>\$/Month</u>
100	117	Mercury Vapor	\$ 11.94
175	205	Mercury Vapor	\$ 16.10
250	292	Mercury Vapor	\$ 21.88
400	453	Mercury Vapor	\$ 30.76

Approved: ~~May 1, 2025, by Public Utility Commission in Case # 24 1848 TF~~

For further information, see BED's Operating Guidelines



**Burlington Electric Department
Tariff Sheets**

**Effective August 1, 2024, for bills rendered on and after September 1, 2024
Effective date TBD (upon Public Utility Commission approval)**

100	119	Metal Halide	\$ 15.35
175	206	Metal Halide	\$ 19.26
250	288	Metal Halide	\$ 24.20
400	450	Metal Halide	\$ 33.59
70	99	High Pressure Sodium	\$ -11.00
100	136	High Pressure Sodium	\$ -12.94
150	195	High Pressure Sodium	\$ 16.06
250	305	High Pressure Sodium	\$ 23.44
400	466	High Pressure Sodium	\$ 32.47
189	189	Incandescent	\$ 20.68
40	44	LED	\$ 12.00
65	72	LED	\$ 14.58
90	100	LED	\$ 16.81
120	133	LED	\$ 21.34
150	170	LED	\$ 25.40
180	204	LED	\$ 29.48
<u>Security Camera</u>	<u>N/A</u>	<u>N/A</u>	<u>\$ 13.39</u>
<u>Parking Ban Light</u>	<u>80</u>	<u>N/A</u>	<u>\$ 0.42</u>

(SL Page 2 of 2)

Terms and Conditions

- 1) New or additional service required distribution lines installed under this tariff for any use must be reviewed and approved in advance by BED to insure that requested facilities comply with current BED engineering standards. For parking ban light and security camera installations, all electrical work not owned by BED must comply with all applicable National Electrical Code (NEC) standards and any City permitting requirements.
- 2) New BED-owned municipal street lighting installations shall meet the recommendations of the Illuminating Engineering Society of North America (~~IESNA~~)-IES-NA). Any new street lighting installations on city streets or on new streets that will become accepted city streets shall meet these recommendations as detailed in the latest version of the ~~IESNA~~IES-NA Lighting Handbook. Lighting levels for illuminating private property will be as requested by the customer subject to BED approval.
- 3) For decorative BED-owned municipal street lighting, the customer must make a contribution in aid of construction, in advance, to cover ~~incremental costs~~ the cost for the installation of requested facilities ~~such as decorative fixtures that are in excess of \$651 per installed luminaire (the luminaire being defined as all hardware required at the location except above the cost of BED's standard design costs for municipal street lighting for a pole). If a requested lighting service requires setting a dedicated poles~~ similar non-decorative fixture.

Approved: ~~May 1, 2025, by Public Utility Commission in Case # 24-1848 TF~~

For further information, see BED's Operating Guidelines



Burlington Electric Department
Tariff Sheets

Effective August 1, 2024, for bills rendered on and after September 1, 2024
Effective date TBD (upon Public Utility Commission approval)

- ~~2)4)~~ For new parking ban lights and security cameras, the customer shall pay must make a contribution in aid of construction, in advance equal to the cost of installing that pole. Excess costs may optionally be financed over 60 months in accordance with BED's Lending Policy, to cover the cost of extending the existing or constructing a new distribution line.
- ~~3)~~ The customer may be required to enter into a contract with a minimum term of 5 years for any new or additional lighting facilities.
- ~~5)~~ BED no longer accepts new applications for or alterations to pre-existing overhead lighting illuminating private property where such lighting is not metered as a portion of the load served under another BED tariff.
- ~~4)6)~~ Lighting service shall be provided from dusk to dawn as controlled locally by photocells. Service for parking ban lights and security cameras will be provided all hours.
- ~~5)7)~~ For purposes of computing billed energy for BED-owned municipal street lighting, the following burning hours will be have been assumed:

Month	Burning Hours
January	456
February	379
March	374
April	316
May	285
June	255
July	274
August	310
September	344
October	403
November	432
December	468

Approved: ~~May 1, 2025, by Public Utility Commission in Case # 24-1848-TF~~

For further information, see BED's Operating Guidelines

Board of Finance and City Council Submission Checklist

Version: April 2025

Department: Burlington Electric Submitter: Darren Springer

Title/Subject: Streetlight Tariff Update

Approval Requested:	Meeting Date:
<input checked="" type="checkbox"/> Board of Finance	9/8/2025
<input checked="" type="checkbox"/> City Council	9/29/2025
<input type="checkbox"/> Both BOF and Council	Click or tap to enter a date.

Instructions

1. This form must be completed by the person submitting the materials.
2. This form must be sent with the final submission of materials in advance of the meeting.
3. Do not indicate that a sign-off was received until it has actually been obtained.
4. Commission reports and presentations do not need to be reviewed by the CAO or Attorneys.
5. Name the reviewing Attorney or HR Manager in the Note column.

Signoff Needed	Received?	Approval Date	Note
Department Head	Yes	9/2/2025	Darren Springer
Mayor's Office	Yes	9/4/2025	Erin Jacobsen
Board/Commission	N/A	9/10/2025	Electric Commission
City Attorney's Office for memo and contracts or legal documents	N/A	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office for memo and motion(s) or resolution(s)	Yes	9/2/2025	Jessica Brown, motions included
CAO for budget, financing, and memo	Yes	9/3/2025	Katherine Schad
Human Resources, if personnel action or policy	N/A	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if IT-related	N/A	Click or tap to enter a date.	Click or tap here to enter text.



Office of Mayor Emma Mulvaney-Stanak

149 CHURCH STREET • BURLINGTON, VT 05401 • (802) 865-7272

MEMORANDUM

From: Theresa Vezina, Special Assistant, OPC Implementation

CC: Mayor Emma Mulvaney-Stanak

Erin Jacobsen, Chief of Staff

Joe Magee, Deputy Chief of Staff

Katherine Schad, CAO

Erik Ramakrishna, Asst. City Attorney

Date: Sept. 4, 2025

Subject: Seeking authorization to accept Grant #03420-01613 Overdose Prevention Center (OPC) Pilot Grant Funding from the Vermont Department of Health to develop and implement a fixed-site OPC in Burlington and administer subaward/s to the qualified and approved OPC Provider.

Request:

The Mayor's Office is requesting Board of Finance and City Council approval to accept \$2,200,000 in State Fiscal Year (SFY)25 and SFY26 grant funds from the State of Vermont, Department of Substance Use Programs (DSUP) and authorization for the Mayor or her designee to execute all documents necessary to accept the funding. The above referenced grant agreement is to support the development and implementation of an Overdose Prevention Center (OPC) in fidelity with [Vermont Act 178](#) and [Vermont's Overdose Prevention Center Operating Guidelines](#). Per [Vermont Act 178](#), this agreement will provide funding to the City of Burlington (Grantee) for the development and implementation of a fixed-site OPC in Burlington.

Background:

Over the past 25 years, drug-related deaths in the United States have risen dramatically, fueled by the over-prescription of opioids and misleading claims from pharmaceutical companies. The opioid crisis has touched nearly every community, and many families have lost loved ones to overdose.

According to the CDC, drug-related deaths increased tenfold between 1999 and 2022. In 2022 alone, more than 108,000 Americans died from overdose. Vermont has not been spared—VDH reports that in 2024, Chittenden County recorded an opioid overdose death rate of 26.6 per 100,000 residents.

Overdose Prevention Centers (OPCs) are facilities that offer harm reduction and health services to people who use drugs. These include treatment referrals, health supports, and supervised spaces for consumption that reduce the risk of death and disease. Like syringe service programs, OPCs also help prevent the spread of HIV, hepatitis, and other bloodborne illnesses.



Office of Mayor Emma Mulvaney-Stanak

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The goal of an OPC is simple - to prevent fatal overdoses and keep people safer while connecting them to care through low barrier, embedded health services and connection to treatment and other supports when they are ready. The OPC will center basic human needs and integration of a myriad of social services through collaboration and community connections.

As previously discussed with the City Council, it is the City's intention to enter into a sub-award agreement with Vermonters for Criminal Justice Reform (VCJR) as the provider of OPC services, and to work collaboratively on implementation.

Funding for the Overdose Prevention Center

In 2024, the Vermont Legislature passed Act 178, which authorized OPCs and allocated \$1.1 million for the City of Burlington to establish a pilot program, and with the intention of appropriating additional funds through SFY2028. The City has been awarded SFY25 and SFY26 allocations totaling \$2.2 million in a multiyear contract for FY26 & FY27.

In February 2025, the City sought letters of interest from organizations to operate the OPC, and the City selected an experienced and capable community harm reduction provider, Vermonters for Criminal Justice Reform (VCJR) to partner with the City on this monumental pilot project. Together we will work through the crucial planning phase and required implementation activities with the shared goal of opening the states first OPC. VCJR will hold the ultimately responsibility for proper operations of the Center and agrees to adhere to the City Council approved plan and th contractual agreements as a sub recipient of the City of Burlington OPC Project.

The City, as the primary grantee, is responsible for supporting its subgrantees and ensuring compliance with all grant requirements. The City is committed to implementing this project with thoughtfulness, transparency, and a community-centered approach. It will act as a collaborative partner while fully meeting all requirements of the State of Vermont.

Next Steps

- Sign Grant Agreement with the Dept. Of Health
- Submit Q1 Invoice in the amount of \$275,000 for our first prospective payment.
- Execute Subrecipient Agreement
- Conduct Service Assessment
- Engage Community

Motions



Office of Mayor Emma Mulvaney-Stanak

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Action for Board of Finance: To approve and recommend to the City Council to authorize, (i) the Mayor to execute the grant agreement with the Vermont Department of Health for the Overdose Prevention Center, subject to review and approval of the City Attorney; (ii) the Chief Administrative Officer to make all such amendments to the approved budget as may be necessary or convenient to accept and expend the grant funds; and (iii) the Mayor or Chief Administrative Officer, and each of them, to take all such further actions and to execute all such further instruments approved as to form by the City Attorney's Office, including a sub-recipient agreement, as may be necessary or convenient to implement the transactions contemplated hereby.

Action for City Council:

To authorize (i) the Mayor to execute the grant agreement with the Vermont Department of Health for the Overdose Prevention Center, subject to review and approval of the City Attorney; (ii) the Chief Administrative Officer to make all such amendments to the approved budget as may be necessary or convenient to accept and expend the grant funds; and (iii) the Mayor or Chief Administrative Officer, and each of them, to take all such further actions and to execute all such further instruments approved as to form by the City Attorney's Office, including a sub-recipient agreement, as may be necessary or convenient to implement the transactions contemplated hereby.

SECTION I - GENERAL GRANT INFORMATION

¹ Grant #: 03420-10613		² Original <input checked="" type="checkbox"/> Amendment # _____	
³ Grant Title: Overdose Prevention Center			
⁴ Amount Previously Awarded: \$ 0.00		⁵ Amount Awarded This Action: \$ 2,200,000.00	⁶ Total Award Amount: \$ 2,200,000.00
⁷ Award Start Date: 7/1/2025		⁸ Award End Date: 6/30/2027	⁹ Subrecipient Award: YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
¹⁰ Supplier #: 40096	¹¹ Grantee Name: Burlington City Treasurer		
¹² Grantee Address: 149 Church Street			
¹³ City: Burlington		¹⁴ State: VT	¹⁵ Zip Code: 05401
¹⁶ State Granting Agency: AHS/VDH/Division of Substance Use Programs			¹⁷ Business Unit: 03420
¹⁸ Performance Measures: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	¹⁹ Match/In-Kind: \$ N/A Description:		
²⁰ If this action is an amendment, the following is amended: Amount: <input type="checkbox"/> Funding Allocation: <input type="checkbox"/> Performance Period: <input type="checkbox"/> Scope of Work: <input type="checkbox"/> Other: <input type="checkbox"/>			

SECTION II - SUBRECIPIENT AWARD INFORMATION

²¹ Grantee Identifier [UEI] #:		²² Indirect Rate: 15 % <small>(Approved rate or de minimis)</small>	²³ FFATA: YES <input type="checkbox"/> NO <input type="checkbox"/>
²⁴ Grantee Fiscal Year End Month (MM format):			²⁵ R&D: YES <input type="checkbox"/> NO <input type="checkbox"/>
²⁶ UEI Registered Name (if different than VISION Vendor Name in Box 11):			

SECTION III - FUNDING ALLOCATION

STATE FUNDS

Fund Type	²⁷ Awarded Previously	²⁸ Award This Action	²⁹ Cumulative Award	³⁰ Special & Other Fund Descriptions
General Fund	\$0.00	\$0.00	\$0.00	
Special Fund	\$0.00	\$2,200,000.00	\$2,200,000.00	Opioid Abatement Special Fund
Global Commitment <small>(non-subrecipient funds)</small>	\$0.00	\$0.00	\$0.00	
Other State Funds	\$0.00	\$0.00	\$0.00	

FEDERAL FUNDS

(includes subrecipient Global Commitment funds)

Required Federal Award Information

³¹ ALN#	³² Program Title	³³ Awarded Previously	³⁴ Award This Action	³⁵ Cumulative Award	³⁶ FAIN	³⁷ Federal Award Date	³⁸ Total Federal Award
		\$0.00	\$0.00	\$0.00			\$0.00
³⁹ Federal Awarding Agency:		⁴⁰ Federal Award Project Descr:					
		\$0.00	\$0.00	\$0.00			\$0.00
³⁹ Federal Awarding Agency:		⁴⁰ Federal Award Project Descr:					
		\$0.00	\$0.00	\$0.00			\$0.00
³⁹ Federal Awarding Agency:		⁴⁰ Federal Award Project Descr:					
		\$0.00	\$0.00	\$0.00			\$0.00
³⁹ Federal Awarding Agency:		⁴⁰ Federal Award Project Descr:					
		\$0.00	\$0.00	\$0.00			\$0.00
³⁹ Federal Awarding Agency:		⁴⁰ Federal Award Project Descr:					
		\$0.00	\$0.00	\$0.00			\$0.00
Total Awarded - All Funds		\$0.00	\$2,200,000.00	\$2,200,000.00			

SECTION IV - CONTACT INFORMATION

<p>STATE GRANTING AGENCY</p> <p>NAME:</p> <p>TITLE:</p> <p>PHONE:</p> <p>EMAIL:</p>	<p>GRANTEE</p> <p>NAME: Bradley Kukenberger</p> <p>TITLE: Director of Finance</p> <p>PHONE: 802-316-6252</p> <p>EMAIL: bkukenberger@burlingtonvt.gov</p>
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PART 2 - GRANT AGREEMENT

1. Parties: This is a Grant Agreement for services between the State of Vermont, Department of Health, Division of Substance Use Programs (hereinafter called "State"), and **Burlington City Treasurer** with principal place of business in Burlington, VT (hereinafter called "Grantee"). It is the Grantee's responsibility to contact the Vermont Department of Taxes to determine if, by law, the Grantee is required to have a Vermont Department of Taxes Business Account Number.
2. Subject Matter: The subject matter of this Grant Agreement is implementing an overdose prevention center in Burlington, VT. Detailed services to be provided by the Grantee are described in Attachment A.
3. Award Details: Amounts, dates and other award details are as shown in the attached Grant Agreement Part 1 – Grant Award Detail. A detailed scope of work covered by this award is described in Attachment A.
4. Amendment: No changes, modifications, or amendments in the terms and conditions of this Grant shall be effective unless reduced to writing, numbered, and signed by the duly authorized representative of the State and Grantee.
5. Cancellation: This Grant Agreement may be suspended or cancelled by either party by giving written notice at least 30 days in advance.
6. Attachments: This Grant consists of ___ pages including the following attachments which are incorporated herein:

Grant Agreement – Part 1 – Grant Award Detail Sheet
Grant Agreement – Part 2 – Grant Agreement
Attachment A - Specifications of Work to be Performed
Attachment B - Payment Provisions
Attachment C - Standard State Provisions for Contracts and Grants
Attachment D - Modifications of Customary Provisions
Attachment E - Business Associate Agreement
Attachment F - AHS Customary Contract/Grant Provisions
Attachment G – Other Grant Provisions (Not Applicable)

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

Grant Agreement – Part 1
Grant Agreement - Part 2
Attachment D - Modifications of Customary Provisions
Attachment C – Standard State Provisions for Contracts and Grants
Attachment A - Specifications of Work to be Performed
Attachment B - Payment Provisions
Attachment E - Business Associate Agreement
Attachment G – Other Grant Provisions (Not Applicable)
Attachment F - AHS Customary Contract/Grant Provisions

PART 2 – GRANT AGREEMENT

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

I, Grantee, certify to the best of my knowledge and belief that the information provided herein is true, complete, and accurate. I am aware that the provision of false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative consequences including, but not limited to violations of U.S. Code Title 18, Sections 2, 1001, 1343 and Title 31, Sections 3729-3730 and 3801-3812. This certification applies to all tiers of grant recipients.

STATE OF VERMONT

GRANTEE

By:

By:

Kelly Dougherty
Deputy Commissioner
Vermont Department of Health

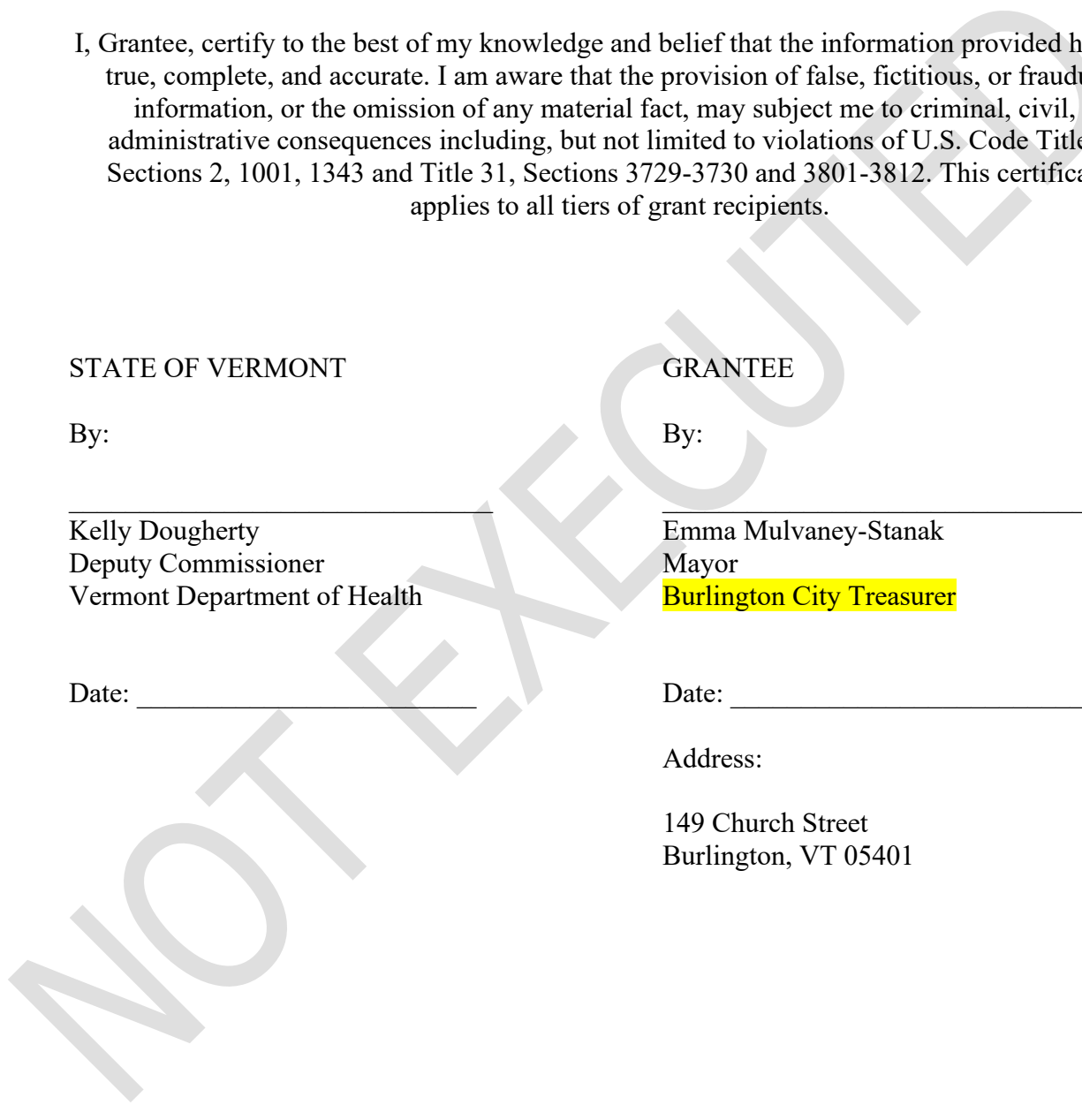
Emma Mulvaney-Stanak
Mayor
Burlington City Treasurer

Date: _____

Date: _____

Address:

149 Church Street
Burlington, VT 05401



ATTACHMENT A
SCOPE OF WORK TO BE PERFORMED

1. Background/Overview: This grant agreement is to support the development and implementation of an Overdose Prevention Center (OPC) in fidelity with [Vermont Act 178](#) and [Vermont's Overdose Prevention Center Operating Guidelines](#). Per [Vermont Act 178](#), this agreement will provide funding for the Burlington City Treasurer (Grantee) to develop and implement a fixed-site OPC in Burlington.

2. Required Services and Activities:

- a. Grantee must ensure that the OPC complies with [Vermont Act 178](#) and [Vermont's Overdose Prevention Center Operating Guidelines](#) at all times.
- b. Grantee must ensure any subgrantee/subcontractor of this grant complies with Attachments A-F of this agreement at all times. All subgrantee/subcontractors must provide Grantee with proof of current and adequate insurance.
- c. Grantee must apply and maintain, or ensure subgrantee/subcontractor operating the OPC applies and maintains, approval from the Commissioner of Health to provide syringe services programs services pursuant to [18 V.S.A. § 4478](#) and must ensure all SSP services are provided in accordance with [Vermont Department of Health Operating Guidelines for Syringe Services Programs](#).
- d. Grantee must develop and submit a workplan for the development and implementation of an OPC in the City of Burlington for review and approval by the Vermont Department of Health, Division of Substance Use Programs (DSU) within 30 calendar days of grant execution.
 - i. The workplan must utilize the Workplan and Timeline template provided on the Division of Substance Use (DSU) grantee webpage:
<https://www.healthvermont.gov/alcohol-drugs/grantees-contractors/reporting-forms-guidance-documents>
 - ii. The Workplan must at a minimum include the steps that will be taken for developing and implementing the following activity types:
 1. Planning
 2. Management
 3. Operations
 4. Staff and Training
 5. Provision of Services
- e. Grantee must develop and submit a detailed budget and budget narrative for review and approval by DSU within 30 calendar days of grant execution.
 - i. The budget must utilize the template provided here:
<https://www.healthvermont.gov/alcohol-drugs/grantees-contractors/reporting-forms-guidance-documents>
 - ii. If grantee chooses to utilize subgrants or subcontracts for any portions of work funded through this agreement, the subgrantee and/or subcontractor's detailed budget must be integrated into the Grantee's budget that is submitted, but must describe which cost(s) is associated with which organization.
 - iii. Any changes to the budget greater than 5% and any changes to the budget to a new cost category not previously described in an approved budget must be requested in

- writing by the grantee to DSU and must receive approval before adjusted costs can be incurred.
- f. Grantee must complete a Service Assessment in accordance with Section II.C.vi. of the [Vermont Department of Health Operating Guidelines for Syringe Services Programs](#) within the first 12 months of this agreement.
 - i. A Service Assessment report must be submitted and approved by DSU.
 - ii. Grantee must edit and update the workplan and timeline in accordance with information collected through the Service Assessment process and must be resubmitted for review and approval by DSU before additional work can be completed under this agreement.
 - iii. The Service Assessment Report and updated Workplan and timeline are due within 60 days of Service Assessment completion or by July 15, 2026, whichever date comes first.
 - g. Within 10 business days of finalization of all policies and procedures described in Section II.B. of [Vermont's Overdose Prevention Center Operating Guidelines](#), the grantee must submit all policies and procedures to DSU for review.
 - h. Grantee must submit monthly aggregate reports for the first three months of an operating OPC and quarterly thereafter that includes the data measures pursuant to Section II.C.v. of [Vermont's Overdose Prevention Center Operating Guidelines](#).
 - i. As required by [18 V.S.A. Sec. 4256\(d\)](#), the OPC shall publicly post as a report or data dashboard on the City of Burlington's website the following data annually on or before January 15th:
 - i. Number of program Participants;
 - ii. Deidentified demographic information of program Participants;
 - iii. Number of overdoses and the number of overdoses reversed on-site;
 - iv. Number of times emergency medical services were contacted and responded for assistance;
 - v. Number of times law enforcement were contacted and responded for assistance; and
 - vi. The number of Participants directly and formally referred to other services and the type of services.
 - j. Grantee must submit a Critical Incident Report within 48 hours of a critical incident occurring at the OPC.
 - i. Critical incident is defined as any actual or alleged event or situation that substantially or seriously harms or creates a significant risk of substantially or seriously harming the physical or mental health, safety or well-being of a person.
 - ii. The Critical Incident Reporting Form can be found here: <https://www.healthvermont.gov/alcohol-drugs/grantees-contractors/reporting-forms-guidance-documents>
 - k. Grantee must provide information and engage in the State's evaluation efforts as described in Section II.c.vi. of [Vermont's Overdose Prevention Center Operating Guidelines](#).
 - l. Grantee must provide access to the OPC and appropriate operational and budget materials to DSU within 2 business days of written request for programmatic and operational audits.
 - m. Grantee must submit for review and approval quarterly financial reconciliation reports that includes information from each subgrantee/subcontractor under this agreement to DSU within 15 days of the quarter ending. Grantee must utilize the template found here: <https://www.healthvermont.gov/alcohol-drugs/grantees-contractors/reporting-forms-guidance-documents>

- n. Grantee must participate in a quarterly programmatic site visit and financial backup documentation review conducted by DSU.
- o. Grantee must submit to DSU for review and approval quarterly reports on progress made on approved Workplan and timeline.
- p. As requested, attend monthly meetings with DSU to discuss progress.
- q. Attend any stakeholder, progress, or other related meetings as requested by DSU.

3. Performance Measures:

Performance Measures are expectations that incorporate this agreement’s Required Services/Activities into the larger continuum of substance misuse services. Grant performance will be measured and evaluated by the Performance Measures section below.

Performance Measures		
Performance Measure	Performance Expectation	Data Source
Service Assessment completed	Service Assessment will be completed within the first 12 months of this grant agreement.	Service Assessment Report
Annual Report published	Reports published on grantee’s website on or before January 15, 2026 and on or before January 15, 2027 on measures described in 18 V.S.A. Sec. 4256(d)	City of Burlington Website
Grantee and subgrantee/subcontractor responsiveness	Grantee must provide access to the OPC and appropriate operational and budget materials to DSU within 2 business days of written request for programmatic and operational audits.	Written communication

Grantee’s performance measures will be monitored through submission, review and approval of required reporting, during site visits and meetings, and through analysis of data submitted to the Division of Substance Use Programs (DSU). DSU may request that the Grantee submit a plan for achieving a performance target, and the Grantee may request technical assistance from DSU to improve performance.

4. Program Evaluation:

The Vermont Department of Health (VDH) has a strong, ongoing commitment to high quality program evaluation. The structure for evaluation within DSU allows for rapid development of evaluation plans and launch of evaluation processes with either internal staff or external evaluators. All evaluation work is overseen by the Division’s internal evaluation staff. This serves to help coordinate evaluation resources, promotes consistent evaluation practices, and builds in ongoing support and technical assistance for all evaluation activities.

All VDH Grantees are expected to participate in evaluation activities as part of their ongoing work. If your program is within the scope of a state-led or state-funded evaluation, participation in DSU evaluation activities and cooperation with DSU program evaluators will be required as identified by your program manager.

Participation may include providing input, among other activities such as:

- Identifying and collecting data that can/will inform the evaluation activities
- Determining how data will be collected, stored and transferred/communicated to the State
- Defining the timing and frequency of data collection
- Participating in regularly scheduled in-person or virtual meetings
- Creating a logic model for your program

Evaluation training resources can be found on the VDH Substance Use Evaluation webpage: <https://www.healthvermont.gov/alcohol-drugs/substance-use-data-reports/evaluation>. Please contact your program manager if you have any questions or need assistance in completing any required evaluation materials outlined in your grant agreement.

5. Reporting Requirements and Grant Monitoring:

- a. The following grant monitoring will be conducted to assess performance and grant compliance:

The State will conduct quarterly site visits during the grant period to ensure compliance with the terms of this Agreement. The Grantee is required to participate in monthly virtual meetings with the State-assigned Grant Manager. Grantee’s grant reporting and invoices, including backup documentation, will be evaluated to establish compliance.

- b. Grantee’s reporting quarters:

Quarter	Quarter Time Frame
1	7/1/2025-9/30/2025
2	10/1/2025-12/31/2025
3	1/1/2026-3/31/2026
4	4/1/2026-6/30/2026
5	7/1/2026-9/30/2026
6	10/1/2026-12/31/2026
7	1/1/2027-3/31/2027
8	4/1/2027-6/30/2027

- c. 30 calendar days of grant execution submit for review and approval a Workplan and Timeline as described in Section 2.d. of this Attachment.
- d. 30 calendar days of grant execution, submit for review and approval a detailed budget and budget narrative as described in Section 2.e. of this Attachment.
- e. By 10/15/25 submit for review and approval the Quarter 1 Financial Reconciliation Report and the Quarter 1 Progress Report.
- f. By 1/15/26, submit for review and approval the Quarter 2 Financial Reconciliation Report and Quarter 2 Progress Report.

- g. By 4/15/26 submit for review and approval the Quarter 3 Financial Reconciliation Report and Quarter 3 Progress Report.
 - h. By 7/15/26 submit for review and approval the Quarter 4 Financial Reconciliation Report, Quarter 4 Progress Report, Service Assessment Report, and Updated Workplan and Timeline.
 - i. By 10/15/26 for review and approval the Quarter 5 Financial Reconciliation Report and Quarter 5 Progress Report.
 - j. By 1/15/27 submit for review and approval the Quarter 6 Financial Reconciliation Report and the Quarter 6 Progress Report.
 - k. By 4/15/27 submit for review and approval the Quarter 7 Financial Reconciliation Report and the Quarter 7 Progress report.
 - l. By 7/15/27 submit for review and approval of the Quarter 8 Financial Reconciliation Report and the Quarter 8 Progress Report.
 - m. By 8/15/27 submit for review and approval the Final Financial Reconciliation Report.
6. Within 10 business days of finalization of all policies and procedures described in Section II.B. of [Vermont’s Overdose Prevention Center Operating Guidelines](#), the grantee must submit all policies and procedures to DSU for review.

7. Reporting Schedule:

Due Date	Reports Due	Submission Location
30 calendar days of grant execution	1. Workplan and Timeline 2. Budget and Budget Narrative	Alchemer
10/15/25	1. Quarter 1 Financial Reconciliation Report 2. Quarter 1 Progress Report	Alchemer
1/15/26	1. Quarter 2 Financial Reconciliation Report 2. Quarter 2 Progress Report	Alchemer
4/15/26	1. Quarter 3 Financial Reconciliation Report 2. Quarter 3 Progress Report	Alchemer
7/15/26	1. Quarter 4 Financial Reconciliation Report 2. Quarter 4 Progress Report 3. Service Assessment Report 4. Updated Workplan and Timeline	Alchemer
10/15/26	1. Quarter 5 Financial Reconciliation Report 2. Quarter 5 Progress Report	Alchemer
1/15/27	1. Quarter 6 Financial Reconciliation Report 2. Quarter 6 Progress Report	Alchemer
4/15/27	1. Quarter 7 Financial Reconciliation Report 2. Quarter 7 Progress Report	Alchemer
7/15/27	1. Quarter 8 Financial Reconciliation Report	Alchemer

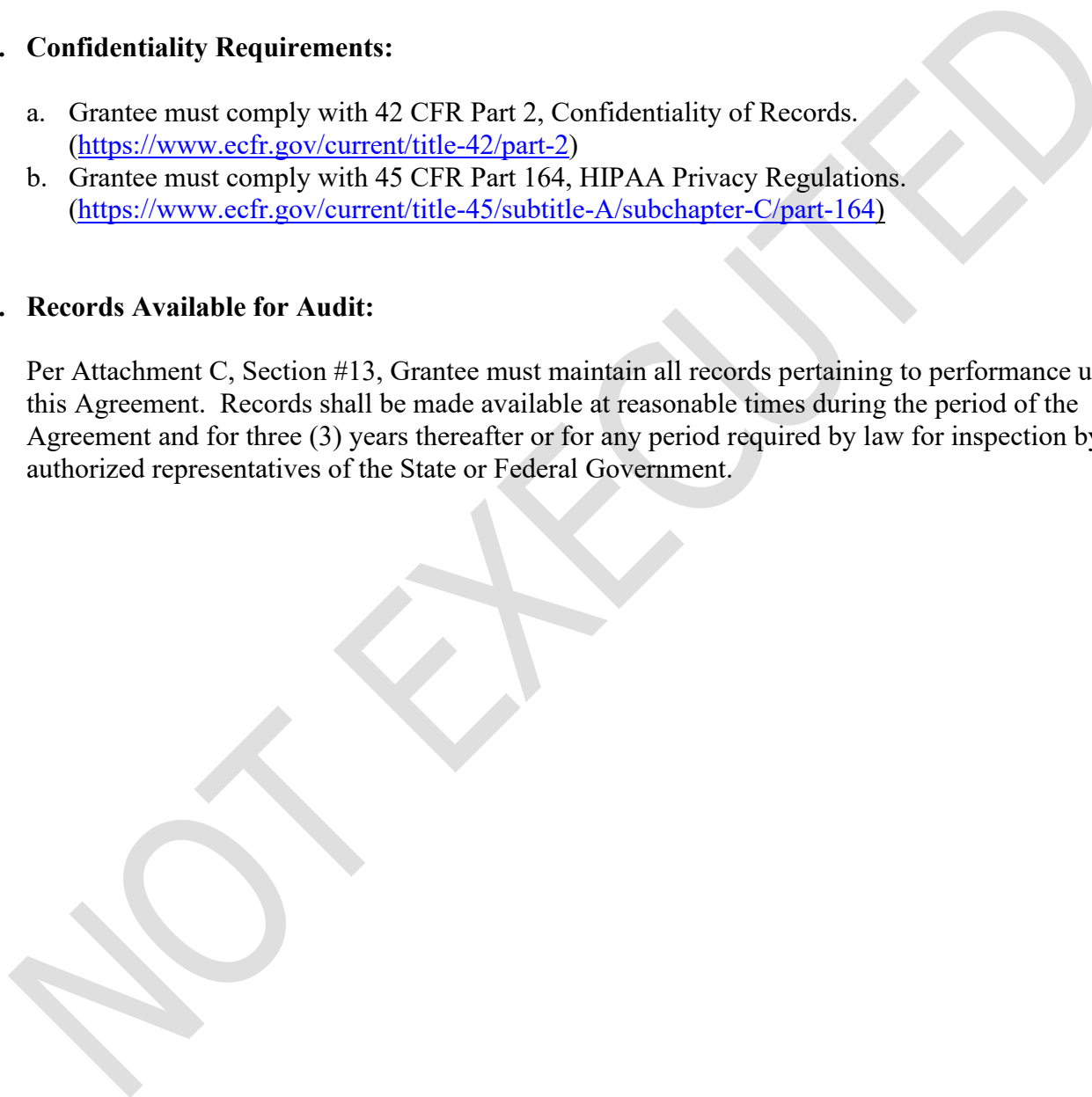
	2. Quarter 8 Progress Report	
8/15/27	1. Final Financial Reconciliation Report	Alchemer
Within 10 business days of finalization	1. Policies and procedures described in Section II.B. of Vermont's Overdose Prevention Center Operating Guidelines	Alchemer

8. Confidentiality Requirements:

- a. Grantee must comply with 42 CFR Part 2, Confidentiality of Records. (<https://www.ecfr.gov/current/title-42/part-2>)
- b. Grantee must comply with 45 CFR Part 164, HIPAA Privacy Regulations. (<https://www.ecfr.gov/current/title-45/subtitle-A/subchapter-C/part-164>)

9. Records Available for Audit:

Per Attachment C, Section #13, Grantee must maintain all records pertaining to performance under this Agreement. Records shall be made available at reasonable times during the period of the Agreement and for three (3) years thereafter or for any period required by law for inspection by any authorized representatives of the State or Federal Government.



**ATTACHMENT B
PAYMENT PROVISIONS**

1. General Payment Provisions Requirements:

- a. The Grantee’s performance is limited to the services and activities set forth in Attachment A of this document. The Subrecipient shall not be obligated or expected to provide services beyond the amounts stated.
- b. Grantee understands the funds provided as part of this Agreement are to be used as payer of last resort. All other potential funding sources must be exhausted prior to payment under this Agreement.
- c. Payment of invoices are subject to the following, as applicable:
 - i. **Grantee must provide continuous service for the entire twelve (24) months of grant period.**
 - ii. Grantee must submit invoices, in adherence with the schedule in Attachment B, section 2 of this agreement. The invoice must be provided utilizing the template found here (<https://www.healthvermont.gov/alcohol-drugs/grantees-contractors/reporting-forms-guidance-documents>). The invoice must be signed and dated by an authorized representative of the organization and submitted using the invoice submission portal found here (<https://www.healthvermont.gov/alcohol-drugs/grantees-contractors/reporting-forms-guidance-documents>).
 - iii. **Signed and dated invoices are due between the first and last day of the month following the previous quarter and must include the grant number, billing quarter start and end date, and the amount indicated in Section 2 below.**
 - iv. Quarters for the Grant Agreement are as follows:

Quarter	Quarter Time Frame/ Service Dates	Invoice Due Date
Quarter 1	7/1/2025 – 9/30/2025	10/31/2025
Quarter 2	10/1/2025 – 12/31/2025	1/31/2026
Quarter 3	1/1/2026 – 3/31/2026	4/30/2026
Quarter 4	4/1/2026 – 6/30/2026	7/31/2026
Quarter 5	7/1/2026 - 9/30/2026	10/31/2026
Quarter 6	10/1/2026 - 12/31/2026	1/1/2027
Quarter 7	1/1/2027 - 3/31/2027	4/30/2027
Quarter 8	4/1/2027 - 6/30/2027	7/31/2027

- v. State of Vermont payment terms for invoices are Net 30 days from the date the State receives an error-free invoice meeting the following conditions:
 - o Payment of initial invoice may be submitted on or after the calendar day the agreement is fully executed.
 - o Payment of Invoices numbered 2 through 8, described in Attachment B, section 2 of this agreement, are contingent upon the provision of the required services and activities, receipt, review and approval of required reporting, and the meeting and/or exceeding of the Performance Measures described in Attachment A of this document.

Note: If this is an Agreement for continued services, failure to submit all required reporting and invoices for the previous grant will result in withholding payments on this Agreement. Payment will not be issued until all previous grant requirements are received, reviewed and approved.

- vi. Signed and dated invoices must be submitted as a PDF using the Grant Invoice Submission Tool located at: <https://healthvermont.gov/DSUGrantDocs>

Email or hardcopy invoice submissions will not be accepted.
- vii. **All invoices are required to be received by the Vermont Department of Health, Division of Substance Use Programs within 60 days of the end of the grant period. Invoices submitted after 60 days are subject to non-payment.**
- viii. Subrecipient understands that their organization's internal controls must reflect procedures for utilizing funds to support and account for indirect and direct expenditures. Any invoice payments found not in compliance with state and federal regulations during financial reviews may be subject to the recoupment of funds.
- d. Supporting documentation for all invoices must be retained for three (3) years after the Agreement has ended or for any period required by law (see Attachment C, Section 19). Documentation will be requested to substantiate invoices and/or for audit at the State's discretion, a minimum of one time per year.
- e. Any unexpended funds must be returned to the State or an agreement must be reached with the Vermont Department of Health, Division of Substance Use Programs on the expenditure of remaining funds on program objectives.
- f. The maximum dollar amount payable under this Agreement is not intended to guarantee any amount of payment under this grant.
- g. The allowable indirect rate for this Agreement is 15%.
- h. Total expenditures for this grant will not exceed \$2,200,000.00.

2. Payment Schedule:

Program Category and Service	Program Code	Initial Payment Upon Grant Execution	2nd Payment 10/1/25	3rd Payment 1/1/26	4th Payment 4/1/26
Harm Reduction – Overdose Prevention Center	39073	\$520,000.00	\$240,000.00	\$240,000.00	\$240,000.00
Program Category and Service	Program Code	5th Payment 7/1/2026	6th Payment 10/1/2026	7th Payment 1/1/2027	8th Payment 4/1/2027
Harm Reduction – Overdose Prevention Center	39073	\$240,000.00	\$240,000.00	\$240,000.00	\$240,000.00
					Total:\$2,200,000.00

NOT EXECUTED

**ATTACHMENT C: STANDARD STATE PROVISIONS
FOR CONTRACTS AND GRANTS
REVISED OCTOBER 1, 2024**

“Attachment C: Standard State Provisions for Contracts and Grants” (revision version dated October 1, 2024) constitutes part of this Agreement and is hereby incorporated by reference as if fully set forth herein and shall apply to the purchase of all goods and/or services by the State under this Agreement. A copy of this document is available online at: <https://bgs.vermont.gov/purchasing-contracting/forms>.”

NOT EXECUTED

ATTACHMENT D

MODIFICATION OF CUSTOMARY PROVISIONS
OF
ATTACHMENT C OR ATTACHMENT F

1. The requirements contained in Attachment C, Section 8 are hereby modified:
 - i. Professional liability insurance (medical malpractice) as outlined in the [Vermont State Insurance Specification](#) shall be modified to \$1,000,000 per occurrence and \$3,000,000 aggregate.
 - ii. In addition to the requirements outlined in the [Vermont State Insurance Specification, the following coverage shall be maintained:](#)

Sexual Abuse and Molestation Liability: Before commencing work on this Agreement and throughout the term of this Agreement, the Party shall procure and maintain sexual abuse and molestation liability insurance for any and all services performed under this Agreement, with minimum coverage of \$1,000,000 per occurrence, and \$3,000,000 aggregate.

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

N/A

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

N/A

4. Reasons for Modifications:

Additional professional liability and sexual abuse and molestation liability are required to provide the services of this Agreement.

ATTACHMENT E
BUSINESS ASSOCIATE AGREEMENT

SOV GRANTEE/BUSINESS ASSOCIATE: **CITY OF BURLINGTON**

SOV GRANT NO. 03420-10613

GRANT EFFECTIVE DATE: 07/01/2025

This Business Associate Agreement (“Agreement”) is entered into by and between the State of Vermont Agency of Human Services, operating by and through its **Vermont Department of Health** (“Covered Entity”) and Party identified in this Agreement as Contractor or Grantee above (“Business Associate”). This Agreement supplements and is made a part of the contract or grant (“Contract or Grant”) to which it is attached.

Covered Entity and Business Associate enter into this Agreement to comply with the 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 (HITECH), and any associated federal rules and regulations.

The parties agree as follows:

1. **Definitions.** All capitalized terms used but not otherwise defined in this Agreement have the meanings set forth in 45 CFR Parts 160 and 164 as amended by HITECH and associated federal rules and regulations. Terms defined in this Agreement are italicized. Unless otherwise specified, when used in this Agreement, defined terms used in the singular shall be understood if appropriate in their context to include the plural when applicable.

“*Agent*” means an *Individual* acting within the scope of the agency of the *Business Associate*, in accordance with the Federal common law of agency, as referenced in 45 CFR § 160.402(c) and includes Workforce members and *Subcontractors*.

“*Breach*” means the acquisition, Access, Use or Disclosure of *Protected Health Information (PHI)* which compromises the Security or privacy of the *PHI*, except as excluded in the definition of *Breach* in 45 CFR § 164.402.

“*Business Associate*” shall have the meaning given for “Business Associate” in 45 CFR § 160.103 and means Contractor or Grantee and includes its Workforce, *Agents* and *Subcontractors*.

“*Electronic PHP*” shall mean *PHI* created, received, maintained or transmitted electronically in accordance with 45 CFR § 160.103.

“*Individual*” includes a Person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).

“*Protected Health Information*” (“*PHI*”) shall have the meaning given in 45 CFR § 160.103, limited to the *PHI* created or received by *Business Associate* from or on behalf of Covered Entity.

“*Required by Law*” means a mandate contained in law that compels an entity to make a use or disclosure of *PHI* and that is enforceable in a court of law and shall have the meaning given in 45 CFR § 164.103.

“*Report*” means submissions required by this Agreement as provided in section 2.3.

“*Security Incident*” means the attempted or successful unauthorized Access, Use, Disclosure, modification, or destruction of Information or interference with system operations in an Information System relating to *PHI* in accordance with 45 CFR § 164.304.

“*Services*” includes all work performed by the *Business Associate* for or on behalf of Covered Entity that requires the Use and/or Disclosure of *PHI* to perform a *Business Associate* function described in 45 CFR § 160.103.

“*Subcontractor*” means a Person to whom *Business Associate* delegates a function, activity, or service, other than in the capacity of a member of the workforce of such *Business Associate*.

“*Successful Security Incident*” shall mean a *Security Incident* that results in the unauthorized Access, Use, Disclosure, modification, or destruction of information or interference with system operations in an Information System.

“*Unsuccessful Security Incident*” shall mean a *Security Incident* such as routine occurrences that do not result in unauthorized Access, Use, Disclosure, modification, or destruction of information or interference with system operations in an Information System, such as: (i) unsuccessful attempts to penetrate computer networks or services maintained by *Business Associate*; and (ii) immaterial incidents such as pings and other broadcast attacks on *Business Associate's* firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above with respect to *Business Associate's* Information System.

“*Targeted Unsuccessful Security Incident*” means an *Unsuccessful Security Incident* that appears to be an attempt to obtain unauthorized Access, Use, Disclosure, modification or destruction of the Covered Entity's *Electronic PHI*.

2. Contact Information for Privacy and Security Officers and Reports.

2.1 *Business Associate* shall provide, within ten (10) days of the execution of this Agreement, written notice to the Contract or Grant manager the names and contact information of both the HIPAA Privacy Officer and HIPAA Security Officer of the *Business Associate*. This information must be updated by *Business Associate* any time these contacts change.

2.2 Covered Entity's HIPAA Privacy Officer and HIPAA Security Officer contact information is posted at: <https://humanservices.vermont.gov/rules-policies/health-insurance-portability-and-accountability-act-hipaa>

2.3 *Business Associate* shall submit all *Reports* required by this Agreement to the following email address: AHS.PrivacyAndSecurity@vermont.gov

3. Permitted and Required Uses/Disclosures of PHI.

3.1 Subject to the terms in this Agreement, *Business Associate* may Use or Disclose *PHI* to perform *Services*, as specified in the Contract or Grant. Such Uses and Disclosures are limited to the minimum necessary to provide the *Services*. *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* and only in compliance with applicable laws and regulations.

3.2 *Business Associate* may make *PHI* available to its Workforce, *Agent* and *Subcontractor* who need Access to perform *Services* as permitted by this Agreement, provided that *Business Associate* makes them aware of the Use and Disclosure restrictions in this Agreement and binds them to comply with such restrictions.

3.3 *Business Associate* shall be directly liable under HIPAA for impermissible Uses and Disclosures of *PHI*.

4. **Business Activities.** *Business Associate* may Use *PHI* if necessary for *Business Associate's* proper management and administration or to carry out its legal responsibilities. *Business Associate* may Disclose *PHI* for *Business Associate's* proper management and administration or to carry out its legal responsibilities if a Disclosure is *Required by Law* or if *Business Associate* obtains reasonable written assurances via a written agreement from the Person to whom the information is to be Disclosed that such *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 the Agreement requires the Person to notify *Business Associate*, within five (5) business days, in writing of any *Breach* of Unsecured *PHI* of which it is aware. Such Uses and Disclosures of *PHI* must be of the minimum amount necessary to accomplish such purposes.

5. **Electronic PHI Security Rule Obligations.**

5.1 With respect to *Electronic PHI*, *Business Associate* shall:

a) Implement and use Administrative, Physical, and Technical Safeguards in compliance with 45 CFR sections 164.308, 164.310, and 164.312;

b) Identify in writing upon request from Covered Entity all the safeguards that it uses to protect such *Electronic PHI*;

c) Prior to any Use or Disclosure of *Electronic PHI* by an *Agent* or *Subcontractor*, ensure that any *Agent* or *Subcontractor* to whom it provides *Electronic PHI* agrees in writing to implement and use Administrative, Physical, and Technical Safeguards that reasonably and appropriately protect the Confidentiality, Integrity and Availability of *Electronic PHI*. 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*, and be provided to Covered Entity upon request;

d) Report in writing to Covered Entity any *Successful Security Incident* or *Targeted Unsuccessful Security Incident* as soon as it becomes aware of such incident and in no event later than five (5) business days after such awareness. Such *Report* shall be timely made notwithstanding the fact that little information may be known at the time of the *Report* and need only include such information then available;

e) Following such *Report*, provide Covered Entity with the information necessary for Covered Entity to investigate any such incident; and

f) Continue to provide to Covered Entity information concerning the incident as it becomes available to it.

5.2 Reporting *Unsuccessful Security Incidents*. *Business Associate* shall provide Covered Entity upon written request a *Report* that: (a) identifies the categories of Unsuccessful Security Incidents; (b) indicates whether *Business Associate* believes its current defensive security measures are adequate to address all *Unsuccessful Security Incidents*, given the scope and nature of such attempts; and (c) if the security measures are not adequate, the measures *Business Associate* will implement to address the security inadequacies.

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

6. Reporting and Documenting Breaches.

6.1 *Business Associate* shall *Report* to Covered Entity any *Breach* of Unsecured *PHI* as soon as it, or any Person to whom *PHI* is disclosed under this Agreement, becomes aware of any such *Breach*, and in no event later than five (5) business days after such awareness, except when a law enforcement official determines that a notification would impede a criminal investigation or cause damage to national security. Such *Report* shall be timely made notwithstanding the fact that little information may be known at the time of the *Report* and need only include such information then available.

6.2 Following the *Report* described in 6.1, *Business Associate* shall conduct a risk assessment and provide it to Covered Entity with a summary of the event. *Business Associate* shall provide Covered Entity with the names of any *Individual* 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 *Individual*, as set forth in 45 CFR § 164.404(c). Upon request by Covered Entity, *Business Associate* shall provide 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.

6.3 When *Business Associate* determines that an impermissible acquisition, Access, Use or Disclosure of *PHI* for which it is responsible is not a *Breach*, and therefore does not necessitate notice to the impacted *Individual*, it shall document its assessment of risk, conducted as set forth in 45 CFR § 402(2). *Business Associate* shall make its risk assessment available to Covered Entity upon request. It shall include 1) the name of the person making the assessment, 2) a brief summary of the facts, and 3) a brief statement of the reasons supporting the determination of low probability that the *PHI* had been compromised.

7. 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*. *Business Associate* shall make its mitigation and corrective action plans available to Covered Entity upon request.

8. Providing Notice of Breaches.

8.1 If Covered Entity determines that a *Breach* of *PHI* for which *Business Associate* was responsible, and if requested by Covered Entity, *Business Associate* shall provide notice to the *Individual* whose *PHI* has been the subject of the *Breach*. When so requested, *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. *Business Associate* shall be responsible for the cost of notice and related remedies.

8.2 The notice to affected *Individuals* shall be provided as soon as reasonably possible and in no case later than sixty (60) calendar days after *Business Associate* reported the *Breach* to Covered Entity.

8.3 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).

8.4 *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.

9. Agreements with Subcontractors. *Business Associate* shall enter into a Business Associate Agreement with any *Subcontractor* to whom it provides *PHI* to require compliance with HIPAA and to ensure *Business Associate* and *Subcontractor* comply with the terms and conditions of this Agreement. *Business Associate* must enter into such written agreement before any Use by or Disclosure of *PHI* to such *Subcontractor*. 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 it enters into with a *Subcontractor* to Covered Entity upon request. *Business Associate* may not make any Disclosure of *PHI* to any *Subcontractor* without prior written consent of Covered Entity.

10. 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 five (5) 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*.

11. 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 five (5) 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*.

12. 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 five (5) business days, *Business Associate* shall forward to Covered Entity for handling any accounting request that *Business Associate* directly receives from an *Individual*.

13. 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* available to the Secretary of Health and Human Services (HHS) 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.

14. Termination.

14.1 This Agreement commences on the Effective Date and shall remain in effect until terminated by Covered Entity or until all the *PHI* is destroyed or returned to Covered Entity subject to Section 18.8.

14.2 If *Business Associate* fails to comply with any material term of this Agreement, Covered Entity may provide an opportunity for *Business Associate* to cure. If *Business Associate* does not cure within the time specified by Covered Entity or if Covered Entity believes that cure is not reasonably possible, Covered Entity may immediately terminate the Contract or Grant without incurring liability or penalty for such termination. If neither termination nor cure are feasible, Covered Entity shall report the breach to the Secretary of HHS. Covered Entity has the right to seek to cure such failure by *Business Associate*. Regardless of whether Covered Entity cures, it retains any right or remedy available at law, in equity, or under the Contract or Grant and *Business Associate* retains its responsibility for such failure.

15. Return/Destruction of PHI.

15.1 *Business Associate* in connection with the expiration or termination of the Contract or Grant shall return or destroy, at the discretion of the Covered Entity, *PHI* 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 *PHI*. *Business Associate* shall certify in writing and report to 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.

15.2 *Business Associate* shall report to Covered Entity any conditions that *Business Associate* believes make the return or destruction of *PHI* infeasible. *Business Associate* shall extend the protections of this Agreement to such *PHI* and limit further Uses and Disclosures to those purposes that make the return or destruction infeasible for so long as *Business Associate* maintains such *PHI*.

16. **Penalties.** *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.

17. **Training.** *Business Associate* understands its obligation to comply with the law and shall provide appropriate training and education to ensure compliance with this Agreement. If requested by Covered Entity, *Business Associate* shall participate in Covered Entity's training regarding the Use, Confidentiality, and Security of *PHI*; however, participation in such training shall not supplant nor relieve *Business Associate* of its obligations under this Agreement to independently assure compliance with the law and this Agreement.

18. **Miscellaneous.**

18.1 In the event of any conflict or inconsistency between the terms of this Agreement and the terms of the Contract or Grant, the terms of this Agreement shall govern with respect to its subject matter. Otherwise, the terms of the Contract or Grant continue in effect.

18.2 Each party shall cooperate with the other party to amend this Agreement from time to time as is necessary for such party to comply with the Privacy Rule, the Security Rule, or any other standards promulgated under HIPAA. This Agreement may not be amended, except by a writing signed by all parties hereto.

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

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

18.5 *Business Associate* shall not have or claim any ownership of *PHI*.

18.6 *Business Associate* shall abide by the terms and conditions of this Agreement with respect to all *PHI* 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.

18.7 *Business Associate* is prohibited from directly or indirectly receiving any remuneration in exchange for an *Individual's PHI*. *Business Associate* will refrain from marketing activities that would violate HIPAA, including specifically Section 13406 of the HITECH Act. *Reports* or data containing *PHI* may not be sold without Covered Entity's or the affected *Individual's* written consent.

18.8 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 12 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 CONTRACT/GRANT PROVISIONS

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

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

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

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

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

Federal Medicaid System Security Requirements Compliance: Party shall provide a security plan, risk assessment, and security controls review document within three months of the start date of this Agreement (and update it annually thereafter) in order to support audit compliance with 45 CFR 95.621 subpart F, *ADP System Security Requirements and Review Process*.

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

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

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

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

5. **Non-Discrimination:**

Party shall not discriminate, and will prohibit its employees, agents, subcontractors, sub-grantees and other service providers from discrimination, on the basis of age under the Age Discrimination Act of 1975, on the basis of handicap under section 504 of the Rehabilitation Act of 1973, on the basis of sex under Title IX of the Education Amendments of 1972, and on the basis of race, color or national origin under Title VI of the Civil Rights Act of 1964. Party shall not refuse, withhold from or deny to any person the benefit of services, facilities, goods, privileges, advantages, or benefits of public accommodation on the basis of disability, race, creed, color, national origin, marital status, sex, sexual orientation or gender identity as provided by Title 9 V.S.A. Chapter 139.

No person shall on the grounds of religion or on the grounds of sex (including, on the grounds that a woman is pregnant), be excluded from participation in, be denied the benefits of, or be subjected to discrimination, to include sexual harassment, under any program or activity supported by State of Vermont and/or federal funds.

Party further shall comply with the non-discrimination requirements of Title VI of the Civil Rights Act of 1964, 42 USC Section 2000d, et seq., and with the federal guidelines promulgated pursuant to Executive Order 13166 of 2000, requiring that contractors and subcontractors receiving federal funds assure that persons with limited English proficiency can meaningfully access services. To the extent Party provides assistance to individuals with limited English proficiency through the use of oral or written translation or interpretive services, such individuals cannot be required to pay for such services.

6. **Employees and Independent Contractors:**

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

7. **Data Protection and Privacy:**

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

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

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

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

Data Breaches: The notice required under the Use and Protection of State Information terms of Attachment C shall be provided to the Agency of Digital Services Chief Information Security Officer. <https://digitalservices.vermont.gov/about-us/contacts>. Party shall in addition comply with any other data breach notification requirements required under federal or state law or Attachment E.

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

Abuse Registry. Party agrees not to employ any individual, to use any volunteer or other service provider, or to otherwise provide reimbursement to any individual who in the performance of services connected with this agreement provides care, custody, treatment, transportation, or supervision to children or to vulnerable adults if there has been a substantiation of abuse or neglect or exploitation involving that individual. Party is responsible for confirming as to each individual having such contact with children or vulnerable adults the non-existence of a substantiated allegation of abuse, neglect or exploitation by verifying that fact though (a) as to vulnerable adults, the Adult Abuse Registry maintained by the Department of Disabilities, Aging and

Independent Living and (b) as to children, the Central Child Protection Registry (unless the Party holds a valid child care license or registration from the Division of Child Development, Department for Children and Families). See 33 V.S.A. §4919(a)(3) and 33 V.S.A. §6911(c)(3).

Reporting of Abuse, Neglect, or Exploitation. Consistent with provisions of 33 V.S.A. §4913(a) and §6903, Party and any of its agents or employees who, in the performance of services connected with this agreement, (a) is a caregiver or has any other contact with clients and (b) has reasonable cause to believe that a child or vulnerable adult has been abused or neglected as defined in Chapter 49 or abused, neglected, or exploited as defined in Chapter 69 of Title 33 V.S.A. shall: as to children, make a report containing the information required by 33 V.S.A. §4914 to the Commissioner of the Department for Children and Families within 24 hours; or, as to a vulnerable adult, make a report containing the information required by 33 V.S.A. §6904 to the Division of Licensing and Protection at the Department of Disabilities, Aging, and Independent Living within 48 hours. Party will ensure that its agents or employees receive training on the reporting of abuse or neglect to children and abuse, neglect or exploitation of vulnerable adults.

9. **Information Technology Systems:**

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

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

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

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

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

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

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

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

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

10. **Other Provisions:**

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

Failure to comply with the provisions of the federal law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. The federal Pro-Children Act of 1994, however, does not apply to portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where Women, Infants, & Children (WIC) coupons are redeemed.

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

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

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

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

AHS ATT. F 6/19/2024

NOT EXECUTED



Proposal for Overdose Prevention Center (OPC) Guidelines Compliance

Introduction

The City of Burlington is required to submit a City Council-approved proposal that meets or exceeds the minimum requirements in [Act 178 \(2024\)](#) and the [OPC Operating Guidelines](#) set forth by the Vermont Department of Health (VDH) to establish a subrecipient agreement for the operations of an Overdose Prevention Center in Burlington.

Our proposal outlines a phased approach to ensure a structured and efficient process, prioritizing service assessment and policy development to build capacity before full implementation.

The Subrecipient must adhere to the Health Department Operating Guidelines, enter into a subrecipient agreement with the City of Burlington, and meet all city and state minimum grant agreement requirements prior to an executed contract and access to funding. Subrecipient must be in good standing with the State of Vermont.

All unspecified references herein are to the OPC Operating Guidelines.

1. Service Assessment (Section II.C.iv.3, Pg. 9-11) Phase 1

Objective: Conduct a comprehensive Service Assessment in compliance with Operating Guidelines to inform the structure, operations, and policies of the OPC, ensuring alignment with community needs and evidence-based harm reduction practices.

OPC Provider Submission Requirements: (Section II.C.iv.3, Pg. 9-11)

- Work collaboratively with the City and seek to contract with Pacific Institute for Research & Evaluation (PIRE) or a similarly qualified entity to conduct the required activities outlined in **Section II.C.iv.3**
- Conduct and complete all requirements in Service Assessment as listed.
- Submit Service Assessment Report to the City **upon completion**, or no less than **120 days** before OPC operations begin.

The City requirements (Section II.C.iv.3)

- Work collaboratively with the OPC Provider and their contractors to support the required activities related to the Service Assessment.
- Conduct community listening sessions & outreach meetings to understand concerns and promote transparency.
- Submit the Service Assessment Report to VDH no less than **90 days** before OPC operations begin.

- The Special Assistant on OPC Implementation will provide a copy of the Service Assessment Report to the City Council no less than **90 days** before OPC operations begin.

Required Activities:

Engagement with People with Living Experience (Section II.C.iv.1, Pg. 10)

- Engage with individuals who currently use substances to assess their needs, preferences, and barriers to accessing OPC services.
- Compensate participants for their time and insights to ensure equitable engagement.

Document feedback on:

- Preferred service offerings (e.g., wound care, drug-checking, naloxone distribution).
- Ideal OPC locations & accessibility considerations.
- Barriers to engagement & potential solutions.
- Preferred operational hours and consumption space design.

Stakeholder & Community Engagement (Section II.C.iv.2, Pg. 10-11)

Engage with key community partners & stakeholders, including:

- Local social service providers & harm reduction organizations (e.g., syringe service programs, housing and homelessness service providers).
- Medical & behavioral health providers (e.g., primary care, MAT providers, emergency departments, mental health).
- Law enforcement & emergency medical services (EMS).
- City officials & community organizations focused on public health and equity.
- Develop a neighborhood assessment to better understand and inform the City & OPC Provider.

Areas of interest include but not limited to:

- Considerations for potential site locations.
- Proximity to other community-based resources & social services.
- Community concerns.
- Prioritization of limiting residential impact.
- Baseline data on syringe litter, outdoor drug use, overdose incidents, public safety issues etc.
- Strategies for positive integration of the Center.

Service Assessment Report Requirements (Section II.C.iv.3, Pg. 11)

Summarize key findings, including:

- Target participant population characteristics.
- Estimated service demand based on harm reduction program data.

- Recommended facility location & model (fixed-site, mobile, or hybrid).
- Potential impact on community health & safety.
- Services to be provided at the Center.

2. Management (Section II.A & II.B- Pg. 5-9) Phase 1

Objective: Establish a strong governance structure to oversee OPC operations in compliance with Operating Guidelines. **The Administrative Body of the Center assumes ultimate responsibility for financial, operational, and policy management.**

The OPC Provider Requirements:

- Must have an Administrative Body. **(Section II.A, i, ii, iii – Page 5).**
- Work collaboratively with the City and seek to contract with Project Weber/Renew or a similarly qualified entity for technical assistance in completing the required activities outlined in **(Section II.A & II.B - Pg. 5-9).**
- Shall document and submit Governance Policies, Quality Assurance & Compliance Framework, Policies & Procedures for OPC Operations, Financial Policies & Procedures to the City **upon completion** and no later than 120 days prior to operating the OPC.
- Shall meet with the City OPC Implementation Special Assistant a minimum of monthly to strategize & share updates on implementation progress and potential setbacks or barriers.

The City requirements (Section II.C, Pg.9)

- The City shall provide the Policies and Procedures developed by the Administrative Body pursuant to **Section II.B** Within 10 business days of a request by VDH.
- Shall appoint a City Designee to oversee and work collaboratively with the Administrative Body and OPC Staff and manage the project.

Required Activities of the Administrative Body and OPC Provider:

Administrative Body (Section II.A - Pg.5-6)

- Shall maintain copies of the Policies & Procedures set forth in Section II.B **(Section II.A.1.a - Page 5).**
- Develop clear decision-making processes, meeting cadence & understanding of ultimate responsibilities. **(Section II.A.iii - Page 5).**
- Develop a quality assurance & compliance framework to include timely reporting structure. **(Section II.A.iv.c & d- Page 6).**
- Develop and/or adapt current financial policies and procedures to mitigate risk and ensure legal and financial accountability for the operations of the OPC. **(Section II.A.iv.b- Page 5).**
- Develop all relevant health and safety requirements **(Section II.A.vi.1.e - Page 6).**

Policy & Procedures Development (Section II.B - Pg. 6-9)

- The Administrative Body shall develop new policies and procedures or adapt and revise existing policies and procedures in Section II.B, by working in collaboration with OPC leadership and staff, technical assistance providers, such as Project Weber/RENEW (Rhode Island) or a similar expert entity.
- Develop comprehensive policies & procedures (**Section II.B,i, # 1 thru 41**) informed by the findings from the Service Assessment.
- Ensure policies align with **Sections II.C.i, III.C, D, III.F, III.G, III.H.**
- Establish policies covering but not limited to:
 - Employment & Staff contracting.
 - Volunteer roles & training.
 - Participant intake and eligibility screening.
 - Overdose response protocols (including opioid & stimulant overdoses).
 - Security & emergency response plans with medical services, hospital, fire, police.
 - Data collection and privacy protection under HIPAA and 42 CFR Part 2.
 - Workforce training & supervision policies.
 - Infection Control, Universal Precautions & Blood Bourne Virus Control.
 - Hazardous waste management.
 - Data sharing agreements.
 - Participant Code of Conduct.
 - Grievance and termination.
 - Drug disposal.
 - Conflict of Interest.

Budget Submission (Sections II.C.iii - Pg. 9)

The OPC Provider Requirements:

- Upon request from the City and/or VDH the Administrative Body shall provide a 12-Month Budget & Budget Narrative (**Section II.C.iii, Pg. 9**).
- Shall at minimum include applicable line items from the Division of Substance Use Programs (DSUP) Invoice Template.

The City requirements:

- Upon request from VDH the City shall provide VDH a 12-Month Budget & Budget Narrative (**Section II.C.iii, Pg. 9**).
- Shall at minimum include applicable line items from the Division of Substance Use Programs (DSUP) Invoice Template.

3. Operations - Phase 1

Objective: Identify and secure a safe, accessible, and legally compliant site for the OPC, ensuring alignment with Operating Guidelines (**Section III.E, Pg. 16-18**).

Physical Space (Section III.E, Pg. 16-18)

The OPC Provider requirements:

- Work collaboratively with the City and utilize the Service Assessment (including the neighborhood assessment) to inform site considerations.
- Submit Site Acquisition Plan to the City.

The City requirements:

- Support OPC Provider in their search for a site.
- Cooperate in good faith in the issuance of any required building, land use, or other entitlements required from the City to operate.

Required Activities:

Develop a site acquisition plan, including but not limited to:

- Assessment of commercial real estate market.
- Connect with property broker.
- Lease/purchase strategy.
- Compliance with local zoning requirements.
- Consideration of accessibility for participants.
- Utilization of data related to overdose trends and incident reporting.
- Community Impacts and community health & safety concerns.

Develop initial facility design ideas to meet OPC Guideline requirements, including but not limited to:

- Consumption spaces (supervised use areas for injection, smoking, and other routes of administration). **(Section III.E.i.1, Pg. 16).**
- Post-consumption monitoring areas (ensuring participant safety after drug use). **(Section III.E.i.1.d, Pg.16).**
- Medical intervention & wound-care spaces. **(Section III.E.i.1.e, Pg. 16).**
- Smoking area requirements. **(Section III.E.ii, Pg. 17).**
- Private meeting areas for counseling, case management & referrals.

4. Operations- Phase 2

Objective: Facilitate final operational preparations for OPC launch, including site approval, facility setup, staffing, training, service implementation, and compliance with all City and State requirements.

Ensure that the Center is ready to provide comprehensive, low-barrier services to promote participant safety, health, and access to care.

The OPC Provider requirements:

- Work with the City to finalize approval of selected site, including by obtaining all necessary land use, building, and other entitlements.
- Ensure all required policies, procedures, protocols, and budgets identified in previous sections have been submitted to the City, submit any outstanding documents at least 90 days prior to the OPC opening.
- Submit any new or updated policies, protocols and process documents at least 90 days prior to the OPC opening.
- Pre-opening site visit with the City Designee at least 30 days prior to opening.

Facility Setup & Operations Launch

- Finalize site acquisition & facility setup **(Section III.E, Pg. 16-18)**.
- Install necessary harm reduction supplies & medical equipment **(Section III.F, Pg. 18-19)**.
- Implement participant intake & orientation process and confidentiality protocols developed in phase 1, Section II.B **(Sections V.B & V.C, Pg. 27-28)**.

Equipment & Supplies (Section III.F, Pg. 18-19)

- Procure and safely store all required harm reduction supplies, medical equipment, and furnishings in compliance with regulations, ensuring the site is fully operational at launch. **(Section III.F.i.1-17 – Pg. 18-19)**.
- Collaboration with existing SSP providers for Drug Checking services and harm reduction supply distribution as needed. **(Section III.F.ii - Pg. 19)**.
- Procure regulation approved furniture **(Section III.F.iii - Pg. 19)**.
- Ensure safe storage of all supplies with special attention to oxygen tanks. **(Section III.F.iv- Pg. 19)**.
- Ensure handwashing stations readily available for participants throughout the Center. **(Section III.F.v - Pg. 19)**.

Security (Sections III.G - Pg. 19-20)

- Implement the guideline-compliant security protocols adopted in phase 1, Section II.B to ensure the safety of participants, staff, and the broader community. **(Sections III.G.i & ii - Pg. 19-20)**.
- Ensure all staff and volunteers have identification badges in alignment with guidelines. **(Section III.G.iii - Pg. 20)**.
- Implement participant entry and exit protocol developed in phase 1, Section II.B **(Section III.G.iv - Pg. 20)**.

Emergency Protocols (Section III.H -Pg. 20)

- Establish and integrate emergency response systems and overdose protocols in alignment the policy adopted in phase 1, Section II.B **(Sections III.H.i, Pg. 20)**.
- Establish emergency overdose response training & procedures **(Section III.H.ii - Pg. 20)**.

- Establish a policy for participants to agree to adhere to emergency protocols and procedures developed in phase 1, Section II.B (*Section III.H.iv - Pg. 20*).

Staffing, Training, & Required Participant Services (Sections IV, V, VI)

Objectives: Ensure adequate staffing, complete training, and delivery of all participant services as required under the OPC guidelines.

The OPC Provider requirements:

- Maintain sufficient, qualified staffing to ensure safe operations, adequate supervision, and responsive care during all hours of OPC operation. (*Section IV.A.i.ii, Section IV.B.i.ii.iii.iv.v.vi, Pg. 21-24*).
- Ensure all staff and volunteers receive comprehensive, role-specific training to safely and effectively support participants with evidence-based, trauma-informed, and harm reduction-centered practices. (*Section IV.C.i.ii, Pg. 24-26*).
- Conduct mandatory HIPAA, 42 CFR Part 2. Harm Reduction Principles, de-escalation and confidentiality training for staff. (*Section IV.C, Pg. 24*).
- Implement participant-centered policies for rights, eligibility, and orientation that uphold equity, transparency, and safety. (*Section V.A.i.ii, Pg. 26-27*), (*Section V.B.i.ii.iii.iv.v.vi, Pg. 27*), (*Section V.C.i.ii.iii.iv, Pg. 28*).

Required Services per Operating Guidelines

Objective: Deliver a full continuum of harm reduction services, including supervised consumption, medical support, health education, and direct referrals to care.

The OPC Provider requirements:

- Must provide at minimum the services outlined in (*Section VI Pg. 28-30*).
- Must adhere to all Policies and Procedures adopted in (*Section II.B*).

Data Reporting & Evaluation (Section II.C- Pg.9-13)

Objective: Implement a robust data systems and reporting protocols to ensure ongoing compliance, transparency, and outcome tracking.

Administrative Records & Reports (Section II.C- Pg.11-12)

The OPC Provider Requirements:

- Maintain required administrative records, ensuring compliance with de-identified data reporting. (*Section II.C.v.1, Pg. 12*).

- Establish an Administrative Record System such as NEO360 or comparable tracking system to collect required data **(Section II.C.v.1.a thru f.) Pg. 12).**
- Submit a data report in aggregate monthly for the first 3 months of operation, and quarterly thereafter. **(Section II.C.v.1, Pg. 13).**
- Submit reports due to The City by the 10th of the month following the end of the reporting period.

The City requirements:

- Submit a data report to VDH in aggregate monthly for the first 3 months of operation, and quarterly thereafter. **(Section II.C.v.1, Pg. 13).**
- Submit data reports to VDH. Reports due by the 15th of the month following the end of the reporting period. **(Section II.C.v.1, Pg. 12).**

Records Content and Management (Section III.B - Pg. 14)

Objective: Implement a secure, compliant administrative record system that supports participant confidentiality. **Section III.B & C, Pg. 14).**

The OPC Provider requirements:

- Maintain records for every participant in accordance with the policies and procedures adopted in phase 1, Section II.B **(Section III.B.i - Pg. 14).**
- Establish an Administrative Record System such as NEO360 or comparable tracking system to collect required data **(Section III.B.ii.2.a-h - Pg.14).**
- Adhere to operating guideline requirements **(Section III.B.iii, iv. & v).**

6. Annual Reporting Requirements (Section II.C.vii, Pg. 13)

The OPC Provider requirement:

- Submit required annual reports to the City no later than January 10th of each year of OPC operation. **(Section II.C.vii.1.a.b.c.d.e.f, Pg. 13).**

The City requirement: (Section II.C.vii.1.a.b.c.d.e.f, Pg. 13).

- Shall publicly post annual reports no later than January 15th of each year of OPC operation.
- Shall provide the Legislature the annual report no later than January 15th of each operating year.

Act 178 Study Collaboration (Section II.C.vi)

Objective: Support and participate in required evaluation efforts to assess the public health impact of OPC implementation in Burlington **(Section II.C.vi, Pg. 13.).**

The OPC Provider & City requirements:

- The City and its sub grantees will collaborate with the Department of Health and its associated contractors to complete the study as required by Act 178, supporting data collection and evaluation.
- The City and its sub grantees will participate in additional evaluation efforts that aim to provide information on the impacts of this pilot project in Burlington VT.
- The City and its sub grantees will collaborate with VDH & research entities to establish pre-implementation baseline data.

Conclusion

This phased approach provides a structured path to achieving full OPC compliance while allowing time for comprehensive planning and capacity building. By prioritizing service assessment, policy development and site search in Phase 1, the City ensures that all requirements are met before opening the OPC. The collaborative efforts between the City, OPC Partner, and technical assistance contractors will create a well-structured and sustainable harm reduction initiative in Burlington.

