

Community Services Block Grant Program Manual

Effective October 6, 2023

Updated February 6, 2024

Department for Children & Families
Office of Economic Opportunity



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SECTION 1. OFFICE OF ECONOMIC OPPORTUNITY – GUIDING PRINCIPLES

In support of developing effective partnerships, the Office of Economic Opportunity (OEO) has adopted the following guiding principles:

- **Mutual Respect**
- **Open Communication**
- **Joint Problem-Solving**
- **Empowerment through Diversity**
- **Ethical Code of Conduct**

SECTION 2. COMMUNITY SERVICES BLOCK GRANT OVERVIEW

In 1981, the Governor of Vermont designated the Office of Economic Opportunity (OEO), administrator of the Community Services Block grant (hereinafter called CSBG). Under the provisions of the Omnibus Budget Reconciliation Act of 1981 (hereinafter called OMBR), and Public Law 98-558, Human Services Reauthorization Act of 1984, and the Augustus F. Hawkins Human Services Reauthorization of 1990 (P.L. 101-501), and the COATS Human Services Reauthorization Act of 1998, the Office of Economic Opportunity has developed a plan for the distribution and use of these funds.

The CSBG program will be used to provide a range of services and activities having a measurable and potentially major impact on the causes and effects of poverty in Vermont. The activities will be directed toward assisting participants with low incomes including the elderly poor. A common theme among the local programs is the active participation of low-income people, in tandem with public officials and leaders of the private sector, in the design and implementation of the programs. In addition, these programs share a common goal: the achievement of self-sufficiency, emphasizing self-reliance and institutional change to assist the low-income people they serve.

The State of Vermont accepted administrative responsibility for the CSBG as of October 1, 1981. The State Office of Economic Opportunity) was designated as the grantee for the CSBG program by the Governor.

Consistent with the intent of Congress in establishing block grants, the Department of Health and Human Services, Office of Community Services, imposed no requirements, restrictions or regulations other than those contained in the authorizing legislation. Of particular note with regard to the requirements contained herein, the State is required to:

"...provide that fiscal control and fund accounting procedures will be established as may be necessary to assure the proper dispersal of and accounting for Federal funds paid to the State under this subtitle, including procedures for monitoring the assistance provided under this subtitle..."

And the Reauthorization Act included the following:

"all eligible entities in the State will, not later than fiscal year 2001, participate in the Results Oriented Management System... ...for measuring performance and results and a description of outcome measures to be used to measure eligible entity performance in promoting self-sufficiency, family stability, and community revitalization."

The CSBG Act is found at: <https://www.acf.hhs.gov/ocs/resource/community-services-block-grant-statute>.

The Vermont statute is available at: [VSA Title 3, Chapter 59 Community Service Agencies](#)

In the absence of specific requirements for the management of operations and the control of funds, the State has developed an administrative plan for the control of funds and activities that is consistent with sound management practices, while at the same time providing maximum flexibility to the operators of CSBG programs.

SECTION 3. CSBG PROGRAM

3.1 CSBG STATE PLAN

The CSBG Act requires Vermont to submit a CSBG State Plan to the Office of Community Services within the Department for Health and Human Services (OCS-HHS) for each grant award period to describe Vermont's proposed use of CSBG funds and include assurances that CSBG will be used in accordance with legislative intent. OEO develops and submits a CSBG State Plan every year by September 1. OEO solicits public comments during the process of developing the CSBG State Plan and posts the State Plan on the Agency of Human Services (AHS) website. The State holds a public hearing, with notice sent to grantees, legislators, other stakeholders, and the public at least 30 days in advance. The Department for Children and Families presents information on the Department's budget and programming, including CSBG, annually. Revisions to the CSBG State Plan may be made in response to written and verbal public comments.

The State supports maximum feasible participation of all interested persons and groups in the development and implementation of CSBG programs at the state and local level, in an advisory capacity. Therefore, it expects local agencies to continue meaningful participation of the public, private, and low-income sectors in the planning and operation of programs under the CSBG.

3.2 ELIGIBLE ENTITIES

The federal CSBG Act designates agencies eligible to receive CSBG funds. Community Action Agencies (CAAs) are local, private and public nonprofit organizations that carry out the Community Action Program. There are over 1,000 CAAs in the United States and its territories. Vermont has 5 CAAs, each of which service a specific geographic area.

3.3 COMMUNITY ACTION FUNDING ALLOCATION FORMULA

By statute, Vermont shall distribute 90% of its total CSBG award to eligible entities. No more than 5% of the CSBG allocation may be used for the State's administrative expenses, and the remaining 5% may be used at the State's discretion to support activities consistent with the CSBG Act and with priorities identified in the State's CSBG Plan.

The amount to be awarded to each Community Action Agency will be determined by the application of the State Office of Economic Opportunity allocation formula. This formula is designed to ensure that each eligible entity receives an amount sufficient to provide an administrative funding base and, further, to ensure that funding to specific areas during subsequent years corresponds to the current economic situation of each area.

Prior to the award of CSBG funds, the Office of Economic Opportunity will reserve 10 percent of the funds awarded; five percent will be used for State administration of the program. With the balance of the funds reserved, the State may:

1. transfer in accordance with Section 675(c)(5) of the CSBG Act; or
2. utilize for the purpose of funding special projects which have proven to be, or may prove to be particularly effective in ameliorating the causes of poverty in communities within the State; or

3. distribute through the allocation formula.

The Office of Economic Opportunity allocation formula is updated periodically to address the distribution of this statutory 90% to Vermont's five Community Action Agencies while allowing for adjustments to be made as current, local poverty data become available.

The State Office of Economic Opportunity has adopted the FY 2018 Community Action Agencies distributions as the new base levels for funding.

In any year where Vermont receives an increase or decrease in core CSBG funding available to eligible entities—above or below the FY 2017 base level of \$3,305,030—the amount allocated to each eligible entity shall be adjusted with a corresponding percentage increase or decrease in funding. In this way, a 5% increase in Vermont's CSBG award would result in a 5% increase to each eligible entities' allocation for that year: likewise in the experience of a decrease to Vermont's CSBG award.

In FY 2018, the State Office of Economic Opportunity reviewed the formula allocation in partnership with eligible entities and decided to postpone any amendment to the formula until the next 10-year census data is available for review and analysis.

HISTORICAL NOTE

FY 2010 base awards were arrived at by distributing the historical FFY 1993 base of \$2,051,460 according to the following formula:

- 50% divided equally
- 40% on the basis of eligible population
- 5% on the basis of per capita income
- 5% excess unemployment

and the excess of \$1,305,540 on the basis of each eligible entity's service territory's share of the State's total eligible population (defined as the number of persons at or below 125% of federal poverty level).

3.4 DISCRETIONARY OVERVIEW

CSBG Discretionary Funds, 5% of the CSBG allocation to Vermont, may be used at the State's discretion for training and technical assistance projects to meet urgent and unforeseen needs as well as capacity building initiatives that are consistent with the purposes of the CSBG legislation. OEO awards these grants in accordance with the State Plan. Organizations eligible to receive grants supported through these funds include Vermont's Grantees – Community Action Agencies, Vermont Community Action Partnership (VCAP), and other organizations that support ameliorating the causes and conditions of poverty in Vermont.

3.5 COMMUNITY ACTION WORK PLAN

Each agency must submit a comprehensive community action work plan annually to meet the purpose of the CSBG Act. The work plan allows for a clear presentation of the correlation between the agency plan and budgets; and allows for the development and presentation of performance indicators and outcome measures by which each agency will be able to monitor their progress toward the full implementation of Results Oriented Management and Accountability (ROMA) and attainment of the three National Goals. The plan includes the following major components:

- Agency & Community Background
- Community Assessment & Strategic Plan

- ROMA Implementation Plan
- Management and Administration
- Budget

The plan outlines the agency’s mission, vision and provides a basic community profile. It highlights, at a high level, the top needs and strategies identified through the agency’s Community Assessment and Strategic Plan and connects these needs and strategies to its annual plan of work. It identifies specific areas of work (programs and initiatives) for the coming year, target populations, and results to be achieved, with a specific focus on how the agency will establish linkages and how it will adjust its approach based on past results. The plan describes how the agency will manage and administer the Community Services Block Grant and provides a budget plan for the year.

The plan submission includes a signed list of Assurances which will delineate all necessary assurances relative to activities undertaken and the expenditures incurred with funds provided under the CSBG Act.

Refer to Appendix A for the Request for Work Plan template.

Reference: Section 676(b) (11) of the [CSBG Act](#).

3.6 GRANT AGREEMENTS AND AMENDMENTS

All grant agreements will be administered in accordance with applicable Federal and State rules and regulations. The grant outlines the legal requirements and agreements between OEO and subrecipients.

The funding cycle for CSBG is the federal fiscal year (October 1 - September 30).

Funding is a monthly advance based on an OEO-approved monthly expenditure plan per the terms of the grant agreement. The intent is that an agency shall have no more than 30 days of CSBG cash on hand. If there are challenges related to financial or programmatic performance or reporting OEO reserves the right to shift to reimbursement-based payments.

Amendments are required to change the scope of work and increase/decrease the total grant award.

Refer to Appendix B for the Grant Agreement template.

3.7 GRANTEE KEY CONTACT CHANGES

Grantees must notify the Director of OEO in writing as soon as possible when key contact changes occur, including executive directors/CEOs, chief financial officer/finance director, and board chairs. Other changes should be shared too if those staff are funded with these grants or work within programs / services funded with these grants.

SECTION 4. COMMUNITY ACTION PROGRAMMING

4.1 PROGRAM ELIGIBILITY

Federal CSBG statute establishes client income eligibility at the level authorized by Congress of the federal poverty guidelines, giving states the option to set this figure lower if it serves the objectives of the block grant. Only those persons who meet the criterion of eligibility established under Section 673 (2) of the CSBG Act – that is, whose income does not exceed 125% (or otherwise authorized by Congress) of the official poverty line established by the Secretary of Health and Human Services – shall be the recipients provided with funds under this grant.

1. General: Vermont’s Community Action Agencies will use the level authorized by Congress of the federal poverty guidelines (historically 200% or 125%) of Federal Poverty Guidelines as the standard for determining CSBG income eligibility. This will be calculated based on a household’s gross income in the past 30 days, excluding tax refunds.
2. Re-Certification: In each new federal fiscal year, Community Action Agencies shall re-certify that new or returning CSBG households are income eligible and reside in the service territory.
3. Direct Assistance: A household receiving CSBG direct assistance dollars (such as a rental payment to prevent eviction, or a grant to open a small business) must be income eligible at the time of assistance. Their file must contain appropriate documentation (see item 4). Failure to document eligibility in connection with financial assistance may result in the program operator having to repay funds. Direct assistance is always to a third-party vendor, such as a landlord or utility. Under no circumstances shall a payment go directly to a client household.
4. Documentation: Acceptable forms of documentation include: current pay stubs, bank statements or tax documents; or a printout from the state’s Access system showing financial benefits received. If none of the above are available and it is reasonable to assume the household is income eligible, the Community Action Agency may use a written certification, signed by the client and community action staff, showing the household’s income in the past thirty days.
5. Tax Refunds Not Counted as Income: The “Tax Relief, Unemployment Insurance Reauthorization, and Job Creation Act of 2010, signed into law on December 17th, 2010, includes a provision that disregards tax refunds as income or resources in programs funded in whole or in part with Federal funds. The total amount of a refund received after December 31, 2009 – regardless of whether the refund is the result of a refundable credit, over-withholding, or both – is disregarded as income and resources. The law is not retroactive, but applies as of the date of enactment.
6. Programs Funded in Part by CSBG: Where a program is partially funded by CSBG, a proportional share of clients served by the program must meet CSBG eligibility guidelines.
7. Asset Development and Self-Sufficiency: Asset-development programs funded in whole or in part by CSBG and designed to span more than one fiscal year may continue to provide programming to a client or household whose income increases above the poverty guidelines, so long as the household met all eligibility guidelines at the time of program entry. This applies to non direct-assistance programs where the focus is supporting a household’s transition out of poverty. In keeping with item 3, no household is eligible for CSBG direct assistance if current household income exceeds federal poverty guidelines.
8. Self-Employment: Where a member of the household is self-employed, gross revenues clearly tied to a business, and offset by the legitimate operating expenses of that business, shall not be considered household income. However, any personal income earned through self-employment shall be considered part of household income.

Reference:

- [CSBG Act](#), Section 673(2)
- Federal Poverty Guidelines <https://aspe.hhs.gov/poverty-guidelines>
- [OCS Information Memorandum 30 \(September 30, 1998\)](#)

4.2 ALLOWABLE ACTIVITIES

CSBG funds can be used for a wide variety of activities designated to assist low-income families and individuals, including homeless households, refugees, migrant or seasonal farmworkers, families and individuals and elderly. Per Vermont Statute, components of services and activities may assist participants:

1. *To secure and retain meaningful employment;*
2. *To attain an adequate education;*
3. *To make better use of available income;*

4. *To provide and maintain adequate housing and a suitable living environment;*
5. *To obtain services for the prevention of narcotics addiction, alcoholism, and for the rehabilitation of narcotic addicts and alcoholics;*
6. *To obtain emergency assistance through loans and grants to meet immediate and urgent individual and family needs, including the need for health services, nutritious food, housing, and unemployment-related assistance;*
7. *To remove obstacles and solve personal and family problems which block achievement of self-sufficiency;*
8. *To achieve greater participation in the affairs of the community;*
9. *To make more frequent and effective use of other programs related to the purpose of this chapter;*
10. *To coordinate and establish linkages between governmental and other social service programs to assure the effective delivery of such services to low-income persons; and to encourage the use of entities in the private sector of the community in efforts to ameliorate poverty in the community.*

Grantees will identify the specific services and strategies they will provide in their Community Action Plan based on the findings of their Community Needs Assessment.

Reference: Section 676(b) (1) of the [CSBG Act](#) and 3 V.S.A 3902 [3 V.S.A 3902](#).

4.3 CONDITIONS & LIMITATIONS OF THE COMMUNITY SERVICES BLOCK GRANT

Child Support Services and Referrals - Per Section 678G(b) of the [CSBG Act](#), grantees are required to inform custodial parents in single-parent families that they serve about the availability of child support services by referring eligible parents to the local child support agency.

Special Conditions

1. Any funds included in the incorporated budget as “Director’s Special Discretionary Fund” or “Direct Client Services” are provided for emergency purposes, for the Executive Director/CEO to assist low-income persons to obtain emergency assistance, as provided under Section 675 (c) (1) (B) (iii) of the Community Services Block Grant Act. The expenditure of any funds provided for this purpose shall be reported to the State with the next Invoice/Financial Statement following the date on which the expenditure was made. The report shall include, for each expenditure, information concerning the circumstances of the emergency; the amount of the expenditure; the nature (loan or grant) of the expenditure; the result of the use of the funds; and the number of persons assisted thereby.
2. Title for all non-expendable personal property (unit acquisition cost of \$5,000 or more, and having a useful life exceeding one year or more) and non-expendable property with a cost of \$5,000 or more, vests in the State. The purchase of all non-expendable personal property shall require the prior approval of the State; the completion and the submittal of a CSBG Property Record Card is required within 30 days after delivery; and the inclusion of the item(s) in the Subrecipient’s CSBG Fixed Assets Account.
3. Adequate documentation verifying client eligibility must be maintained by the Subrecipient.
4. The complete minutes from all Subrecipient’s board meetings, including committee meetings, shall be transmitted to the State within 30 days of the board meeting or on approval.

Other Federal Limitations on use of CSBG Funds

Construction of Facilities

“(1) Limitations - Except as provided in paragraph (2), grants made under this subtitle may not be used by the State, or by any other person with which the State makes arrangements to carry out the purposes of this subtitle, for the purchase or improvement of land, or the purchase, construction, or permanent improvement (other than low-cost residential weatherization or other energy-related home repairs) of any building or other facility.

(2) Waiver- The Secretary (*of Health and Human Services*) may waive the limitation contained in paragraph (1) upon a State request for such a waiver, if the Secretary finds that the request describes extraordinary circumstances to justify the purchase of land or the construction of facilities (or the making of permanent improvements) and that permitting the waiver will contribute to the ability of the State to carry out the purposes of this subtitle.”

Prohibition on Political Activities - “Programs assisted under this subtitle shall not be carried on in a manner involving the use of program funds, the provision of services, or the employment or assignment of personnel, in a manner supporting or resulting in the identification of such programs with:

- (A) any partisan or nonpartisan political activity or any political activity associated with a candidate, or contending faction or group, in an election for public or party office;
- (B) any activity to provide voters or prospective voters with transportation to the polls or similar assistance in connection with any such election; or
- (C) any voter registration activity.”

Reference: [CAPLAW Do's and Don'ts of Voter Registration](#)

SECTION 5. COMMUNITY ACTION TRIPARTITE BOARD

Federal legislation requires the establishment of a tripartite board for Community Action Agencies. As a condition of designation, Community Action Agencies administer their CSBG program through boards that direct and fully participate in the ongoing development, planning, implementation and evaluation of programs serving low-income communities.

5.1 TRIPARTITE BOARD REQUIREMENTS FOR COMMUNITY ACTION AGENCIES

All eligible entities shall be governed by a tripartite board as described in Section 676B of “The Community Services Block Grant Act.” The board must fully participate in the development, planning, implementation, and evaluation of the program to serve low-income communities. The board’s composition must be composed of one-third elected public officials, at least one-third representative of low-income individuals and families in the neighborhood served, and the remaining board members of business or community groups.

Reference: [CSBG Information Memoranda \(IM\) #82 Tripartite Boards](#) and [CAPLAW Tripartite Board Selection and Composition](#)

5.2 DEMOCRATIC SELECTION PROCESS FOR COMMUNITY SECTOR

The Community Sector board members must be chosen in accordance with democratic selection procedures adequate to ensure that they are selected by, and represent, persons with low-income. They may be chosen directly by election or public forum, or through a similar democratic process such as an election to a position of responsibility in another significant service or community organization. Agencies must have a procedure or policy documenting the democratic selection process.

Reference: [CAPLAW RaisingtheLowIncomeVoice Introduction April2021.pdf](#)

5.3 PROCEDURE TO PETITION FOR REPRESENTATION

Agencies must have a procedure in their board bylaws, policy, or procedure manual through which individuals with low-incomes or any community and religious organization can petition for representation on the agency's board of directors.

Reference: Section 676B of the CSBG Act and OCS Information Memorandum 82

5.4 BOARD BYLAWS

All CAAs must have written bylaws that are consistent with the CSBG Act and all other applicable regulations, rules as well as with the CSBG Standards. The bylaws of CAAs must define the tripartite composition of the board. Agencies must also define procedures for democratic selection of the Community Sector representatives.

Per Organizational Standard 5.4, CAAs must have written bylaws that are reviewed and approved by the agency's board of directors and an attorney within the past 5 years.

5.5 BOARD VACANCIES

Board vacancies shall be filled within a reasonable timeline. OEO interprets this to be 90 days. Agencies are required to submit a board roster quarterly utilizing the template provided by OEO. OEO tracks board vacancies to ensure compliance. If an agency expects a board seat to be vacant more than 90 days, they may be required to provide additional information.

5.6 BOARD MEETINGS AND MINUTES

Board meetings must be scheduled and held in accordance with the CAA's bylaws. Likewise, board attendance requirements must be outlined and followed in accordance with the CAA's bylaws.

The Board meeting calendar is due annually to OEO. Board meeting minutes, including committee meeting minutes, must be submitted within 30 days or on approval by the board to OEO. All grantees must keep electronic copies of Board Minutes. Minutes may be requested for monitoring and annual Organizational Standards documentation review.

5.7 STATE OF VERMONT BOARD REQUIREMENTS

All eligible entities shall be governed by a board as described in Vermont State Statute (11B VSA Chapter 8). The Statute includes requirements for the Board of Directors, such as term limits and minimum number of board members; Meetings and Action of the Board; Standard of Conduct; Officers; and Indemnification.

Reference: <https://legislature.vermont.gov/statutes/chapter/11b/008>

SECTION 6. GRANT ADMINISTRATION AND MONITORING

6.1 MONITORING PLAN

The goal of monitoring is to validate compliance and to support performance improvement. Monitoring is a key opportunity to provide training and technical assistance. OEO practices its Guiding Principles during the monitoring process: Mutual Respect, Open Communication, Joint Problem Solving, Diversity & Inclusion, and Ethical Code of Conduct.

Consistent with the federal requirements in section 678B of the CSBG statute, The State of Vermont conducts monitoring of all CSBG Eligible Entities to determine whether eligible entities are meeting the performance goals, administrative standards, financial management requirements, and other requirements of the State.

Onsite Monitoring

The State Office of Economic Opportunity and The Agency of Human Services Audit Unit conducts the following reviews of all eligible entities:

- A full onsite review of each eligible entity at least once during each 3-year period. This onsite monitoring incorporates interviews with the Community Action Agency management, staff and board, review of back-up documentation, site inspection, review of client files, policies and procedures. The process utilizes the State of Vermont’s CSBG Monitoring tool which contains 130 items dealing with Program Compliance, Board Governance, ROMA implementation and data quality, and Administrative Operations based on requirements laid out in the grant agreement, OCS IMs, CSBG State Statute, Organizational Standards, and other relevant regulatory documents. The Agency of Human Services Audit Unit uses its financial monitoring tool which focuses on Fiscal Controls and Financial Procedures. Beginning in FY16, the organizational standards have been incorporated into the onsite review of each eligible entity.
- An onsite review of each newly designated entity immediately after the completion of the first year in which the entity receives funds through the community services block grant program.
- Follow-up reviews including prompt return visits to eligible entities, and their programs, that fail to meet the goals, standards, and requirements established by the State. The State Office of Economic Opportunity uses a risk-assessment procedure to determine if follow-up monitoring is indicated, and whether the next full monitoring visit is required in one, two or three years.
- Other reviews as appropriate, including reviews of entities with programs that have had other Federal, State, or local grants terminated for cause.
- All onsite reviews include an exit interview and an initial monitoring report to eligible entities within 45 days.
- Additionally, the State Office of Economic Opportunity conducts off-site (desk monitoring) reviews of all eligible entities throughout the program year. This consists primarily of a review of financial and programmatic reports from eligible entities.

Reporting Requirements

- a. Programmatic
 - 1) Each Vermont Community Action Agency, in conjunction with the State Office of Economic Opportunity, has developed a client information system to collect and track data on programs operated, clients served, and outcomes achieved. Community Action Agencies will use the information systems to generate a demographic profile of clients served and the types of services provided. Summary reports on the number of, and characteristics of, clients served will be submitted to the State Office of Economic Opportunity on a quarterly basis, defined in the individual grant agreements with the local sub-grantees.
 - 2) Programmatic reports, consisting of the agency’s National Performance Indicator data, detailing the progress the Community Action Agency has made towards each of the Three National Goals,

and a CSBG narrative in the format proscribed by the National Association for State Community Service Programs (NASCS), will be submitted by each Community Action Agency to the State Office of Economic Opportunity quarterly.

b. Financial

- 1) The State Office of Economic Opportunity has developed a financial report – Invoice/Financial Statement – which is designed to facilitate the reporting of financial data on a monthly and cumulative basis. This report form was designed to afford the State and the sub-grantees the capability to carefully monitor expenditures by comparing actual to projected expenditures as presented on the Monthly Expenditure Plan.

Report forms have been designed to consolidate financial and programmatic information and to incorporate expenditure and service goals established by, and presented in, the grant agreements entered into between the State Office of Economic Opportunity and sub-grantees. This format presents a ready means of assessing grantee performance and further affords the capability of off-site financial monitoring which can identify individual sub-grantee(s) or specific sub-grantee expense accounts which should be subjected to on-site monitoring.

Regulations

The State Office of Economic Opportunity will develop no regulations or policies beyond those absolutely necessary to operate successfully with necessary program and fiscal accountability. Whenever possible, in addition to basic requirements contained in grant agreements between the State Office of Economic Opportunity and the sub-grantee, policies may be issued in the form of numbered policy memoranda to all sub-grantees on an "as needed" basis with a timely effective date. The provisions of such memoranda will be binding for CSBG sub-grantees.

Audit Requirements

Agencies receiving \$750,000 or more of federal assistance in a fiscal year must obtain a financial and compliance audit made in accordance with the Single Audit Act, and Code of Federal Regulations, OMB Uniform Grant Guidance 2 C.F.R., 200, as applicable.

State Responsibilities and Services

The State Office of Economic Opportunity is accountable to the Governor, Department for Children and Families Commissioner, Agency of Human Services Secretary, State Legislature, U.S. Department of Health and Human Services and the Congress for all aspects of grant management and program operation. Therefore, it will closely monitor program and fiscal management activities of its sub-grantees to ensure that services are being provided in an effective and efficient manner and that goals are being achieved.

Effective technical assistance and on-site monitoring can be accomplished through careful review and in-depth evaluation of fiscal and programmatic reports. Such analyses will identify any variance in planned progress toward the attainment of defined goals and will enable OEO to provide assistance or initiate the necessary action as necessary to remedy the situation. OEO will provide a wide range of technical assistance to the sub-grantees to assist them in provision of services to clients.

Additionally, all eligible entities will receive on-site visits by Office of Economic Opportunity staff in order to conduct formal reviews of the sub-grantee's accounting system and procedures, personnel and travel policies, management systems and program activities in order to assure programmatic and management accountability.

Written reports detailing monitoring findings - both positive and negative - will be submitted to the Director of the Office of Economic Opportunity. The Director will, where appropriate and necessary, initiate corrective action measures detailing the specific steps that must be taken in order to achieve compliance with defined goals and standards. Such corrective measures will be communicated to the Executive Director/CEO of the particular agency, who will be responsible for implementing the required action.

As appropriate, monitoring may also result in technical assistance plans negotiated between the eligible entity and the State Office. The existence of a technical assistance plan does not constitute a deficiency, finding, or corrective action. Technical assistance may be offered with or without the existence of a deficiency.

Refer to Appendix C for the OEO Grant Monitoring Procedures.

6.2 FUNDING TERMINATION AND REDUCTION OF FUNDING

Per Section 676(b)(8) of the CSBG Act, no eligible entity in the State that received funding in the previous fiscal year through a community services block grant will have funding terminated, or reduced below the proportional share of funding the entity received in the previous fiscal year unless, after providing notice and an opportunity for a hearing on the record, the State determines that cause exists for such termination or such reduction, subject to review by the Secretary of the Department of Health and Human Services as provided in section 678C(b).

OEO may suspend funding to a sub-grantee if the agency fails to submit accurate reports on the dates the reports are required. Funding may also be suspended if monitoring reports or independent audit reports indicate substantial noncompliance with Federal legislation, program regulations, established State policy, grant requirements, generally accepted accounting procedures or fiscal control procedures.

For purposes of making a determination with respect to a termination, the term 'cause' includes the material failure of an eligible entity to comply with the terms of its agreement and community action plan to provide services under this subtitle.

If the State determines that for some substantiated reason that a Community Action Agency is not meeting its grantee obligation, the State will notify the agency in writing of its determination and utilize the thirty day cancellation clause. This written notice will be the last resort after all reasonable attempts have been made to resolve and rectify the noncompliance.

The Community Action Agency has the right to appeal the cancellation of its CSBG grant agreement or failure to receive a new grant to the Vermont Agency of Human Services "Human Services Board" as described in Vermont Statutes Annotated, Title 3, Section 3090 and 3091. This provides for proper notice, the conducting of hearings and an appeal process.

The final termination of CSBG funds is subject to review by the Secretary as provided in the CSBG Act.

Additionally, the State assures that it will meet the requirements of Section 678(C)(a) of the Act, including:

1. inform the entity of the deficiency to be corrected;
2. require the entity to correct the deficiency;
3. offer training and technical assistance as appropriate to help correct the deficiency, and submit to the Secretary a report describing the training and technical assistance offered or stating the reasons for determining that training and technical assistance are not appropriate;
4. at the discretion of the State, offer the eligible entity an opportunity to develop and implement, within 60 days after being informed of the deficiency, a quality improvement plan and to either approve the proposed plan or specify reasons why the proposed plan cannot be approved.

5. after providing adequate notice and an opportunity for a hearing, initiate proceedings to terminate the designation of or reduce the funding to the eligible entity unless the entity corrects the deficiency.

Reference: Section 676(c) of the [CSBG Act](#). The procedure for termination or reduction in funding is defined in Section 678C (a-c) of the [CSBG Act](#)

6.3 DESIGNATION AND DE-DESIGNATION OF GRANTEES

The procedure for Designation or De-designation of grantees is defined in Section 676A of the [CSBG Act](#), [IM 116](#) and [MN Rules Cessation and Change Designation](#).

SECTION 7. PERFORMANCE MANAGEMENT

7.1 RESULTS ORIENTED MANAGEMENT AND ACCOUNTABILITY (ROMA)

ROMA is a performance management framework which includes: the CSBG Organizational Standards; the State Accountability Measures; and the Federal Accountability Measures. The ROMA methodology involves practice of a data driven cycle: assessment, planning, implementation, achievement of results, evaluation, and re-assessment, etc. ROMA is required to be integrated into CAA management and administrative processes from conducting a needs assessment, implementing agency-wide strategic planning, the carrying out of services and strategies, and reporting and analyzing data.

THE COMMUNITY SERVICES NETWORK IS GUIDED BY THREE BROAD ANTI-POVERTY GOALS:

- Goal 1: Individuals and families with low incomes are stable and achieve economic security.
- Goal 2: Communities where people with low incomes live, are healthy and offer economic opportunity.
- Goal 3: People with low incomes are engaged and active in building opportunities in communities.

CAAs will use ROMA methodology in their work toward realization of these goals. CAAs will report on the progress in meeting these goals via the CSBG Annual Report (Modules 2-4):

- Module 2—CSBG Grantee Expenditures, Capacity, and Resources
- Module 3—Community Level Initiatives and Outcomes (or via narrative)
- Module 4—Individual and Family Level Services and Outcomes

CAAs are required through compliance with the organizational standards to implement actions that focus on results-oriented management and results-oriented accountability. CAAs develop and implement strategies to measure and record improvements in the condition of low-income people and communities in which they live that result from Community Action intervention. Information about outcomes and results are used by CAA tripartite boards and staff to determine overall effectiveness of programs, inform annual and long-term planning, and to support agency advocacy, funding, and community partnership activities.

7.2 REPORTING REQUIREMENTS

Each CAA will submit a complete and accurate reports to OEO as requested by OEO. All data submitted by CAAs to OEO-DHS for reporting is expected to be reviewed, verified, and, unless otherwise specified, unduplicated to the greatest extent possible. Data collection involves the collection of information on: unduplicated number of persons served, number of households served, various demographic information, etc. that act as indicators of progress being made on various poverty programs and management functions. Data collection systems must be capable of providing all necessary reports to the State Office of Economic

Opportunity as required by the Office of Community Services in the CSBG Annual Report, Modules 1 - 4. The excel template for the Modules 3 and 4 of the CSBG Annual Report (National Performance Indicators), is provided as part of this Request for Work Plan. Use of Module 3, Community Level Indicators, is optional. Agencies are encouraged to use narrative reports to describe community level work and results.

Vermont’s five Community Action Agencies and the State Office of Economic Opportunity have agreed upon a set of National Performance Indicators at both the Individual and Family Level, these were revised at a statewide ROMA meeting on August 3, 2022. Agencies are required to report on the agreed upon National Performance Indicators. Additional agency-specific measures are encouraged.

Monitoring of the agency's operations involves evaluating the success made toward the National goals and the satisfaction of State requirements concerning management activities.

CAAs will also submit any additional documentation, including but not limited to success stories and information for legislative and public awareness purposes as requested by OEO. OEO will review policies and procedures related to ROMA and reporting data during monitoring site visits and/or desk audits.

CSBG Reporting includes:

CSBG Report	Due Date
Invoice/Financial Statement	Monthly, due at State Office of Economic Opportunity the 15 th of the month following the report month.
Request for Cash Advance	Monthly, due at State Office of Economic Opportunity the 15 th of the month, following the report period.
<ul style="list-style-type: none"> -Agency National Performance Indicators. Reporting on Agency progress made toward the Three National Goals. (Modules 3 & 4) -Board Roster on required template -Updates on any active Technical Assistance Plan related to Organizational Standards 	Quarterly, due at State Office of Economic Opportunity the 30 th of the month, following the report period.
CSBG Annual Report, including Eligible Entity Expenditures, Capacity, and Resources (Module 2), National Performance Indicators (Modules 3 & 4) and CSBG narrative highlighting agency programs or initiatives in format specified by NASCSP and the Vermont Office of Economic Opportunity	Annually, due at State Office of Economic Opportunity in December.
Board Meeting Calendar	Annually, due within the first quarter of the FFY

Board Meeting Minutes, including Committee Meeting Minutes	Within 30 days or on approval by the Subrecipient Board
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7.3 ORGANIZATIONAL STANDARDS

Vermont has adopted the organizational standards developed by the OCS-supported CSBG Organizational Standards Center of Excellence (COE), which reflect the requirements of the CSBG Act, good management practices, and the values of Community Action. These standards will ensure CSBG grantees have appropriate organizational capacity to deliver services to low-income individuals and communities.

All eligible entities in the state will be required to adhere to the CSBG Organizational Standards Center of Excellence (COE) organizational standards (as described in IM 138). The State will assess eligible entities against these organizational standards on an annual basis.

To ensure the proper management of federal grant funds, the State requires the Community Action Agency to develop a financial management plan that adopts and assures compliance with the OMB Uniform Requirements. Each agency’s financial management policies and procedures are provided during the annual assessment of organizational standards. Financial policies and procedures must address:

- Cash receipts: the process for recording receipt, verifying relationship check amount remittance voucher, timing of bank deposit, position responsible for making deposit, etc.
- Cash Payments: the process whereby payments for goods and services are initiated, including documentation required to make payment, positions authorized to sign checks and the number of signatures required to validate checks.
- Bank Reconciliations: the procedure utilized to compare cash recorded, per the accounting records, with cash reported by the bank. Including the frequency with which bank reconciliations are conducted and indicate the position responsible for ensuring the process is completed.
- Payroll System: the items of control (i.e., time sheets) and procedure utilized (i.e., supervisory review/signature) to ensure the validity and accuracy of payments under the payroll system.

For reference, please review [CSBG IM 138 State Establishment of Organizational Standards for CSBG Grantees](#)

7.4 TRAINING, TECHNICAL ASSISTANCE, AND OTHER ACTIVITIES

OEO is responsible for providing grantees receiving CSBG funds with a range of technical assistance and training in order to establish and maintain sound grant management and program practices. Technical assistance is available throughout the term of the grant.

Reference: Section 678A of the [CSBG Act](#)

7.5 AMERICAN CUSTOMER SATISFACTION INDEX (ACSI):

The ACSI is a biannual survey administered to grantees and VCAP to measure OEO-DHS’ effectiveness in meeting CSBG Act requirements, including development of the State Plan, Distribution of Funds, Use of Remainder/Discretionary Funds. Training and Technical Assistance, Monitoring and Corrective Action, Linkages, and overall satisfaction of grantees with their partnership with the State.

The State will share ACSI results with the grantees and VCAP, and will use ACSI survey results to improve its performance and quality of its partnership, training and technical assistance in each of the areas. We

appreciate grantee feedback so we can be a better partner. Results are aggregated and no individual grantee's remarks or scores are identified when results are published.

SECTION 8. OTHER REQUIREMENTS

8.1 STANDARD STATE AND AGENCY OF HUMAN SERVICES GRANT/CONTRACT PROVISIONS

All grant agreements with eligible entities are subject to the requirements stated in Attachment C: Standard State Provisions for Contracts and Grants and Attachment F: Agency of Human Services' Customary Contract/Grant Provisions.

Among other requirements, these attachments speak to the following:

- Whistleblower Protections
- Conflict of Interest
- Retention of Records
- Workplace Violence Prevention and Crisis Response
- Non-Discrimination
- Data Protection and Privacy
- Abuse and Neglect of Children and Vulnerable Adults (abuse registry and reporting requirements)
- 211 Database
- Voter Registration
- Drug Free Workplace Act
- Lobbying

Reference: <https://bgs.vermont.gov/purchasing-contracting/forms> and current grant agreement

SECTION 9. DEFINITION OF TERMS

American Customer Satisfaction Index (ACSI): Part of the CSBG State Performance Measures, the ACSI is a survey administered to Community Action Grantees and VCAP to measure the State's effectiveness in meeting CSBG Act requirements, including development of the State Plan, Distribution of Funds, Use of Remainder/Discretionary Funds. Training and Technical Assistance, Monitoring and Corrective Action, and Linkages.

Community Action Plan: Submitted by Grantees to OEO every year, this plan details community response to local need identified in the Community Needs Assessment and Strategic Plan, including specific programs, initiatives, and strategies offered by the CAA.

Community Needs Assessment (CNA): Completed by each CAA and submitted to OEO every three years, the CNA is a detailed analysis of the causes and conditions of poverty in the community.

Community Services Block Grant (CSBG): Federal block grant, anti-poverty program administered by the Federal Office of Community Services.

CSBG Act (42 USC Ch. 106): Part of the Coats Human Services Reauthorization Act of 1998, the act authorizes the purpose, use, limitations, as well as the application, administration, and reporting requirements of CSBG funds.

CSBG State Plan: The State's application for CSBG funding to the Federal Office of Community Services.

Department of Health and Human Services (HHS): The Federal department that houses the Office of Community Services and which administers the CSBG block grant.

Federal Fiscal Year (FFY): The fiscal year for Federal funding is October 1 to September 30.

Grantees (Community Action Grantees): A Community Action grantee is an entity that carried a designation of Community Action Agency or other qualifying organization as of the day before the enactment of the Coats Human Services Reauthorization Act of 1998; and has retained that designation. In Vermont, there are 5 Community Action Agencies that receive funds and serve a specific geographic area of the state. All 14 counties in Vermont are included within the service area or jurisdiction of Vermont CAAs. Vermont's designated entities are eligible to receive CSBG funds. There are over 1,000 national grantees, including private and public entities, in the United States and its territories.

Vermont Community Action Partnership (VCAP): The State Association for Vermont's Community Action agencies.

National Association for State Community Services Programs (NASCS): The national association for state CSBG offices. NASCS provides training and technical assistance to the national Community Action network.

Office of Community Services (OCS): the Department of Health and Human Services, Administration for Children and Families, Office of Community Services is the Federal administrative agency over CSBG.

Office of Economic Opportunity, Vermont Department for Children and Families (OEO): The Office of Economic Opportunity in the Department for Children and Families, Vermont Agency of Human Services is designated in [statute](#) to administer Vermont's CSBG program.

Results Oriented Management and Accountability (ROMA): Part of the national performance management framework for the national Community Action network. ROMA is a complete management and accountability process focused on the results achieved by grantees that receive CSBG funds.

State Fiscal Year (SFY): The fiscal year for Vermont funding is July 1 to June 30.

Tripartite Board: A required three-part governing or advising board for a CAA and which is made up of representatives from the public sector, private sector, and community sector (individuals with low-incomes).

SECTION 10. APPENDICES

Appendix A – Request for Work Plan Template (pages 21-33)

Appendix B – CSBG Grant Agreement Template (pages 34-51)

Appendix C – OEO Grant Monitoring Procedures (pages 52-55)

APPENDIX A

COMMUNITY SERVICES BLOCK GRANT

FY 202X REQUEST FOR WORK PLAN

FOR THE PERIOD

OCTOBER 1, 202X - SEPTEMBER 30, 202X

STATE OFFICE OF ECONOMIC OPPORTUNITY

280 STATE DRIVE

HC 1 NORTH

WATERBURY, VERMONT

05671-1050



SECTION 1: INTRODUCTION & GENERAL INFORMATION

A. PROGRAM PURPOSE & BACKGROUND INFORMATION

The purpose of the Community Services Block Grant (hereinafter called CSBG) program is to ameliorate the causes and effects of poverty through the provision of a range of services and activities designed to have a measurable and potentially major impact on the causes of poverty in Vermont, especially in those communities where poverty is a particularly acute problem. Additional information and expectations are available in the CSBG Program Manual.

B. PURPOSE OF THE REQUEST FOR WORK PLAN

In 2017, the Office of Community Services established a new CSBG Annual Report based on a national CSBG Theory of Change (<https://nascsp.org/csbg/csbg-resources/roma/roma-next-generation/theory-of-change/>). The Annual Report and the Theory of Change organize the CSBG poverty problems into eight domains of work at the individual, family, community and agency level in order to support **Three National Goals**:

Goal 1: Individuals and families with low incomes are stable and achieve economic security.

Goal 2: Communities where people with low incomes live are healthy and offer economic opportunity.

Goal 3: People with low incomes are engaged and active in building opportunities in communities.

Service & Strategy Domains:

Agency Capacity Building

Civic Engagement and Community Involvement

Education and Cognitive Development

Employment

Health and Social/Behavioral Development

Housing

Income, Infrastructure, and Asset Building

Services Supporting Multiple Domains

The State is seeking a comprehensive plan developed by the Community Action Agency to meet the purpose of the CSBG Act. The work plan allows for a clear presentation of the correlation between the agency plan and budgets; and allows for the development and presentation of performance indicators and outcome measures by which each agency will be able to monitor their progress toward the full implementation of Results Oriented Management and Accountability (ROMA) and attainment of the three National Goals. The Request for Work Plan package consists of the following major components:

AGENCY & COMMUNITY BACKGROUND

COMMUNITY ASSESSMENT & STRATEGIC PLAN

ROMA IMPLEMENTATION PLAN

MANAGEMENT AND ADMINISTRATION

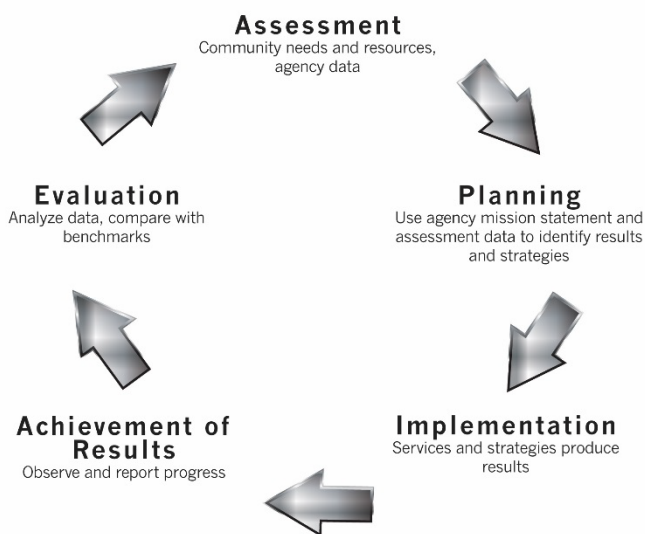
BUDGET

Since 2001, the Community Services Block Grant Act has required all CSBG eligible entities to participate in the Results-Oriented Management and Accountability (ROMA) system, and the State Office of Economic Opportunity expects Vermont's Community Action Agencies to be fully and actively engaged in the five-stage cyclical ROMA process of: Assessment; Planning; Implementation; Achievement of Results; and Evaluation. To be effective, this must be reinforced at all levels of the organization, including the board of directors. This strategic approach ensures that Community Action Agencies:

- I. have a complete and current understanding of the type and scope of poverty problems in their local communities;
- II. plan their programming and initiatives to address those needs identified and can select metrics against which program effectiveness will later be tested as well as targets and benchmarks;
- III. operate programs that make full and strategic use of appropriate resources;
- IV. achieve, measure, and report on results in the form of progress made towards performance indicators and the national poverty goals; and
- V. can evaluate overall program effectiveness by analyzing data and comparing against targets and/or benchmarks.

The Work Plan outlines the Agency's mission, vision and provides a basic community profile. It highlights, at a high level, the top needs and strategies identified through the Agency's Community Assessment and Strategic Plan, and connects these needs and strategies to its annual plan of work. The Work Plan identifies specific areas of work (programs and initiatives) for the coming year, target populations, and results to be achieved, with a specific focus on how the Agency will establish linkages and how it will adjust its approach based on past results. The Work Plan describes how the Agency will manage and administer the Community Services Block Grant and provides a budget plan for the year. The CSBG Work Plan demonstrates the Agency's plan as a part of the full ROMA cycle.

The Results Oriented Management and Accountability Cycle



C. ASSURANCES

Responses by the Community Action Agency to the Request for Work Plan will include a signed list of Assurances which will delineate all necessary assurances relative to activities undertaken and the expenditures incurred with funds provided under the CSBG Act.

E. REPORTING REQUIREMENTS

See CSBG Program Manual for Reporting Requirements.

D. GENERAL INSTRUCTIONS

The agency's proposal will not be considered unless it complies with all requirements listed in this request. The acceptable proposal submitted will be negotiated by the staff at the State Office of Economic Opportunity. The purpose of the negotiations is to arrive at a mutually agreed upon approach to meeting the requirements of the CSBG Act in furthering its goals and purpose.

Successful negotiations will result in the award of a grant to be entered into between the State and the Community Action Agency for the provision of services under the CSBG.

1. General Information: Section 1 (this section) provides an introduction and general information and assistance in preparing the work plan proposal.
2. Specifications for CSBG Work Plan: Section 2 contains the specific instructions for completing the work plan proposal. The responses to these sections will comprise the actual work plan narrative and budget. Please see the list of attachments below to be included in the work plan proposal.
3. Assembly of Application: Work Plan sections are listed below and should be specifically marked within the body of the proposal. Sections should be numbered using the following pagination format in the upper right corner of the document page:

Example: Agency Name, Date
 Section XXX
 Page X of X

Please include a list of attachments. To facilitate review and processing of the application, please assemble the materials as follows:

- A. Cover Sheet
- B. Agency & Community Background
- C. Community Assessment & Strategic Plan
- D. ROMA Implementation Plan
- E. Management and Administration
- F. Budget

Attachments:

- List of Attachments
- G. Signed Agency Assurances (*Document provided – needs signature*)
- Board Roster
- Job Descriptions for all positions funded in whole or in part with CSBG funds
- Indirect Cost Rate Agreement
- Other Attachments (please specify in List)

DUE DATES

Proposals must be received electronically on or before September X, 2023:

Kristin Lyons, State Office of Economic Opportunity

kristin.lyons@vermont.gov

On or before September XX, 202X, the proposal will be reviewed by the Office of Economic Opportunity and the Community Action Agency will meet with State Office of Economic Opportunity staff (if necessary) to review the proposal, suggest changes or make any other recommendations in order to fully understand the proposal and its goals.

All proposals will be either granted or denied by October 1, 202X. The award of funds is contingent upon a Congressional appropriation to operate the program.

SECTION 2: CSBG WORKPLAN SPECIFICATIONS – ANNUAL COMMUNITY ACTION PLAN

A. COVER SHEET

Please provide the following names and contact information.

	Name	Email	Phone #
Executive Director			
CSBG Contact			
Fiscal Contact			
Annual Report (NPI) Contact			
Organizational Standards Contact			

If the agency subgrants any CSBG funds, provide contact information and address for any subgrantees.

B. AGENCY & COMMUNITY BACKGROUND

1) Agency Description, Mission & Vision (approx. 1 page)

Provide a brief description (approx. 1 page) of the agency's mission (purpose), a description of the agency and its history, and a description of the long-term goals of/desired change from the agency's work (vision).

2) Community Profile (1-2 pages)

Provide a description of the agency's service area and target populations. List the communities the agency services. Describe the agency's basic assumptions about poverty causes and conditions affecting the community and the target population(s) identified.

C. COMMUNITY ASSESSMENT & STRATEGIC PLAN

1) Summary (1-2 pages)

Provide a short (executive) summary of the Agency's Community Assessment & Strategic Plan. The Agency submits its current and complete strategic plan and community assessment as part of the annual assessment of organizational standards.

The community assessment involves the identification of the not just the needs but also the strengths of the low income population and communities served. It involves the prioritization of need and directs the identification of specific strategies, which build on community strengths, to address these needs and issues and the poverty problem as identified in the CSBG Act.

Summarize key findings on the needs and strengths of communities assessed. If updates to either of these documents are in process, use the most recently completed community assessment and strategic plan, and reference work in process, as appropriate.

Describe the process used to apply the needs and strengths, as identified in the community assessment, to the development of the Agency's strategic plan and annual action plan (as presented in this submission) to address poverty problems within the three National Goals. (1-2 paragraphs)

2) Needs and Goal/Strategy Statement(s)

Provide information on the top needs identified through the agencies Community Assessment Process, as well as your agency's strategic plan goal(s) to address each. Provide information about the needs, as well as goal and strategy statements for the agency's top identified community needs. **Each Program and Initiative reported in the CSBG Annual Report and included in this Annual Workplan must be linked to the agency's identified needs and strategic goals included in the Workplan.** There will be one or more Statement(s) linked to a Program/Initiative. It is not expected that an agency have a Statement for every Domain. It's recommended that Statements be numbered easy reference.

For each Need and Goal/Strategy Statement, provide the following:

- 1) Identify the CSBG Domain
 - Agency Capacity Building
 - Civic Engagement and Community Involvement
 - Education and Cognitive Development
 - Employment
 - Health and Social/Behavioral Development
 - Housing
 - Income, Infrastructure, and Asset Building
 - Other
 - Services Supporting Multiple Domains
- 2) Describe the Needs & Resources (from Community Assessment)
- 3) Provide a Goal/Strategy Statement(s)
 - Individual/Family Level
 - Community Level
 - Agency Level

Agencies can enter a statement at the individual/family level, the community level and/or the agency level. Agencies are not required to have a statement for all three levels, but should have a statement for at least one. See attached example and optional template.

D. ROMA IMPLEMENTATION PLAN

With a completed community assessment and strategic plan, the development of the Annual ROMA Implementation Plan is the next step. The poverty areas (domains) have been identified and developed for agency action. The ROMA Implementation Plan is provided for the implementation of

the Three National Goals within a broad framework of outcome measures and National Performance Indicators.

Linkages

The CSBG Act specifically requires that agencies will coordinate and establish linkages in its work to address poverty problems. Within Section 1 below, agencies must identify and highlight how the agency will coordinate and establish linkages:

- a) to assure the effective delivery of and coordination of CSBG services to low-income people and communities and avoid duplication of services (Section 676(b)(5));
- b) to fill identified gaps in the services, through the provision of information, referrals, case management, and follow-up consultations, (Section 676(b)(3)(B));
- c) locally with WIOA workforce development systems, as well as other employment and training activities (Section 676(b)(5));
- d) with other organizations, including faith-based organizations, charitable groups, and community organizations (Section 676(b)(9));
- e) with other public and private resources (Section 676(b)(3)(C)).
- f) to support innovative community and neighborhood-based initiatives relative to the purposes of CSBG.

The State Office of Economic Opportunity will send an electronic template of the FY 2023 National Performance Indicators to all eligible entities in Vermont with the Request for Work Plan. Eligible entities will complete the template and return electronically to the State Office of Economic Opportunity by the Request for Work Plan due date as part of their proposed CSBG Work Plan. Each quarter, the Community Action Agency will submit their updated cumulative year-to-date data to the State Office of Economic Opportunity. Year-end reports will be submitted as part of the statewide CSBG annual report to HHS, ACF Office of Community Services.

1) Programs & Initiatives

Provide a description of each program or initiative that the agency will be reporting on in the CSBG Annual Report. Programs report on Module 4, Individual and Family Level National Performance Indicators. Initiatives will report on Module 3, Community Level National Performance Indicators (optional) or in narrative format, describing community level results. Office of Economic Opportunities will not be submitting Module 3 as part of the Vermont Annual CSBG report.

In order to demonstrate how each Program helps the agency to achieve its strategic goals and address identified community needs, each Program and Initiative must be connected to a need/goal statement.

For all Programs and Initiatives, provide the following (see attached example and optional Program Summary template):

Program/Initiative Name

Brief description of the Program or Initiative, including information about the target population(s) and how the agency has been or will coordinate and/or establish linkages (*see a – f above*).

Identify which need(s), goal/strategy statement(s) tie to this Program or Initiative

If this is not a new Program or Initiative, provide an analysis of past results and a description of any new approaches or strategies as a result of the analysis.

For Programs, identify which Services (from the CSBG Annual Report Module 4: Individual and Family Level) will be counted. Identify which National Performance Indicators will be used. Note that the Program Summary may link to more than one Need/Goal Statement.

Domain

Service(s)

National Performance Indicator(s)

Use the excel template for Module 4 to set targets.

For Initiatives, please update or complete a Community Initiative Status Form (Module 3, Section A), adapt the Initiative Status Form as needed, or provide in narrative format.

Domain

Identify which Strategies (Module 3, Section C) will be used. If “other”, provide a brief description.

Identify what results will be achieved, use of the Community NPIs – Counts of Change or Rates of Change (Module 3, Section B) is optional.

Set targets over the expected duration of the initiative.

2) National Performance Indicators – please complete attached excel templates for Module 4.

Vermont’s eligible entities report quarterly outcome data to the Vermont Office of Economic Opportunity. Each entity reports on a minimum number of “common” indicators agreed upon by the State Office of Economic Opportunity and the Community Action Agencies. Agreed upon Vermont Indicators are required (highlighted in yellow). In addition, agencies choose additional performance indicators from the national list, and develop agency-specific indicators consistent with the Community Services Block Grant. Additional and agency-specific outcome measures are identified by each eligible entity as part of their proposed Work Plan based on the needs identified.

Targets must be identified for all NPIs. to be tracked and reported. The Community Action Agency will continue to report on these indicators quarterly during the program year. For all indicators selected, the number of participants served (I) and target # achieving the outcome (II) must be completed.

E. MANAGEMENT AND ADMINISTRATION

1) Board Operations

- a. Describe the composition of your agency's board of directors (i.e., private sector, public sector, low-income representative) including total membership and number of representatives from each sector. Describe the manner in which representatives are selected.
- b. Provide a board roster with: names, addresses and phone numbers of current members and indicate which sector each represent. Also include the dates of each board member's term of office. Indicate the current chairperson. Indicate each member's committee responsibilities. If there are any vacant positions, note the length of the vacancy and describe the current effort underway to fill the vacancy according to the agency's bylaws.
- c. Describe the board's function, frequency of meetings of the general assembly and frequency of committee meetings.

By-laws are submitted annually as part of the assessment of organizational standards.

2) Organizational Structure

Provide a description of the agency's internal organizational structure, i.e. divisions, departments, units, as appropriate. Explain the function of each division and its staffing pattern.

3) Job Descriptions

Attach job descriptions for all positions funded in whole or in part with CSBG funds. Please include job descriptions supported by administration funds.

4) Operating Procedures

- a. Describe the procedure your agency uses to identify eligible clients, and to recertify eligibility annually. If procedures are by department, describe or attach procedures for any department or program funded in whole or part by CSBG. Please note Section 4.1 Program Eligibility in the CSBG Program Manual.
- b. Provide a description of the methods your agency uses to control CSBG eligible applications, to control applications which are not CSBG eligible but, applicants who are eligible for other agency programs and how you control applications completed by applicants who are not eligible to receive service under any agency-sponsored program.
- c. Describe your agency's policy with respect to nondiscrimination and affirmative outreach.
- d. Describe the system your agency utilizes to assess and ensure that client needs have been met.

5) Evaluation and Control Systems:

- a. Provide a description of the system you will use to perform an ongoing evaluation of the effectiveness of programs and activities operated under the CSBG.
- b. Describe how you use ROMA measures to evaluate the effectiveness of the Agency in meeting the national goals, including program and or board involvement and frequency of review.

6) Financial Management

a. Provide a general description of your agency's finance department and identify key personnel and their responsibilities. Also describe the relationship between your agency's central administrative office and satellite/field offices, relative to financial transactions.

b. To ensure the proper management of federal grant funds, the State requires the Community Action Agency to develop a financial management plan that adopts and assures compliance with the OMB Uniform Guidance. Each agency's financial management policies and procedures are provided during the annual assessment of organizational standards. Financial policies and procedures must address:

- Cash receipts, the process for recording receipt, verifying relationship check amount remittance voucher, timing of bank deposit, position responsible for making deposit, etc.
- Cash Payments: the process whereby payments for goods and services are initiated, including documentation required to make payment, positions authorized to sign checks and the number of signatures required to validate checks.
- Bank Reconciliations: the procedure utilized to compare cash recorded, per the accounting records, with cash reported by the bank. Including the frequency with which bank reconciliations are conducted and indicate the position responsible for ensuring the process is completed.
- Payroll System: the items of control (i.e., time sheets) and procedure utilized (i.e., supervisory review/signature) to ensure the validity and accuracy of payments under the payroll system.

Use this section to provide additional description of any specific procedures related to CSBG, only as necessary. **Do not attach financial policy manuals to the CSBG Workplan submission.**

F. BUDGET

Based on the following, prepare a line item budget for the planned expenditure of federal funds. This budget should total the figure below (F.2.) and should not include any anticipated agency carry-forward from the previous fiscal year.

1) General

In the absence of firm budget figures, we are proceeding on the assumption that the State's award will be level-funded at **\$X,XXX,XXX**. Allocations to Vermont's five Community Action Agencies have been developed by applying the State Office of Economic Opportunity allocation formula to the 90% statutory pass-through of **\$X,XXX,XXX**.

The budget developed for this proposal should be developed in such a way that if Congress significantly alters the level of funds, the agency can amend its work plan with the least amount of disruption to the provision of services as possible.

2) CSBG Allocations - Anticipated Award Amounts

BROC	\$XXX,XXX
Capstone	\$XXX,XXX
CVOEO	\$X,XXX,XXX
NEKCA	\$XXX,XXX
SEVCA	\$XXX,XXX

3) Specific Budget Instructions

a. Cost Categories: The cost categories to be used in preparing your budget are Administration and Program Operations. The cost categories should be further divided into Personnel and Operating (all non-personnel costs) components. **To facilitate desk reviews, these cost categories must remain consistent between Document C “Budget”; Document B “Monthly Expenditure Plan”; Document CSBG-0001 “invoice/financial statements”; and any proposed budget modification documents. Budget documents not submitted in this format may be rejected.**

b. Administration: No limitations are imposed with regard to amounts allocable for administrative expenses; however, administrative expenses should be maintained at the lowest level possible that will ensure the implementation of efficient operations.

c. Audit: The agency is to conduct its own audit of its CSBG funds in conformance with the OMB Uniform Guidance. The estimated cost of the audit shall be a separate item within the budget.

d. Indirect Costs: Agencies that have an approved indirect cost rate must include a copy of the Indirect Cost Negotiation Agreement entered into with the cognizant federal agency.

e. CSBG Expenditure Domain: Please provide the **estimated total** for each CSBG Expenditure Domain. Generic line items such as “Program Subsidies” or “Program XYZ” will **not** be allowed.

G. COMMUNITY ACTION AGENCY ASSURANCES

(Include signed page with submission)

1. that it will use funds granted as a result of the application to provide a range of services and activities having a measurable and potentially major impact on causes and effects of poverty in the area to be served;
2. that it will provide services and activities to remove obstacles and solve problems which block the achievement of self-sufficiency and other services and activities as appropriate to address identified causes and conditions of poverty;
3. that it will coordinate and establish linkages to assure the effective delivery of and coordination of CSBG services to low-income people and communities, and fill identified gaps in services through the provision of information, referrals, case management and follow-up (as required by the assurance under Section 676(b)(3) and (5) of the CSBG Act).
4. that it will coordinate the provision of employment and training activities through statewide and local WIOA workforce development systems (as required under Section 676(b)(5) of the CSBG Act).
5. that it will coordinate and form partnerships with other public and private resources and organizations, including faith-based organizations, charitable groups, and community organizations (as required under Section 676(b)(9) and (b)(3)(C) of the CSBG Act).
6. that it will use funds to support innovative community and neighborhood-based initiatives (as required under Section 676(b)(3)(D) of the CSBG Act).
7. that it will provide, on an emergency basis, for the provision of such supplies and services, nutritious foods, and related services, as may be necessary to counteract conditions of starvation and malnutrition among low-income individuals (as required under Section 676(b)(4) of the CSBG Act).
8. that the Community Action Agency meets the requirements of Section 675(c)(3) of the Act relating to board composition. It must provide as an addendum to the application a current list of board members with the groups, organizations or sectors they represent;
9. that it will not undertake any political activities prohibited by the Act with these funds including, but not limited to, transportation of voters to the polls, voter registration activity, partisan political activity, or lobbying the congress;
10. that it will coordinate its activities with emergency Energy Crisis programs operated in the community pursuant to the Low-Income Home Energy Assistance Program;
11. that it will ensure that financial management systems utilize the standards prescribed in the "Vermont CSBG Uniform Requirements for Grants and Agreements with Non-profit Organizations".
12. that it will ensure the cooperation of staff and availability of all records, pertaining to the CSBG, to representatives of the State Office of Economic Opportunity, the office of the State Auditor and Federal officials charged with monitoring the use of the funds provided;
13. that it will cooperate with Federal investigations undertaken in accordance with Section 679 of the Act;
14. that it will comply with the nondiscrimination provisions in Section 677 of the Act;
15. that it has adopted and implemented bylaws for itself and sub-grantee policies relative to travel, personnel and other areas as appropriate, consistent with Federal and State laws and regulations. The reimbursement rates for travel and related expenses will be set locally by the boards but may not exceed the State limits. Fiscal management policies and procedures must have been approved and be located in separate volume.

Signature, Executive Director _____

Date _____

Print Name _____

APPENDIX B

ATTACHMENT A

SCOPE OF WORK TO BE PERFORMED

A. PROGRAM BACKGROUND

The Community Services Block Grant (CSBG) is a federal block grant, of which 90% is statutorily directed to Vermont's eligible entities, five Community Action Agencies. The funds available under CSBG are to be used for a wide range of services and activities having a measurable and potentially major impact on causes of poverty in the community. Subrecipients may use the funds for a range of activities designed to assist low income families, individuals and communities, including those who are disabled, experiencing homelessness, migrant farmworkers and the elderly. Requirements on the use of CSBG funds are in the Community Services Block Grant Act (42 USC 9901, The Community Opportunities, Accountability, and Training and Educational Services Act of 1998, Sections 672, 675, and 676), and Information Memorandum issued by the Federal Office of Community Services. Funds may be used to address employment, self-sufficiency, education, housing, food, emergency assistance, and/or community participation. Funds may also be used to develop linkages between community and government initiatives, to improve coordination, support innovative initiatives, and to fill identified gaps in services.

B. SERVICE DESCRIPTION; and **C. SERVICE GOALS & OUTCOMES:**

The Subrecipient shall provide comprehensive anti-poverty programs and initiatives serving low-income persons in Rutland and Bennington Counties (except Pittsfield Town).

Target Population: Only those persons who meet the criterion of eligibility established under Section 673 (2) of the CSBG Act – that is, whose income does not exceed 125% (or otherwise authorized by Congress) of the official poverty line established by the Secretary of Health and Human Services – shall be the recipients provided with funds under this grant.

The Subrecipient shall participate in the Results-Oriented Management and Accountability (ROMA) system and carry out anti-poverty activities in accordance with their ROMA Implementation Plan as approved by the Vermont Office of Economic Opportunity.

The Subrecipient will follow requirements outlined in this grant agreement and in the CSBG Program Manual.

D. SPECIFICATIONS

CSBG funds will be used in a manner consistent with the federal authorizing statute “The Community Services Block Grant Act” (§ 571- 680), Vermont CSBG state statute (Title 3, Chapter 59), and Office of Community Services (OCS) CSBG Information Memoranda (IMs).

All eligible entities in the state will be required to adhere to the CSBG Organizational Standards Center of Excellence (COE) organizational standards (as described in IM 138). The State will assess eligible entities against these organizational standards on an annual basis.

All eligible entities in the state shall be governed by a tripartite board as described in section 676B of “The Community Services Block Grant Act”. The board must fully participate in the development, planning, implementation, and evaluation of the program to serve low-income communities, and must be composed of 1/3 elected public officials, at least 1/3 representative of low-income individuals and families in the neighborhood served, and the remaining members of business or community groups.

Subrecipient must follow the requirements found in the CSBG Program Manual for client eligibility, eligible uses of funds, as well as the conditions and limitations on funds.

E. PERFORMANCE MEASURES:

Subrecipient shall report quarterly on progress made towards three national Community Action Goals through agreed-upon CSBG National Performance Indicators and outcome measures, as well as agency-specific outcome measures the Subrecipient develops locally. The three goals are: 1) Individuals and families with low incomes are stable and achieve economic security. 2) Communities where people with low incomes live are healthy and offer economic opportunity. 3) People with low incomes are engaged and active in building opportunities in communities.

Subrecipient shall submit the CSBG Annual Report, including the ROMA National Performance Indicator (NPI) report electronically to the Office of Economic Opportunity.

F. PROGRAM ADMINISTRATION AND EVALUATION

The program will be monitored and evaluated as presented in the approved CSBG State Plan and in accordance with issued guidance from the federal Office of Community Services in the Department of Health and Human Services, Agency for Children and Families.

ATTACHMENT B
PAYMENT PROVISIONS

- I. The maximum dollar amount payable under this Grant is not intended to guarantee any amount of payment. Subrecipient will be paid for services listed in the scope of work that are actually performed and approved by the grant manager, up to the maximum allowable amount.
- II. For its part, in consideration of the services delivered by Subrecipient pursuant to this Grant, State agrees to make payments to Subrecipient consistent with the Subrecipient’s approved CSBG budget included as page 8 of this agreement. Any changes to this budget are subject to the “Conditions & Limitations of the Community Services Block Grant,” contained in in the CSBG Program Manual.
- III. Subrecipient shall request grant funds using a CSBG cash request form, included here as Attachment H. Cash request forms shall be submitted with two original signatures. Subrecipient may request the first month’s funding as an advance. Subsequent advances shall be requested in monthly intervals consistent with Subrecipient’s approved monthly expenditure plan. The State may modify this procedure at any time during the grant term by adjusting payment intervals or reverting to reimbursements if: (1) Subrecipient’s performance fails to meet expectations; OR (2) if the release of Federal CSBG funds to the State is inadequate to advance payments to Subrecipient.
- IV. Subrecipient must be current with all CSBG reporting requirements before invoices will be processed for payment. A schedule of CSBG reporting due dates is included herein as Attachment G.
- V. CSBG Invoices and Reports should be sent electronically to:

VT Office of Economic Opportunity
AHS.DCFOEOCashRequests@vermont.gov
- VI. Remittance Address of Subrecipient:

AGENCY
ADDRESS
- VII. Any unspent funds carried forward must be expended in the first quarter of the following fiscal year. Any grant funds received but not expended within 90 days following the grant end date must be returned to the State no later than 120 days after the end of the grant term. A Final Financial Report of all expenditures will be due by January 15, 202X.

INSERT BUDGET EXCEL

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

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](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 \$750,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.
- B. Internal Controls:** In accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in “Standards for Internal Control in the Federal Government” issued by the Comptroller General of the United States and the “Internal Control Integrated Framework” issued by the Committee of Sponsoring Organizations of the Treadway Commission.
- 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)

ATTACHMENT F

AGENCY OF HUMAN SERVICES' CUSTOMARY CONTRACT/GRANT PROVISIONS

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

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

Subcontracting for Medicaid Services: Notwithstanding any permitted subcontracting of services to be performed under this Agreement, Party shall remain responsible for ensuring that this Agreement is fully performed according to its terms, that subcontractor remains in compliance with the terms hereof, and that subcontractor complies with all state and federal laws and regulations relating to the Medicaid program in Vermont. Subcontracts, and any service provider agreements entered into by Party in connection with the performance of this Agreement, must

clearly specify in writing the responsibilities of the subcontractor or other service provider and Party must retain the authority to revoke its subcontract or service provider agreement or to impose other sanctions if the performance of the subcontractor or service provider is inadequate or if its performance deviates from any requirement of this Agreement. Party shall make available on request all contracts, subcontracts and service provider agreements between the Party, subcontractors and other service providers to the Agency of Human Services and any of its departments as well as to the Center for Medicare and Medicaid Services.

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

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

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

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

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

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

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

5. **Non-Discrimination:**

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

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

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

6. **Employees and Independent Contractors:**

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

7. **Data Protection and Privacy:**

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

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

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

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

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

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

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

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

9. **Information Technology Systems:**

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

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

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

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

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

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

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

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

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

10. **Other Provisions:**

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

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

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

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

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

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

AHS ATT. F 5/16/2018

ATTACHMENT G
CSBG REPORTING REQUIREMENTS

All reports should be submitted electronically only.

<u>CSBG Report</u>	<u>Due Date</u>
CSBG-0001 Invoice/Financial Statement	Monthly, due at State Office of Economic Opportunity the 15th of the month following the report month.
CSBG-0002 Request for Cash Advance	Monthly, due at State Office of Economic Opportunity the 15th of the month, following the report period.
-Agency National Performance Indicators. Reporting on Agency progress made toward the Three National Goals. (Modules 3 & 4) -Board Roster on required template -Updates on any active Technical Assistance Plan related to Organizational Standards	Quarterly, due at State Office of Economic Opportunity the 30th of the month, following the report period.
CSBG Annual Report, including Eligible Entity Expenditures, Capacity, and Resources (Module 2) and CSBG narrative highlighting agency programs or initiatives in format specified by NASCSP and the Vermont Office of Economic Opportunity	Annually, due at State Office of Economic Opportunity in December.
Board Meeting Calendar	Annually, due within the first quarter of the FFY
Board Meeting Minutes, including Committee Meeting Minutes	Within 30 days or on approval by the Subrecipient Board

ATTACHMENT H
CSBG Cash Request Form
Request for Cash Advance/Reimbursement

Subrecipient: Agency Name Grant # 03440-4300X-2X-CSBG

Vendor #: xxx

CSBG Core: 44310

Time Period of Request: From _____ to _____ Request # _____

- 1. CSBG Grant Amount \$ _____
- 2. A. Advances Received to Date \$ _____
- B. Advances in Transit \$ _____
- C. Advances Requested to Date \$ _____
- 3. Program expenditures as of _____ \$ _____

 (month/day/year)
- 4. Subrecipient Cash Available \$ _____
 (line 2C minus line 3)
- 5. Projected Cash Need \$ _____
- 6. Amount of Request \$ _____
- 7. Grant Fund Balance \$ _____

 Exec. Director's Signature Date Fiscal Officer's Signature Date

 DCF/OEO Approver's Signature Date

AGENCY & ADDRESS

APPENDIX C

OEO Grant Monitoring Procedures

The goal of monitoring is to review to validate compliance and to support performance improvement. Monitoring is a key opportunity to provide training and technical assistance. OEO practices its Guiding Principles during the monitoring process. These monitoring procedures provide alignment across OEO grant programs to ensure uniformity in OEO's monitoring language and approach, it does not replace or override federal or state monitoring requirements (e.g., CSBG IM, State Statute, AOA Guidance, AHS Grant Plan, etc).

Program Managers oversee monitoring, which is also supported and conducted by Program Officers. All Grant Programs should have a written Monitoring Plan which outlines for grantees the goals of monitoring, the basis for monitoring (e.g., grant agreement, regulations), monitoring activities, and the frequency of monitoring. When possible and appropriate, agencies should be given ample notice of a monitoring visit.

Desktop Monitoring:

9. **EXAMPLES:** Review from office of Applications, Workplans, Financial Reports, Program Reports, Grantee Policies & Procedures, Agency Audits, Board Minutes, By-laws, etc.
- 10.
11. Desktop monitoring is often ongoing or at set times throughout the year (e.g., monthly, quarterly). It can also involve ad hoc or as needed virtual meetings and email correspondence with grantees.

Onsite Monitoring:

12. **EXAMPLES:** Review of Program and Financial Records, Staff/Client/Board Interviews, Surveys, Inspections, etc.

Types of Monitoring Responses or Results:

➤ **ACTION PLAN**

- ✓ Result of desk or on-site review when follow up is needed to improve performance or compliance.
- ✓ Action plans are informal, jointly developed, can be communicated by email and phone. Putting action plans in writing (email) to confirm accuracy of conversations is helpful.
- ✓ Action plans start with a shared understanding of an issue and follow with steps that the agency (or OEO) will take to resolve.

Failure to follow through on an action plan may result in a TAP or onsite monitoring.

➤ **TRAINING AND TECHNICAL ASSISTANCE PLAN (TAP)**

- ✓ If an agency has not met one or more program standards or has had repeated trouble meeting performance targets, the TAP is used to help agencies improve performance. TAPs are often the result of desktop monitoring.
- ✓ TAPs are formal, jointly developed and in writing (not just body of an email).
- ✓ A template or a cover letter identifies the unmet standard or requirement (tied to a regulation, statute, grant requirement, etc).

- ✓ TAPs provide an opportunity for the agency to outline benchmarks it will achieve (steps) on the way to achieving a standard.
- ✓ If OEO is requesting a TAP, the TAP will always include a specific offer of T/TA from OEO. The agency has 30 days to prepare a plan. OEO and the agency can prepare a plan together. OEO can provide a template or plan tool. OEO will accept the plan or ask for revisions within 2 weeks. OEO and the agency develop a plan for follow up – such as monthly phone check-ins, narrative progress reports, or simply updates as part of the regular reporting cycle/process.

Failure to adequately complete a TAP may result in onsite monitoring. Repeated TAPs may result in a QIP.

➤ **MONITORING REPORT (AS A RESULT OF AN ONSITE MONITORING VISIT)**

- a. Identifies what information was reviewed (case files, inspections, policies, etc), by whom and date(s) review was conducted
- b. Identifies Unmet Requirement. (not “finding” or “deficiency”)
 - i. May also include “Met” requirements that have been reviewed.
 - ii. Cites regulation, grant section, or statute, etc.
- c. Requires Response for Unmet Requirements. For each...
 - i. May offer possible ways that the agency can fulfill a requirement
 - ii. May offer support from OEO (e.g., additional review, training, funding for T/TA, etc.)
 - iii. May offer a template for response
- d. Strengths – These may be based on exceeding requirements, but may be unrelated strengths
- e. Concerns/For Consideration – These are not necessarily tied to requirements. Although, they may provide OEO’s understanding of the root cause for an unmet requirement. They may not always be negative – but merely suggestions for continuous improvement or something that OEO believes could benefit an agency. Agencies should know that they are not required to respond to concerns or areas for consideration.
- f. Offer of T&TA from OEO.

Who receives a Monitoring Report?

Monitoring Reports may be addressed to the Program Director, but must always be cc-ed to the official Agency Grant Contact and Executive Director (if different). OEO Program Managers (if not sender) should review all monitoring reports in advance. OEO Program Manager (if not sender) and OEO Director are cc-ed on all monitoring reports.

Programs will use a standard timeframe for allowing agencies to respond, usually within 30 days (e.g., HOP) or two weeks (e.g., Wx) . Responding is not the same as rectifying any unmet requirements. That is, they need not “fix” all areas within 30 days. In some cases, a shorter timeframe for response or action is appropriate due to the nature of the requirement.

OEO will accept or reject response/plan in writing within 30 days. An adequate response must include:

- Specific actions the grantee will take and results expected from these actions (deliverable)
- Who will be responsible for completion
- A specific and reasonable timeframe for completion of each task, and resolution as a whole

Example:

13. Grantee will review and revise job descriptions. Jane Smith, HR Director, will be responsible for ensuring completion and will consult with all program directors. Job Descriptions will be dated once reviewed. Revised Job Descriptions will be provided to OEO by XX/XX/XXXX.

14.

- Some responses/plans will include multiple steps or actions over a period of time. In these cases, grantee should include a timeframe for completion of each step.

The grantee is responsible for providing documentation that the response/plan has been completed or revising the timeline with OEO. OEO will follow up on the timeline approved. Additional onsite monitoring may be required. OEO will confirm (by email or letter) when a monitoring response/plan has been successfully closed.

Failure to adequately respond to a monitoring report may result in a QIP. Repeat unmet requirements, even if adequately addressed after each monitoring visit, may still result in a QIP.

➤ **QUALITY IMPROVEMENT PLAN (QIP)**

Result of repeat issues, not resolved in a reasonable timeframe, or egregious/significant non-compliance which are determined to result in a high risk.

Some grant programs do not require a QIP process. The QIP is the process OEO uses prior to de-funding or de-designating an agency that receives funds through a noncompetitive grant program, due to lack of performance or compliance.

The requirement to enter a QIP should not come as a surprise to an agency.

OEO sends written notice to the Executive Director and Official Grant Contact.

The Letter should:

- Reference attempts to allow agency to make improvements in the past, or why omitting these steps is appropriate;
- Include the specific major areas of unmet program and/or performance requirements which necessitate a QIP, with statutory, regulatory and/or grant agreement references;
- Be clear that failure to adequately complete the QIP process will result in a loss of funding;
- Outline the QIP process/timeline;
- Offer additional technical assistance or training;
- Include a QIP template; and
- Require a receipt of delivery.

The agency has 30 days to respond with a written QIP. OEO may provide feedback on the plan during the development process, but this is not required. OEO may negotiate specific requirements as part of a QIP.

The QIP must include:

- Specific actions the grantee will take and results expected from these actions (deliverable)
- Who will be responsible for completion
- A specific and reasonable timeframe for completion of each task, and resolution as a whole

Within 30 days of receipt, OEO will review and reject or accept the QIP. OEO will provide the timeline for providing a new QIP (if rejected) or reporting on QIP progress (if accepted). QIP updates will be no less than every 30 days.

The grantee is responsible for meeting the communication requirements of the QIP.

The grantee may request additional T/TA from OEO. OEO is not required to provide additional T/TA. If OEO has offered T/TA in the QIP letter and the grantee accepts, OEO will deliver T/TA in a timely fashion.

The grantee will provide documentation that each deliverable in the QIP has been achieved and that the QIP issues have been resolved. OEO will follow up on the approved QIP timeline. Additional onsite monitoring may be required.

If the QIP action steps and deliverables have been achieved, but the performance or compliance issue remains unresolved, and additional or extended QIP may be appropriate.

Failure to adequately resolve a QIP will result in loss of funding.