



State of Vermont  
Department for Children and Families  
Office of Economic Opportunity  
280 State Drive NOB2 North  
Waterbury, VT 05671-1050  
<http://dcf.vermont.gov/oeo>

Agency of Human Services

[phone] 802-241-0935

## MEMORANDUM

TO: Potential Applicants

FROM: Lily Sojourner, Director, Office of Economic Opportunity, Department for Children & Families

DATE: March 17, 2025

SUBJECT: Extreme Weather Shelter Program Administration Notice of Funding Opportunity

The Vermont Department for Children & Families invites applications to provide extreme weather emergency shelter program development and administration through June 30, 2026.

Enclosed you will find the Notice and Application for one-time Funding:

- I. Notice & Program Overview
- II. Application, with Appendices
- III. Standard AHS Grant and Contract Provisions for information purposes only (Attachments C & F)

**PLEASE REVIEW ALL MATERIALS CAREFULLY.**

**APPLICATION DUE DATE (Early submissions are appreciated): 4:00 PM, April 25, 2025**

**Q & A Announcement:** The Department for Children & Families will host a Question & Answer session to provide technical assistance related to the application and budget tool. It will not be recorded. The session is open to all applicants who would like the opportunity to ask specific questions about the application.

**Tuesday, March 25, 2025 10:30-11am:**

[Click to join on your computer or mobile app<sup>1</sup>](#)

Or call in (audio only): +1 802-552-8456

Phone Conference ID: 149 559 099

<sup>1</sup> [https://teams.microsoft.com/l/meetup-join/19%3ameeting\\_OWU1YTVjM2MtY2lyNS00ZmVILWFmMjktMzY2ODUwYzgxNTMz%40thread.v2/0?context=%7b%22Tid%22%3a%2220b4933b-baad-433c-9c02-70edcc7559c6%22%2c%22Oid%22%3a%229f7f88bb-7b00-4ebf-ab2f-7d49ca269f6b%22%7d](https://teams.microsoft.com/l/meetup-join/19%3ameeting_OWU1YTVjM2MtY2lyNS00ZmVILWFmMjktMzY2ODUwYzgxNTMz%40thread.v2/0?context=%7b%22Tid%22%3a%2220b4933b-baad-433c-9c02-70edcc7559c6%22%2c%22Oid%22%3a%229f7f88bb-7b00-4ebf-ab2f-7d49ca269f6b%22%7d)

**Department for Children and Families**  
**EXTREME WEATHER EMER SHELTER FUNDING OPPORTUNITY**  
**(FFY 2025/ SFY 2026)**

**SECTION I: NOTICE AND OVERVIEW**

**OBJECTIVES**

Funding is intended to develop programming to support a new approach to extreme weather shelters in Vermont (night by night, weather dependent – not seasonal shelters) and administer funds to local communities. The goal is to work with the Agency of Human Services to update the Extreme Weather Shelter protocol, develop guidance and training, provider outreach to communities across the state, and administer funding to local communities.

**AMOUNT AND SOURCE OF FUNDS**

Grants will be awarded by the Department for Children and Families to an entity (Vermont municipalities, non-profits, etc.) whose purpose is to assist people experiencing homelessness or at risk of homelessness.

The State anticipates awarding up to **\$1,100,000** in one-time General State Fund (GSF).

**APPLICANT ELIGIBILITY REQUIREMENTS**

To be eligible an applicant must:

- Be a municipality or a private non-profit organization<sup>2</sup>. Faith-based non-profit organizations are eligible and should review requirements in Section E, Attachments.
- All applicants must not be on the federal ([SAM](#)) or state ([BGS](#)) debarment list. Any subrecipient of federal funding must be current with their annual filing to the [State of Vermont Department of Finance & Management](#).

**APPLICATION & SUBMISSION INFORMATION**

**1) Content and Form**

Proposals should follow the outline in the APPLICATION section below. All proposals must include the following, in the order shown:

- Cover Sheet
- Background (*if applicable*)
- Project Narrative
- Budget & Justification
- Attachments – *please review carefully*

Proposals should be in 12 pt. font, with numbered pages. There are no page limitations.

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<sup>2</sup> Applications from a group of organizations, including public-private partnerships, will be considered but need to identify a lead eligible applicant.

## 2) Submission Process

Applicants should submit their proposal electronically by sending a PDF document to [lily.sojourner@vermont.gov](mailto:lily.sojourner@vermont.gov). Budgets must be submitted in excel.

Applications will NOT be accepted by mail, facsimile, or hand delivery.

**Applications are due no later than 4:00 P.M. April 25, 2025.**

All questions should be directed to Lily Sojourner, (802) 585-4365, [lily.sojourner@vermont.gov](mailto:lily.sojourner@vermont.gov)

### **APPLICATION TIMELINE**

- Notice of Funding Opportunity released: **March 17, 2025**
- Q&A Session: **April 25, 2025 10:30-11am**
- Applications due no later than **4:00 PM, April 25, 2025**
- Award Notifications: **During the month of May**
- Program Start Date: **During the month of May**
- Program Period: **May 2025– June 30, 2026**

### **APPLICANT SELECTION CRITERIA**

All applications will be evaluated by the Department for Children & Families based on local need, capacity of applicant, approach, and local coordination. Both the applications– and ultimately each project funded – will be evaluated based on :

- 1) A demonstrated ability to meet the criteria as outlined in this Notice of Funding.
- 2) A demonstrated ability to affirmatively reach underserved populations.
- 3) The applicant's history of providing effective shelter or services to individuals experiencing homelessness or at risk of homelessness.
- 4) A demonstrated ability to address an identified homeless need or gap in the district and effectively collaborate with local Continuum of Care/Housing Coalition partners to improve outcomes for the homeless and those at-risk of homelessness.
- 5) Ability to demonstrate leveraged funding to support the proposed project.
- 6) The applicant's engagement of homeless individuals and families in the governance or operation of programming and services, to the maximum extent practicable.
- 7) A demonstrated ability to responsibly manage public funds and reporting expectations required under a grant agreement with the State of Vermont.

Actual funding will be based on the following:

- Requested amount (total request and spending plan)
- Available funds
- Strength of application in demonstrating application criteria are met

The Department for Children & Families reserves the right to request additional information and to negotiate terms of the grant agreement with prospective grantees prior to grant execution. This may

include refinement of the project outcomes, services provided, project start date, and costs covered under the grant agreement.

## **SCOPE OF WORK**

**EXTREME WEATHER SHELTER:** Extreme Weather Shelters operate dependent on weather conditions, often no more than one or a few nights at a time. The Department for Children and Families is looking for an entity to serve as the Extreme Weather Shelter Coordinator. Grant funds will be awarded to support the following scope of work:

- Work with the Agency of Human Services to update the parameters of Extreme Weather Shelters. This includes opening criteria, eligibility criteria, programming guidance and standards, eligible expenses, data reporting and record keeping requirements.
  - This includes coordination with Local Emergency Management Plan requirements.
- Develop and administer an application process for priority regional communities (Bennington, Brattleboro, Barre/Montpelier, Burlington, Rutland, and the Northeast Kingdom).
- Conduct outreach in the priority regional communities to plan for extreme weather shelter, ideally in alignment with Local Emergency Management Plan requirements.
- Administer the funding and oversee the implementation of the Extreme Weather Shelters (administer funds, reviewing reporting, monitoring performance).
- Provide training and technical assistance to participating communities.

### Proposed Work Plan Timeline

- By June 30, 2025 – Finalize Extreme Weather Shelter Program Standards & Guidance
- By July 31, 2025 – Finalize Community Application Process
- August – September 2025 – Conduct Outreach & Provide Training & Technical Assistance to Six Priority Communities
- September 2025 – Post Funding Opportunity for Six Priority Communities
- By November 1, 2025 – Finalize Community Awards
- By December 1, 2025 – Communities Ready for Mobilization (pending weather)
- Ongoing – Training & Technical Assistance
- Spring 2026 Debrief

This work will be done in collaboration with the Agency of Human Services and Department for Children & Families, AHS and DCF will have final decision-making authority.

## **REPORTING & RECORDKEEPING REQUIREMENTS**

- Quarterly Reports: Grantee will submit quarterly progress reports to the Department for Children & Families, using templates provided.
- Deliverables:

- Extreme Weather Shelter Protocol & Guidance
- Training & Technical Assistance Materials
- Templates for Community Applications & Community Reporting
- Financial Reports: All cash requests must be accompanied by a financial accounting of expenditures. A final financial report is due July 30 and must include a final accounting of the expenditure of funds.
- Financial Records: Grantees are required to maintain complete financial records of all funded activity, including invoices, receipts, and payroll records. Grantees may be required to produce these to the OEO, HUD, or Agency of Human Services at any time in connection with documentation of a disbursement request, program monitoring, or financial auditing.
- Continuum of Care Reporting: Grantees will be required to report no less than once per year to their local Continuum of Care/Housing Coalition on the outcomes achieved by the project(s).

## **PERFORMANCE MEASURES**

### **Communities Implementing Extreme Weather Shelters**

The number of communities participating in Extreme Weather Shelters.

- # of communities with awards in place by November 1, 2025
- # of communities ready to mobilize by December 1, 2025
- # of communities with shelters implemented during the 2025-2026 season

**Department for Children & Families**  
**EXTREME WEATHER SHELTER FUNDING OPPORTUNITY**

**SECTION II: APPLICATION**

**A) COVER SHEET**

*Include a Cover Sheet with the following (# and label):*

- 1) Applicant Name, Address, Telephone
- 2) Unique Entity ID (UEI)
- 3) Fiscal Agent Name and Address (if applicable)

*If using a Fiscal Agent, please attach signed written agreement between applicant and fiscal agent.*

- 4) Official Contact Person Name, Job Title, Telephone and Email (for all official grant correspondence)
- 5) Name and Contact Information for Person Preparing Application (if different)

***In addition to the Sections and Questions noted above, all applicants must complete Sections A (this cover sheet), B, C, and D.***

- 6) Total Request \_\_\_\_\_
- 7) Organization will be able to meet the required insurance coverage limits detailed in Attachment C if awarded funds.<sup>3</sup> ☐ Yes ☐ No

To the best of my knowledge and belief, information on all forms in this application is true and correct, and the application has been duly authorized by the governing body of the applicant.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name/Title

<sup>3</sup> A Certificate of Insurance will be required prior to any grant agreements being executed.

## **B) BACKGROUND NARRATIVE**

1) General Background: Provide the following background information on your organization: brief history, structure of organization, board members, staffing, affiliations, and activities. Make clear how housing programming or services aligns with mission of the organization.

2) Management Experience & Capacity:

*Applicants must also attach an organizational chart.*

Applicant has experience with the following (check all that apply):

- ☐ Managing federal grants - *please list:*
- ☐ Managing state-funded grant programs - *please list:*
- ☐ Managing a project of similar scale/size - *please list:*

3) Housing and/or Homeless Assistance Experience:

Applicant has experience providing (check all that apply):

- |   |  |
|---|--|
| <input type="checkbox"/> Emergency Shelter                            | <input type="checkbox"/> Homelessness Prevention                 |
| <input type="checkbox"/> Transitional Housing                         | <input type="checkbox"/> Rapid Re-housing                        |
| <input type="checkbox"/> Outreach to People Experiencing Homelessness | <input type="checkbox"/> Case Management or Service Coordination |
|   | <input type="checkbox"/> Other - <i>please identify:</i>         |

4) Experience Working with Marginalized Populations: Applicant has experience with targeted outreach and services to the following marginalized populations, please describe:

5) Demonstrated Results: Use data from past performance to demonstrate the applicant's ability to reduce the incidence or duration of homelessness in your local Continuum of Care, prevent homelessness or re-house the homeless, provide effective housing stability case management services, and/or connect homeless clients with mainstream benefits.

**C) PROGRAM NARRATIVE (please use the following outline; please cross-reference when appropriate)**

- 1) Please describe your experience and capacity to strategically implement projects across regions and sectors.
- 2) Summary: Briefly describe how funds will be utilized. Please provide more information about your approach and experience to each section of the scope of work:
  - a) Work with the Agency of Human Services to update the parameters of Extreme Weather Shelters. This includes opening criteria, eligibility criteria, programming guidance and standards, eligible expenses, data reporting and record keeping requirements. This includes coordination with Local Emergency Management Plan requirements.
  - b) Develop and administer an application process for priority regional communities (Bennington, Brattleboro, Barre/Montpelier, Burlington, Rutland, and the Northeast Kingdom).
  - c) Conduct outreach to priority communities.
  - d) Administer the funding and oversee the implementation of the Extreme Weather Shelters (administer funds, reviewing reporting, monitoring performance).
  - e) Provide training and technical assistance to participating communities.



## **D) BUDGET & JUSTIFICATION FOR PROPOSED PERSONNEL**

**Applicants must present their budget using the excel template provided. DOUBLE CHECK ALL MATH.**

**Please also provide a budget justification for each category of funding requested.** This can be added to the budget template (excel) or provided separately. A budget justification should include the basis or methods for costs, allowing their review to determine whether costs are allowable, reasonable and appropriate. DOUBLE CHECK ALL MATH.

### **For ALL Salaries**

Applicants are required to use the personnel worksheet provided in the budget template (excel).

**Attach a Job Description for all positions to be supported by funds.** Ensure that the job titles listed in the budget template match the submitted job descriptions. Draft job descriptions are allowed.

For any subcontracted services, provide a basis for the amount included.  
Materials, supplies, and travel may be included when specifically to support staff.

### **For Shelter Operations**

No budget details are required, the Department has estimated costs and will work with the Grantee on the application process for communities.

### **For Administration**

All grantees may use a federally approved indirect cost rate or a de minimus indirect rate of 10% of modified total direct costs.

If using a federally approved indirect cost rate, please attach.

If using a 10% de minimus, please review the following information. Modified Total Direct Costs (MTDC) are the basis for determining the 10% de minimus indirect rate.

#### **Direct Costs included in MTDC:**

All direct salaries and wages, applicable fringe benefits, materials and supplies, services, and travel

Sub-contracts (up to the first \$25,000 of each sub-contract)

Routine maintenance/repairs

Security

Food and shelter supplies

**Costs Excluded from MTDC:**

Equipment

Rent, Insurance, Utilities, Fuel, Equipment,  
Furnishings

Hotel/motel vouchers

Client financial and rental assistance (i.e.,

security deposits, last month's rent, utility  
deposits, utility payments, moving costs, rental  
assistance, rental arrears).

HMIS licenses

Portion of a subcontract in excess of \$25,000

## **E) ATTACHMENTS**

### **1) ORGANIZATION AND PROJECT BUDGET(S) (required)**

Attach **both** the current organization budget and proposed project budget(s). Multi-service organizations should also provide a department or program budget (current and/or projected). Please note all additional funding sources and amounts (anticipated and secured) for your housing project such as: Reach-Up, HUD Continuum of Care, HUD Housing Counseling, Dept. of Corrections, Private Donations, etc.

### **2) ORGANIZATIONAL CHART (required)**

**5) SIGNED ASSURANCES (required)**, please sign the form provided in Appendix F.

### **6) REQUIRED AND OPTIONAL ATTACHMENTS RELATED TO NARRATIVE QUESTIONS**

#### **Cover Sheet**

☐ Signed written agreement between applicant and fiscal agent (Question 3) – ***required, if applicable***

#### **Budget & Justification**

- ☐ Project budget(s) using excel template – ***required***
- ☐ Budget justification – ***required (may be included as part of Excel template)***
- ☐ Job descriptions for all position to be supported by funds – ***required***
- ☐ Federally-approved indirect cost rate agreement – ***required, if applicable***

### **7) For Faith-based or Religious Organizations, Buildings, Programs or Activities:**

Eligibility for funding requires that services and assistance (at your facility or as part of the funded project) are carried out in a manner which neither advances nor inhibits religion. Please answer the following questions with those criteria in mind:

- Is the shelter or housing facility owned by a "primarily religious organization?"
- Describe all activities, services, or other benefits offered by the shelter which reflect a religious orientation and which will be funded wholly, or in part, by the HOP funds.
- Attach the shelter's Articles and ByLaws if these documents reflect a religious orientation in its activities or purpose. (Only required for new applicants or those that have updated by-laws since a previous HOP application).

**WE RESERVE THE RIGHT TO REQUEST FURTHER INFORMATION.**

## APPENDIX A. DEFINITION OF HOMELESSNESS

*Published by HUD - November 15, 2011; Adopted by the Vermont Agency of Human Services*

<b>CRITERIA FOR DEFINING HOMELESSNESS</b>	<b>Category 1</b>	Literally Homeless	<p>(1) Individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:</p> <ul style="list-style-type: none"> <li>(i) Has a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground;</li> <li>(ii) Is living in supervised publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state, or local government programs for low-income individuals); <b>OR</b></li> <li>(iii) Is exiting an institution where (s)he resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution.</li> </ul>
	<b>Category 2</b>	Imminent Risk of Homelessness	<p>(2) Individual or family who will imminently lose their primary nighttime residence, provided that:</p> <ul style="list-style-type: none"> <li>(i) Residence will be lost within 14 days of the date of application for homeless assistance;</li> <li>(ii) No subsequent residence has been identified; <b>AND</b></li> <li>(iii) The individual or family lacks the resources or support networks, e.g., family, friends, faith-based or other social networks, needed to obtain other permanent housing.</li> </ul>
	<b>Category 3</b>	Homeless under other Federal statutes	<p>(3) Unaccompanied youth under 25 years of age, or families with children and youth, who do not otherwise qualify as homeless under this definition, but who:</p> <ul style="list-style-type: none"> <li>(i) Are defined as homeless under the Runaway and Homeless Youth Act (42 U.S.C. 5732a, section 387), the Head Start Act (42 U.S.C. 9832, section 637), the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2, section 41403), the Public Health Service Act (42 U.S.C. 254b(h), section 330(h)), the Food and Nutrition Act of 2008 (7 U.S.C. 2012, section 3), the Child Nutrition Act of 1966 (42 U.S.C. 1786(b), section 17(b)) or McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a, section 725);</li> <li>(ii) Have not had a lease, ownership interest, or occupancy agreement in permanent housing at any time during the 60 days immediately preceding the date of application for homeless assistance;</li> <li>(iii) Have experienced persistent instability as measured by two moves or more during the preceding 60-days; <b>AND</b></li> <li>(iv) Can be expected to continue in such status for an extended period of time because of chronic disabilities, chronic physical health or mental health conditions, substance addiction, histories of domestic violence or childhood abuse (including neglect), the presence of a child or youth with a disability, or two or more barriers to employment, which include the lack of a high school degree or GED, illiteracy, low English proficiency, a history of incarceration or detention for criminal activity, and a history of unstable employment.</li> </ul>
	<b>Category 4</b>	Fleeing/ Attempting to Flee Domestic Violence	<p>(4) Any individual or family who:</p> <ul style="list-style-type: none"> <li>(i) Is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or a family member, including a child, that has either taken place within the individual's or family's primary nighttime residence or has made the individual or family afraid to return to their primary nighttime residence;</li> <li>(ii) Has no other residence; <b>AND</b></li> <li>(iii) Lacks the resources or support networks, e.g., family, friends, faith-based or other social networks, to obtain other permanent housing.</li> </ul>

## APPENDIX B. DEFINITION of “AT RISK OF HOMELESSNESS”

*HUD Interim ESG Regulation – Congruent with definition adopted by Vermont Agency of Human Services*

<b>CRITERIA FOR DEFINING AT RISK OF HOMELESSNESS</b>	<b>Category 1</b>	Individuals and Families	<p>An individual or family who:</p> <ul style="list-style-type: none"> <li>(i) Has an annual income below 30% of median family income for the county<sup>4</sup>; <b><u>AND</u></b></li> <li>(ii) Does not have sufficient resources or support networks immediately available to prevent them from moving to an emergency shelter or another place defined in Category 1 of the “homeless” definition; <b><u>AND</u></b></li> <li>(iii) Meets one of the following conditions: <ul style="list-style-type: none"> <li>(A) Has moved because of economic reasons 2 or more times during the 60 days immediately preceding the application for assistance; <b><u>OR</u></b></li> <li>(B) Is living in the home of another because of economic hardship; <b><u>OR</u></b></li> <li>(C) Has been notified that their right to occupy their current housing or living situation will be terminated within 21 days after the date of application for assistance; <b><u>OR</u></b></li> <li>(D) Lives in a hotel or motel and the cost is not paid for by charitable organizations or by Federal, State, or local government programs for low-income individuals; <b><u>OR</u></b></li> <li>(E) Lives in an SRO or efficiency apartment unit in which there reside more than 2 persons or lives in a larger housing unit in which there reside more than one and a half persons per room; <b><u>OR</u></b></li> <li>(F) Is exiting a publicly funded institution or system of care.</li> </ul> </li> </ul>
	<b>Category 2</b>	Unaccompanied Children and Youth	A child or youth who does not qualify as homeless under the homeless definition, but qualifies as homeless under another Federal statute.
	<b>Category 3</b>	Families with Children and Youth	A child or youth who does not qualify as homeless under the homeless definition, but qualifies as homeless under section 725(2) of the McKinney-Vento Homeless Assistance Act, and the parent(s) or guardian(s) or that child or youth if living with him or her.

<sup>4</sup> In State Fiscal Year 2025, the Housing Opportunity Grant Program income eligibility for Financial Assistance is at or below 50% AMI. OEO will post HUD income limit charts when available.

## **APPENDIX F. PROGRAMMATIC ASSURANCES**

### **(Include as a signed page with submission)**

**Affirmative Outreach:** The grantee will make known that use of the facilities, assistance, and services are available to all on a nondiscriminatory basis. If it is unlikely that the procedures that the grantee intends to use to make known the availability of the facilities, assistance, and services will reach persons of any particular race, color, religion, sex, age, national origin, familial status, or disability who may qualify for those facilities and services, the grantee will take additional steps to ensure that those persons are made aware of the facilities, assistance, and services. The grantee will also take appropriate steps to ensure effective communication with persons with disabilities to ensure that interested persons receive information concerning the location of assistance, services, and facilities that are accessible to persons with disabilities. The grantee will also take reasonable steps to ensure meaningful access to programs and activities for limited English proficiency (LEP) persons.

**Availability of Shelter:** If funds are used for emergency weather shelter, the grantee will provide services or shelter to homeless individuals and families for the period during which the assistance is provided, without regard to a particular site or structure, so long as the applicant serves the same type of persons (*e.g.*, families with children, unaccompanied youth, veterans, disabled individuals, or victims of domestic violence) or persons in the same geographic area.

**Confidentiality:** The grantee will implement written procedures to ensure that:

- (i) All records containing personally identifying information of any individual or family who applies for and/or receives assistance funded will be kept secure and confidential;
- (ii) The address or location of any domestic violence, dating violence, sexual assault, or stalking shelter project assisted with funding will not be made public, except with written authorization of the person responsible for the operation of the shelter; and
- (iii) The address or location of any housing of a project participant will not be made public, except as provided under a preexisting privacy policy of the grantee and consistent with state and local laws regarding privacy and obligations of confidentiality.

**Connection to Mainstream Benefits:** Grantees must coordinate and integrate activities, to the maximum extent practicable, with mainstream housing, health, social services, employment, education, and youth programs for which families and individuals at risk of homelessness and homeless individuals and families may be eligible.

**Coordination with Local Continuum of Care/Housing Coalition:** The Grantee will develop and maintain collaborative relationships within their local Continuum of Care/Housing Coalition to ensure coordination and effective service delivery for families and individuals. *All projects must also include the Continuum of Care/Housing Coalition Review Form (see Appendix C) to demonstrate evidence the project fills a need within the local Continuum of Care/Housing Coalition, addresses a gap and/or meets a priority need.*

**Coordination with McKinney-Vento Liaisons:** If the project serves school-aged children, the grantee must coordinate with local Homeless Education Liaison(s) to identify children in their districts who are eligible for homeless education program resources, maximize and coordinate these resources, and support continuity in education whenever possible.

**Homeless Participation:** To the maximum extent practicable, the grantee will involve, through employment, volunteer services, or otherwise, homeless individuals and families in maintaining and operating facilities assisted under this funding opportunity, in providing services assisted under this funding opportunity, and in providing services for occupants of facilities assisted under this funding opportunity.

**Permanent Housing & Support Services:** The grantee will assist homeless individuals in obtaining permanent housing, appropriate supportive services (including medical care, mental health and substance abuse treatment, counseling, supervision, and other services essential for achieving independent living), and other Federal, State, local, and private assistance available for such individuals.

**Reasonable Accommodations:** The grantee agrees to make reasonable accommodations in rules, policies, practices, or services when such accommodations may be necessary to afford a person with a disability equal opportunity to use housing or shelter, including public and common areas.

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Signature, Executive Director

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Date

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Printed Name

## **ATTACHMENT C: STANDARD STATE PROVISIONS FOR CONTRACTS AND GRANTS**

**REVISED OCTOBER 1, 2024**

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



## ATTACHMENT F:

### AGENCY OF HUMAN SERVICES' CUSTOMARY CONTRACT/GRANT PROVISIONS

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

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

**Subcontracting for Medicaid Services:** Notwithstanding any permitted subcontracting of services to be performed under this Agreement, Party shall remain responsible for ensuring that this Agreement is fully performed according to its terms, that subcontractor remains in compliance with the terms hereof, and that subcontractor complies with all state and federal laws and regulations relating to the

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

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

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

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

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

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

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

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

5. **Non-Discrimination:**

Party shall not discriminate, and will prohibit its employees, agents, subcontractors, sub-grantees and other service providers from discrimination, on the basis of age under the Age Discrimination Act of 1975, on the basis of handicap under section 504 of the Rehabilitation Act of 1973, on the basis of sex under Title IX of the Education Amendments of 1972, and on the basis of race, color or national origin

under Title VI of the Civil Rights Act of 1964. Party shall not refuse, withhold from or deny to any person the benefit of services, facilities, goods, privileges, advantages, or benefits of public accommodation on the basis of disability, race, creed, color, national origin, marital status, sex, sexual orientation or gender identity as provided by Title 9 V.S.A. Chapter 139.

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

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

6. **Employees and Independent Contractors:**

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

7. **Data Protection and Privacy:**

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

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

**Protection of Personal Information:** Party agrees to comply with all applicable state and federal statutes to assure protection and security of personal information, or of any personally identifiable information (PII), including the Security Breach Notice Act, 9 V.S.A. § 2435, the Social Security Number Protection Act, 9 V.S.A. § 2440, the Document Safe Destruction Act, 9 V.S.A. § 2445 and 45 CFR

155.260. As used here, PII shall include any information, in any medium, including electronic, which can be used to distinguish or trace an individual's identity, such as his/her name, social security number, biometric records, etc., either alone or when combined with any other personal or identifiable information that is linked or linkable to a specific person, such as date and place or birth, mother's maiden name, etc.

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

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

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

**Abuse Registry.** Party agrees not to employ any individual, to use any volunteer or other service provider, or to otherwise provide reimbursement to any individual who in the performance of services connected with this agreement provides care, custody, treatment, transportation, or supervision to children or to vulnerable adults if there has been a substantiation of abuse or neglect or exploitation involving that individual. Party is responsible for confirming as to each individual having such contact with children or vulnerable adults the non-existence of a substantiated allegation of abuse, neglect or exploitation by verifying that fact 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](http://www.vermont211.org).

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

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

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

*AHS ATT. F 6/19/2024*