

NEWSPAPER & BULETIN BOARD ADVERTISEMENT

**Department of Corrections  
Transitional Housing**



The Vermont Department of Corrections is soliciting proposals to provide for supportive services and transitional housing located in various communities around the State of Vermont for at least 200 community eligible offenders. Services to be provided will include housing and other ancillary services.

For submission format and guidelines contact Karen Lawson 241-1104,  
Department of Corrections, 103 South Main Street, Waterbury, VT 05671-1001.



STATE OF VERMONT  
AGENCY OF HUMAN SERVICES  
DEPARTMENT OF CORRECTIONS

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103 South Main Street  
Waterbury, Vermont 05671-1001

# OFFENDER TRANSITIONAL HOUSING and SUPPORTIVE SERVICES

## Request for Proposals (RFP)

March 2010

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## 1. Overview

The Vermont Department of Corrections is seeking proposals to provide for community housing situations for offenders reentering to the community from an incarcerated setting. The intent is to award grants to communities or community-based agencies. The Department has a current appropriation and anticipates an additional appropriation for FY 2010 to fund transitional housing and supportive services. The Department expects that all approved projects will be funded on July 1, 2010 with some projects being funded prior to that date if funds are available.

Grants may be awarded to multiple communities and organizations. All housing must conform to all state and local life safety and building codes and must be in compliance with local zoning ordinances. Also, to the degree possible, grantees should seek the support and buy-in of host communities. In addition to housing, grantees are expected to provide and organize a varying range of ancillary services such as after hours programs, supervision and instruction, such that there is a structured program of activities and behavioral expectations (employment, participation in treatment programs, education, training, recreation, etc.) as well as work with other community providers for services necessary for successful transition to permanent housing.

### Background

The Vermont Department of Corrections currently incarcerates approximately 2120 male offenders and 155 female offenders in its correctional facilities, both in state and out of state. Upon reaching community reentry eligibility, many of these offenders lack appropriate supportive services and transitional housing. The Vermont Department of Corrections recognizes the need to develop community partnerships in order that the men and women leaving its facilities successfully transition back to the community.

### Objectives of the RFP

- Through direct grants or through sub-granting, the Department will subsidize the provision of transitional housing and other supportive services for at least 200 community eligible offenders to be released from correctional facilities. Proposals for transitional housing may be for either single or mixed gender populations. Supportive services may include: referral services; job placement; transportation; mentoring; education; training; recreation, supervision and other services including gender-responsive services, and may involve partnering with existing community-based organizations providing supportive services. Partnerships among local agencies are highly encouraged, to provide for financial stability based on various sources of income to fund the housing proposal.

- The Department of Corrections is seeking safe, sober, supportive and structured transitional housing to serve a wide area of offender needs including mental health/developmental disabilities; substance abuse; violence; and sex offenders (which is a very pressing need statewide).
- The Department of Corrections will consider proposals for the development of several pilot site Halfway Houses which would serve 15-25 offenders in Vermont's larger communities. Residents would primarily be offenders re-entering the community following incarceration but may also include individuals who would be placed there to avoid incarceration. Services to residents would include creating a "supportive community" at the house, case management, recovery and employment supports. It is anticipated that residents will, as they are able, pay rent to help offset the cost of the residence. Proposals that include restorative elements that serve the host community are encouraged.
- The Department of Corrections will consider proposals for the development of a Residential Substance Abuse Treatment program for male offenders. The focus of treatment and continuing care planning aim to identify problem areas for resolution; connect with community-based services; obtain a support network; and coordinate all efforts with the DOC to best allow for the men to return home. Case managers will work with probation officers in the community to assess needs and establish realistic goals in treatment and in continued care development. Key areas will include alcohol and drug treatment; medical and mental health; financial and budgeting; housing; family and interpersonal relationships; parenting and child care issues; employment and transportation.
- Inmates being released from prison are the priority target population, however the Department may consider funding projects that serve certain populations in the community who are at risk of being returned to incarceration.
- Length of stay in the transitional housing program will depend upon individual offender needs, but may be as short as 3 months and as long as 18 months for certain high need populations.

The following table illustrates the Vermont Department of Corrections needs assessment for offenders returning to the applicable counties:

<b>Bennington</b>	up to 10 male beds (5 mental health or sex offenders)
<b>Caledonia</b>	up to 5 beds (male or female)
<b>Chittenden</b>	up to 40 male beds (20 mental health or sex offenders); up to 5 female beds
<b>Franklin/GI</b>	up to 15 male beds (10 mental health or sex offenders)
<b>Orleans</b>	up to 10 male beds (5 mental health offenders)
<b>Rutland</b>	up to 20 male beds (10 mental health or sex offenders); up to 5 female beds
<b>Washington</b>	up to 20 male beds (10 mental health or sex offenders)
<b>Windham</b>	up to 20 male beds (10 mental health or sex offenders)
<b>Windsor</b>	up to 10 male beds; up to 5 female beds

- Through direct grants or through sub-granting, the Department is interested in subsidizing the provision of Housing Search and Retention Services statewide. Housing Search and Retention activities include coordinating with staff at correctional facilities and local Probation & Parole offices to provide offenders with the smoothest transition into housing possible; develop relationships with landlords who are willing to work with offenders in order to coordinate the lease agreement and other rules of tenancy; have regular contact with offenders following housing placement (housing retention) in order to support them in their housing to include case management (budgeting, problem solving, information referrals, etc); assist landlords with any concerns before they become crises; and empower the offender to reach his/her goals. This role may also include increasing offender housing options and sustainability, community education and agency collaboration to reduce stigma. Dependent upon availability of funds, the Department may be able to provide \$50,000 for specialty services for the extremely hard to house offender population (including sex offenders, developmentally delayed offenders and/or mentally ill offenders). In certain circumstances, the Department may alter supervision levels and use electronic monitoring for higher risk offenders.
- The Department will also consider granting limited funds for feasibility studies for new housing programs in various areas of the state.
- Grantees will be expected to work closely with the Vermont Department of Corrections and its service delivery system in order to integrate transitional housing activities with the Department's offender programming and supervision authority.

- Grantees are strongly encouraged to involve local government, law enforcement and Community Justice Centers in the housing program proposal as appropriate, as well as partnerships with other local housing agencies and associated initiatives.
- Grantees will be expected to enter utilization data into ServicePoint software (provided by the Department) regarding offenders served and services provided by the housing program.

Administration – MOVE THIS TO SECTION 3.3 FOR NEXT RFP

Proposals will provide a full description of the residential and other components of the transitional housing proposal to include:

- 1) Population profile;
- 2) Site of proposed housing with building description related to number of offenders proposed to be housed;
- 3) Offender eligibility and acceptance criteria as well as offenders who are ineligible;
- 4) Description of services and resources and how they will be delivered;
- 5) Community partnerships that enhance the transitional housing program;
- 6) Information sharing process between the proposer, community-based partners and the Department;
- 7) Identification and description of stakeholder and community education for success;
- 8) Description of other potential resources for program enhancement;
- 9) Identification of start-up requirements;
- 10) Additional sources of support, both cash and in kind;
- 11) Total program line item budget (and per capita costs) showing DOC funding and other sources of support;
- 12) Permitting status of the proposed housing program;
- 13) Describe the agency's experience with real estate development - if limited or no experience, describe how the agency will partner with affordable housing agencies or use experienced real estate consultants.
- 14) Describe how the proposing agency intends to partner with housing entities (including local housing authorities and/or housing development organizations). Provide details of how the experience of the partners applies to the project and how the partnership will work.

## 2. Procurement Overview

### 2.1 General Information

The Department intends to award grants on an annual basis beginning 7/01/10 and ending 6/30/11, with the right to extend the grant for two (2) additional one year terms, depending on available funding and at the discretion of the State. Standard conditions by which the grant will be governed are detailed in Appendix 1.

### 2.2 Point of Contact

Questions concerning this Request for Proposals must be directed in writing by mail, e-mail or fax to:

Karen Lawson, Housing Coordinator  
Community and Restorative Justice  
Department of Corrections  
103 South Main Street  
Waterbury, VT 05671-1001  
Fax #: 802-241-1930  
Karen.Lawson@ahs.state.vt.us

### 2.3 Bidder's Conference

Prospective proposers will have an opportunity to ask questions regarding this procurement at a bidder's conference scheduled for **April 6, 2010 at 10 AM ET**. The conference will be held at the following location:

Department of Corrections  
Chapel Conference Room  
103 South Main Street  
Waterbury, VT 05671-1001

A map is available; please call 241-2276. Attendance at the bidder's conference is not mandatory but is strongly recommended. The conference is intended to be an interactive exchange of information, with appropriate State of Vermont staff available to provide clarification and/or answers to questions.

Proposers may submit written questions and discussion points in advance of the bidder's conference. Written copies of the submitted questions and answers will be distributed by the State to attendees of the bidder's conference. Information and answers to questions will **not** be transcribed for distribution to interested parties not in attendance.

### 2.4 Submission Deadline and Address

To be considered a valid proposal, one original and 6 duplicates must be received at the following address no later than **1:30 PM ET on Friday April 30, 2010**. **Faxes and late responses will not be accepted. ALSO ASK FOR EMAILED PROPOSALS AS WELL.**

Karen Lawson  
Department of Corrections  
103 South Main Street

Waterbury, VT 05671-1001

A public bid opening will be held on April 30, 2010 at 1:30 PM ET at the Department of Corrections small conference room. At the public bid opening, the State of Vermont reserves the right to not disclose items which will compromise grant negotiations.

The Department reserves the right to reject, in whole or in part, any and all proposals received by reason of this Request for Proposals. The Department will not pay for any information herein requested nor will the Department be responsible for any costs incurred by the proposer. All proposals shall become the property of the Department upon submission. The Department reserves the right to negotiate final price and terms during the grant negotiation phase. Any proprietary information offered by proposer should be clearly indicated and the basis, upon which such proprietary interest is asserted.

### **2.5 Request for Proposal Amendments**

The State reserves the right to amend the RFP at any time prior to the proposal due date by issuing written addenda. All written addenda to the RFP will become part of the grant.

### **2.6 Appeal of decision**

Proposers who are dissatisfied with the outcome of the decision may appeal to:

Andrew Pallito, Commissioner  
Department of Corrections  
103 South Main Street  
Waterbury, VT 05671-1001

## **3. Proposal Submission Requirements**

### **3.1 General**

The proposer and all subgrantees, if any, must furnish evidence of experience in providing these services. Preference will be given to proposers with relevant experience.

### **3.2 Proposal Format**

**3.2.1** These instructions, formats and approaches for the development and presentation of proposal information are designed to ensure the submission of data essential to the understanding and comprehensive evaluation of the vendor's proposal. There is no intent to limit the content of the proposals nor in any way inhibit a presentation in other than the vendor's favor. The vendor may include such additional information or data as may be appropriate, but may not exclude any portion requested in this document.

**3.2.2** Proposals should be submitted on double-sided (8 ½" x 11") paper without permanent binding; loose-leaf binding is permissible. Any attachments or exhibits must be reduced to letter size. Ink and paper colors must not prevent entire proposal from being photocopied. The use of divider tabs is required.

**3.2.3** Proposers must submit an original and 6 copies of the proposal. The original should be clearly marked on the outside cover as such. All signatures in the original proposal must be in blue ink.

### **3.3 Proposal Contents**

Each of the major sections identified below should be separately tabbed, for easy identification. Every page of the proposal must be numbered sequentially, including attachments and appendices.

#### **3.3.1 Transmittal Letter**

A transmittal letter must accompany the proposal. The letter must be in the form of a standard, business letter signed in blue ink by an individual authorized to legally enter into a contract on behalf of the proposer. The transmittal letter must include a statement indicating that the vendor is a corporation or legal entity. The transmittal letter must identify individuals involved in the preparation of the proposal. The transmittal letter must contain a statement identifying any subgrantee that will be used in their project. If a subgrantee is used, a transmittal letter must be signed by them indicating the scope of their work to be performed and their qualification. The transmittal letter must contain a statement acknowledging the Customary State Grant provisions described in Appendix 1 Attachment C. The transmittal letter must state the proposer has read, understands and is able to comply with all standards and participation requirements described in the RFP. It must include a statement of acceptance, without qualification, of all terms and conditions outlined in this RFP. Any suggestions for alternate language, which the Department is under no obligation to accept, must be clearly stated.

The transmittal letter must state the proposer has sole and complete responsibility for the completion of all services provided under the grant, including any and all subgrantees, except for those items specifically defined by as Department responsibilities. The transmittal letter must contain a statement in which the proposer certifies that, in connection with this grant, the proposal was developed independently, without collusion, conflict of interest, consultation, communications, or agreement for the purpose of restricting competition, as to any matter relating to the proposal of any other proposer or competitor. In addition, the proposer must state the prices quoted have not been knowingly disclosed by the proposer prior to award, either directly or indirectly, to any other proposer or competitor. The transmittal letter must contain a statement attesting to the accuracy and truthfulness of all information contained in the proposal. The transmittal letter must also contain information regarding any state statutes or other applicable provision of law that may at any level impact the requirements of services to be performed pursuant to this agreement.

The transmittal letter must contain a statement of Affirmative Action that the proposer does not discriminate in its employment practices with regard to race, color, religion, age (except as provided by law), sex, sexual orientation, marital status, political affiliation, national origin, or handicap and complies with all applicable provisions of Public Law 101-336, American Disabilities Act.

#### **3.3.2 Executive Summary**

The Executive Summary should provide an overview of the proposing organization and a general description of the approach to meet the requirements of the RFP. It should also identify the proposer's primary contact, their address, telephone number and fax number. (The Executive Summary is generally no longer than two single-spaced pages.) It must briefly state the proposer's understanding of the project objective, and the role and responsibility of the proposer in meeting the objectives. Subgrantees

must provide an Executive Summary as well.

**3.3.3 Corporate Background and Experience**

Provide a synopsis of the organization, years in operation, experience with the service proposed, special areas of expertise, etc. Subgrantees must provide the same information.

**3.3.4 Financial Stability**

In addition to the bonding and insurance requirements that will be required of successful candidates, the proposal must demonstrate that the proposer is currently financially stable and the future financial conditions are not likely to jeopardize the proposer's ability to provide service to the Department. This may be in the form of Audited Annual Financial Statements. If not available, documents showing comparable information are acceptable, which may include the most recent federal/state tax return. Subgrantees must also provide evidence of financial stability.

**3.3.5 References**

The proposal must identify at least five references who can be contacted regarding their recent experiences with the proposer. The references must be specific as to the nature of the experience with the proposer and include contact person's name, business address, email address and phone number. Subgrantees must also provide five references.

**3.3.6 Key Personnel**

The proposer must identify key personnel, their position and job description as well as a current resume for all key personnel. In addition, this section should clearly delineate how their responsibility and authority are divided.

**3.3.7 ADD BUDGET SECTION**

**4. Evaluation Criteria**

A grant award will be made to the proposers whose proposals are determined to be the most advantageous to the State, taking into account price and other evaluation criteria as set forth in this RFP. Staff of other agencies and consultants may be involved in the evaluation of the proposals. The DOC reserves the right to reject any and all proposals submitted in response to this RFP.

During the evaluation process, proposers may be contacted for the purpose of obtaining clarification of their response. However, no clarification will be sought if a proposer completely fails to address a feature contained in the RFP document. If the failure was in response to a mandatory feature, the proposer may be disqualified.

Proposals will then be evaluated and weighted using the following distribution between experience, technical and price:

Experience (including references)	30%
Technical	40%
Cost	30%

The nine criteria below are listed in no particular order and will be given significant consideration. Although the criteria below are material factors, they are not the sole, or necessarily, the determining factors in proposal evaluation. The entire proposal package will be examined and the proposals satisfying most of the Department's needs will be awarded the grant.

- 4.1 Experience in providing the services required under this grant.
- 4.2 The quality of the housing environment.
- 4.3 The quality and completeness of the structured activities and behavioral expectations proposed for residents.
- 4.4 The supervision proposed.
- 4.5 The number, quality, and collaborative alliance with partners involved, which includes but is not limited to volunteers, community providers, and funders.
- 4.6 The documentation of community education and involvement.
- 4.7 The evidence of sustainability of the housing and related program activities.
- 4.8 The per diem rate of the transitional beds.
- 4.9 The adequacy of the proposed budget and the certainty of the proposed funding to support the full proposed program.

As part of its evaluation, the State may conduct interviews with one or more proposers. In such an event, proposers may be required to travel to Waterbury, Vermont, at their own expense, to participate in an on-site interview. Conversely, the State may elect to travel to the proposer's headquarters to conduct the interview, as well as tour its facilities.

Upon completion of the evaluation process, the Commissioner of the Department of Corrections may select a proposer(s) with which to negotiate a grant, based on the evaluation findings and other such criteria as deemed relevant for ensuring that the decision is made in the best interest of the State. In the event the State is successful in negotiating with the proposer(s), the State will issue a notice of award. In the event the State is not successful in negotiating a grant with a particular proposer, the State reserves the option of negotiating with another proposer. The State may cancel the procurement and make no award, if that is determined to be in the State's best interest.

## **5. Proposal Process**

### **5.1 Acceptance of Proposals**

- 5.1.1 Each proposer may submit one (1) proposal. Alternate proposals will not be allowed and will cause the rejections of the alternate proposal and any other proposal submitted by the proposer.
- 5.1.2 The State will accept all proposals properly submitted. After receipt of proposals, the State reserves the right to sign a grant, without negotiation, based on terms, conditions and premises of the RFP and the proposal of the selected proposer. Proposals must be responsive to all requirements in the RFP in order to be considered for grant award.

- 5.1.3 The proposal and its conditions must remain valid for six (6) months from the date of proposal submission.
- 5.1.4 The State reserves the right to waive minor irregularities in proposals, providing such action is in the best interest of the State. Where the State may waive minor irregularities, such waiver shall in no way modify the RFP requirements or excuse the proposer from full compliance with RFP and other contract requirements if the proposer is awarded the grant.
- 5.1.5 The State also reserves the right to request proposal clarification or correction, reject any or all proposals received, or cancel the procurement, according to the best interest of the State.

## **5.2 Proposal Amendment and Rules for Withdrawal**

- 5.2.1 Prior to the proposal due date a submitted proposal may be withdrawn by submitting a written request to the point of contact identified in section 2.2 of this RFP. Withdrawal notice must be signed by the proposer's authorized agent.
- 5.2.2 Proposers are allowed to make amendments to their proposals if the change is submitted by the proposal due date subject to the conditions outlined in section 3. The submission should be clearly labeled as Amendment to Proposal. Unless requested by Vermont DOC, the State will not accept any amendments, revisions, or alterations to proposals after the proposal due date.

## **5.3 Cost of Preparing Proposals**

All costs incurred by the proposers during the preparation of their proposals and for other procurement related activities will be the sole responsibility of the proposers. The State will not reimburse the proposers for any such costs.

## **5.4 Disposition of Proposals**

- 5.4.1 The successful proposal will be incorporated by reference into the resulting grant and will be a matter of public record. If the proposal includes material that is considered by the proposer proprietary and confidential under Vermont law, the proposer shall clearly designate the material as such, explaining why such material should be considered confidential.
- 5.4.2 The proposer must identify each page or section of the proposal that they believe is proprietary and confidential, with sufficient grounds to justify each exemption from release, including the prospective harm to the competitive position of the proposer if the identified material were to be released. A general statement that an entire proposal is proprietary is not acceptable.
- 5.4.3 All material submitted by proposers becomes the property of the State of Vermont, which is under no obligation to return any material submitted by a proposer in response to this RFP. The State shall have the right to use all systems concepts, or adaptations of those ideas, contained in any proposal, and this right will not be affected by selection or rejection of the proposal.

## **5.5 Freedom of Information and Privacy Act**

Proposers should be aware that all materials associated with the procurement are subject to the terms of the Freedom of Information Act, the Privacy Act and all rules, regulations and interpretations of these Acts. By submission of a proposal, the proposer agrees that the Privacy Act of 1974, Public Law 93-579, and the Regulations and General Instructions issued pursuant thereto, are applicable to this grant, and all subgrantees hereunder.

#### **5.6 Vermont Tax ID Number**

A Vermont business account tax number is required if the grantee is a corporation or if the Contractor, under whatever form of business, has employees who are subject to Federal Income tax withholding and who perform their services within the State of Vermont. Grants cannot be executed without a Vermont Tax ID.

#### **5.7 Use of Subgrantees**

The prime grantee will be responsible for all the work to be performed under this grant. Proposers must identify proposed subgrantees in their proposals, in the manner described within the proposal submission instructions. NOTE: In the event that a grant is procured, the grantee shall not assign or subgrant the performance of this agreement or any portion thereof to any other grantee without the written approval of the State of Vermont. See Appendix 1, Attachment C, paragraph 13.

#### **5.8 Bid and Performance Bond Requirements**

The selected Grantee may be required to provide a performance bond before the effective date of the grant. The performance bond may be in the form of a surety bond from a company qualified to do business in the State of Vermont. More information regarding bond requirements will be provided during grant negotiations.

APPENDIX 1

ATTACHMENT C  
CUSTOMARY PROVISIONS FOR CONTRACTS AND GRANTS

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

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

After a final judgment or settlement the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party. The Party shall indemnify the State and its officers and employees in the event that the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party.

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

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

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

Premises - Operations

Products and Completed Operations

Personal Injury Liability  
Contractual Liability

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

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

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

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

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

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

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

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

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

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

10. **Records Available for Audit:** The Party will maintain all books, documents, payroll papers, accounting records and other evidence pertaining to costs incurred under this agreement and make them available at reasonable times during the period of the Agreement and for three years thereafter for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved. The State, by any authorized representative, shall have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this Agreement.
11. **Fair Employment Practices and Americans with Disabilities Act:** Party agrees to comply with the requirement of Title 21V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990 that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement. Party further agrees to include this provision in all subcontracts.

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

**13. Taxes Due to the State:**

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

Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.

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

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

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

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

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

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

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

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

*State of Vermont – Attachment C  
Revised AHS - 4-06-09*

For assistance or additional information on Appendix 1 (Attachment C), please contact:

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