

Pathways to Housing

Memorandum of Understanding between Case Management Service Provider and the Brattleboro Housing Authority

1. BACKGROUND

The Pathways to Housing Program is funded by a grant from the Vermont Agency of Human Services to the Brattleboro Housing Authority. Pathways funding is to support up to 20 families with children and individuals in rental housing while they participate in comprehensive case management services. These services, provided by area human service agencies, will be focused on improving the housing skills and overcoming the issues which have made it difficult for participants to obtain or retain housing. Eligible participants must come from one of the following three categories: a family on or accepted to receive TANF cash benefit assistance; a person between the ages of 16 to 21 who is transitioning from foster care; or a woman who is transitioning from incarceration.

2. PURPOSE OF MEMORANDUM OF UNDERSTANDING:

Human service agencies within the AHS Brattleboro District are eligible to provide case management services to eligible participants. The purpose of this memorandum of Understanding (MOU) is to clearly identify the services to be provided and the responsibilities of the _____ hereinafter referred to as the Participating Agency; and the responsibility of the Brattleboro Housing Authority hereinafter referred to as BHA . In signing this MOU the Participating Agency certifies that it has read the entire Grant Agreement document which is attached and is fully aware of its contents.

3. SCOPE OF SERVICES

As described in the contract between the Vermont Agency of Human Services hereinafter referred to as AHS and BHA, Participating Agencies will be responsible for:

- (a) Screening and presentation of eligible participants according to the established criteria;
- (b) Completion and timely submission of all forms including but not limited to: Pre-application; Intake/Application; Individualized Service Plan; and reporting forms.
- (c) Comprehensive case management services in accordance with the attached Case Manager Duties;
- (d) Maintenance and documentation in the form required for case management and participant records;
- (e) Timely response to all requests for assistance, information or reports.

The duties of Participating Agencies are found in more detail in the attached Grant Agreement.

The BHA shall administer all grant requirements as required under the grant with AHS.

It is expressly understood that as part of the Participating Agency's case management it will work cooperatively with all other Participating Agencies, the BHA and AHS.

The Participating Agency understands that other activities may be established for which it will be responsible during the grant period.

4. INDEMNITY AND INSURANCE

The Participating Agency shall indemnify and hold harmless the BHA, their officers and employees, against any and all liability for injury and damage caused by any negligent or willful act or omission of the Participating Agency or any of the Participating Agency's employees or volunteers in the performance of the duties specified in this MOU.

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BHA shall likewise indemnify and hold the Participating Agency harmless against any and all liability for injury and damage caused by any negligent or willful act or omission of the BHA or any of the BHA's employees or volunteers in the performance of the duties specified in the MOU. The Participating Agency shall have General Liability,

Workers' Compensation, Automobile and Professional Insurance coverage as required and appropriate. Proof of coverages will be provided within seven days of signing this MOU.

5. RECORDKEEPING AND REPORTING

The Participating Agency agrees to maintain on a current basis documentation of time spent by its employees in the performance of the work under this MOU; the Individualized Service Plan and all documentation required to comply with the requirements of the HMIS system used to collect and track all data on this grant. In addition, the Participating Agency shall maintain all other documentation relative to its participation and the participation of individuals and families for whom it provides case management in a complete and well organized form.

The Participating Agency further agrees to assist BHA with any other documentation that may be required to comply with grant requirements. The Participating Agency agrees to participate in any system created by AHS to collect data and metrics relative to this Program. Reporting Requirements and Forms are found at Attachment H of the Grant Agreement.

The Participating Agency agrees and understands that the BHA and AHS may have full and unrestricted access to all information with respect to this Program that is held at the Participating Agency or by any of its employees.

6. COMPLIANCE WITH STATE REGULATIONS

The Participating Agency agrees to comply with all applicable requirements which are now, or which may hereafter be imposed by the Vermont Agency of Human Services. These are provided in Attachment C of the Grant Agreement.

The Participating Agency agrees not to employ any individual, or use any volunteer, to provide for the care, custody, treatment, or supervision of children or vulnerable adults if there is a substantiation of abuse or neglect or exploitation against that individual. The Participating Agency will check the Adult Abuse Registry in the Department of Disabilities, Aging and Independent Living. Unless the Participating Agency holds a valid childcare license or registration from the Division of Child Development, Department for Children and Families, the Participating Agency shall also check the Central Child Abuse Registry. (See 33 V.S.A. §4919 & 33 V.S.A. §6911).

The Participating Agency shall read and adhere to Agency of Human Services Rule #96-23 enclosed with the grant which is made a part of this MOU. The agency shall sign The Affirmation of Understanding Statement found at the end of the Attachment and return it with an executed MOU.

7. NONDISCRIMINATION AND EQUAL OPPORTUNITY

The Participating Agency agrees that no person shall, on the grounds of race, color, religion, national origin, sex, sexual orientation, disability, ancestry, familial status, or age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any of its programs or activities or programs conducted under this MOU or the Pathways Program.

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8. DOCUMENTS TO BE SUBMITTED WITH AN EXECUTED MOU:

- A.) The Affirmation of Understanding Statement
- B.) The job description for the Case Manager
- C.) A resume or equivalent description of the education, qualifications and experience (including length of service with the Participating Agency) of the Case Manager.

9. TERM:

The term of this MOU is commences with the date of signature and ends on the last day of the eighteenth month from the signature date, _____[insert end date].

10. AMENDMENT:

This MOU may be amended by written agreement of the Participating Agency and BHA.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed this _____ day of _____, _____ month, _____ year.

NAME OF PARTICIPATING AGENCY _____

By: _____
SIGNATURE

PRINTED NAME AND
TITLE OF AUTHORIZED REPRESENTATIVE _____

BRATTLEBORO HOUSING AUTHORITY

By: _____
Christine H. Hart, Executive Director

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**AGENCY OF HUMAN SERVICES
103 South Main Street
Waterbury, Vermont 05676**

96-23 AFFIRMATION OF UNDERSTANDING STATEMENT

As a Grantee for the State of Vermont, I affirm that I have read the Agency of Human Services (AHS) Rule No. 96-23 concerning Access to Information, and that I agree to comply with the requirements of AHS Rule No. 96-23.

I shall require all of my employees performing services under this Grant, to sign an affirmation of understanding statement. Employee statements need not be sent to the State. However, they shall remain in Grantee's personnel records. The State can request copies of such documents if necessary.

Name of Company (Print or type)

Date

Authorized Signature

Title

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STATE OF VERMONT STANDARD GRANT AGREEMENT

1. **Parties:** This is a Grant Agreement between the State of Vermont, Agency of Human Services, Office of the Secretary, Housing and Transportation, (hereinafter called "State"), and Brattleboro Housing Authority with principal place of business at PO Box 2275, Brattleboro, VT 05303, (hereinafter called "Sub-recipient"). Sub-recipient is required by law to have a Business Account Number from the Vermont Department of Taxes. The Account Number is # 024254.
2. **Subject Matter.** The subject matter of this Grant Agreement is the provision of a participant based transitional housing program using scattered sites for at least 20 units. Detailed services to be provided by the Contractor are described in Attachment A.
3. **Maximum Amount.** In consideration of the services to be performed by Sub-recipient, the State agrees to pay Sub-recipient, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$149,000.00
4. **Grant Term.** The period of Sub-recipient's performance shall begin on September 15, 2006 and end on September 14, 2007.
5. **Source of Funds.** Federal 65% General Funds 35%.
6. **Award Information.**

CFDA		Award			Federal Granting Agency	Research and Develop. Grant
Title	Number	Name	Number	Year		
TANF \$100,000	93.558	Temporary Assistance for Needy Families	G-501VTTANF	FFY 06	Health and Human Services	No
General Fund \$49,000		GF	none			

7. **Amendment.** No changes, modifications, or amendments in the terms and conditions of this Grant Agreement shall be effective unless reduced to writing, numbered, and signed by the duly authorized representative of the State and Sub-recipient.
8. **Cancellation.** This Grant Agreement may be suspended or cancelled by either party by giving written notice at least 30 (thirty) days in advance.
9. **Contact persons:** The Sub-recipient's contact person for this award is: Name: Chris Hart; Telephone Number: (802)254-6071; E-mail address: chhart@sover.net.
1. **Fiscal Year:** The Sub-recipient's fiscal year starts July 1 and ends June 30.

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11. **Grant Manager.** The grant manager is Cathleen M. Voyer or any other person subsequently designated by the Grantor. All payment requests, reports, and correspondence regarding this agreement are to be submitted to the grant manager at Agency of Human Services, Office of the Secretary, Housing and Transportation, Osgood Building, 103 South Main Street, Waterbury, VT 05671-0204, (802) 241-4624, fax: (802) 241-2979, and via electronic mail at cathyv@ahs.state.vt.us.

12. **Attachments:** This Grant consists of 28 pages including the following attachments that are incorporated herein:

- Attachment A - Specifications of Work to be Performed
- Attachment B - Payment Provisions
- Attachment C - "Customary State Grant Provisions"
- Attachment D - Modifications of Insurance (if applicable)
- Attachment E - Business Associate Agreement (if applicable)
- Attachment F - AHS Policy 96-23
- Attachment G – Other Grant Provisions
- Attachment H-Reporting requirements and forms
- Attachment I- Program Description

13. Order of Precedence of attached documents shall be:

- Attachment- This document
- Attachment- C
- Attachment- A
- Attachment- B
- Attachment- F
- Attachment- G
- Attachment- H
- Attachment- I

STATE OF VERMONT

STANDARD GRANT AGREEMENT

ATTACHMENT A SPECIFICATIONS OF WORK TO BE PERFORMED

1) General Specifications:

- A. The Sub-recipient is responsible for delivering the services described in Attachment I- Program Description and will ensure that program and grant goals are being achieved and meeting TANF requirements where necessary.
- B. The Sub-recipient must designate someone to supervise staff hired under this agreement. This person will:
 - Ensure participation of all staff and partner agencies in any training and/or meetings provided by the Grantor that are applicable and participate in Grantor activities as appropriate.
- C. Information regarding policy and procedure changes, and trainings to be held, will be distributed electronically via e-mail. It is the Sub-recipient's responsibility to keep abreast of these changes.

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- D. Sub-recipient is responsible for coordinating services between the various service providers and providing updates to staff on any new services available.
 - E. The Sub-recipient shall set up a "Program Oversight Committee", hereinafter referred to as "Committee". The committee shall be comprised of the Vermont Agency of Human Services, Field Division and designees as seen fit, including Economic Services Division; Morningside Emergency Shelter; Brattleboro Area Drop-In Center; Health Care and Rehabilitation Services (community mental health); and Brattleboro Housing Authority.
 - F. The Committee shall have representation from the area landlords.
 - G. The committee shall have representation from a consumer or program participant.
 - H. The Sub-recipient shall conform to all TANF eligibility requirements when serving TANF participants.
 - I. The Sub-recipient and area human service agencies are responsible for the acceptance of participants and all program operations.
 - J. The Sub-recipient shall submit all forms and requirements for approval to the State Housing and Transportation Director prior to implementation.
 - K. The Sub-recipient shall determine eligibility with an approved process from the State.
 - L. 60% of the Sub-recipients clients shall be families with a child or children who are receiving TANF cash benefit.
 - M. 40% of the Sub-recipients clients shall be youth between the ages of 16 and 21 transitioning from fostercare and women transition from incarceration.
- 2) Grant Management:
- A. The Sub-recipient shall submit all monthly reports required in Attachment H to the grant manager.
 - B. The Sub-recipient shall submit all payment requests to the grant manager.
 - C. The State shall provide technical assistance and training as well as any applicable reports and financial information to the Sub-recipient staff.
 - D. The Sub-recipient shall maintain a record of each participant's participation in the program and shall furnish these records upon request by the Grantor.
 - E. The Sub-recipient shall maintain a record of those who were not eligible for the program and reason for denial and shall furnish these records upon request by the Grantor.
- 3) Reporting Requirements:
- A. Monthly reports shall be submitted to the grant manager no later than 30 days following the end of the month using the electronic format below:
 - a. https://www.ahsnet.ahs.state.vt.us/hmis_hud or <http://hmis.vermont.gov>
 - B. Information shall include all reporting requirements listed in Attachment H and this document.

ATTACHMENT B PAYMENT PROVISIONS

- 1. The State shall pay sub-recipient in accordance with the budget outlined in section 6 of Attachment B.
- 2. The State shall not be responsible for expenses of the Sub-recipient unless specified in the budget.
- 3. Sub-recipient will submit a bill for the first six months or invoice signed by an authorized representative. Bills should be submitted to:
Grant Manager

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Agency of Human Services, Housing and Transportation
Office of the Secretary
103 South Main Street
Waterbury, VT 05671-0204

4. State will remit all payments to:
Brattleboro Housing Authority
PO Box 2275
Brattleboro, VT 05303
5. Final payment under this grant is subject to review and acceptance of the final report by the State.
6. Budget

	Per Month	Per Year
Average HAP for 20 units (10 – 1 bedrooms, & 10 – 2 bedrooms)	\$8,500	\$102,000
BHA Admin Fee (\$25.00/unit/month)	\$ 500	\$ 12,000
Funds to pay for first and last month rent, landlord losses (damages & rent)		\$ 20,000
Participant assistance for training, classes and Emergency Needs		\$ 15,000
Case management and other expenses associated with Service delivery will be charged under the Agencies existing funding for this work.		
TOTAL		\$149,000

ATTACHMENT C CUSTOMARY STATE GRANT PROVISIONS

1. **Entire Agreement.** This Grant Agreement 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 Grant Agreement will be governed by the laws of the State of Vermont. The Sub-recipient must comply with all the federal requirements pertaining to the expenditure of federal funds.
3. **Appropriations.** If this Grant Agreement extends into more than one fiscal year of the state (July 1 to June 30), and if appropriations are insufficient to support this grant, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriations authority. **Availability of Federal Funds:** This Grant is funded in whole or in part by federal funds. In the event the federal funds supporting

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this grant become unavailable or are reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Sub-recipient from State revenues.

4. **No Employee Benefits for Subrecipient:** The Sub-recipient understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation and sick leave, workers compensation or other benefits or services available to State employees, nor will the State withhold any federal or state taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Grant Agreement. The Sub-recipient 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 Sub-recipient, and information as to grant income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.
5. **Independence, Liability.** The Sub-recipient will act in an independent capacity and not as officers or employees of the State. The Sub-recipient shall indemnify, defend and hold harmless the State and its officers and employees from liability and any claims, suits, judgments, and damages arising as a result of the Sub-recipient's acts and/or omissions in the performance of this Grant Agreement. The Sub-recipient 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 Grant Agreement.
6. **Insurance.** Before commencing work on this Grant the Sub-recipient must provide certificates of insurance to show that the following minimum coverage is in effect. The Sub-recipient must notify the State no more than 10 days after receiving cancellation notice of any required insurance policy. It is the responsibility of the Sub-recipient to maintain current certificates of insurance on file with the State through the term of the Grant. Failure to maintain the required insurance shall constitute a material breach of the Grant.

Workers Compensation: With respect to all operations performed, the Sub-recipient 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 Grant, the Sub-recipient shall carry general liability insurance having all major divisions of coverage including, but not limited to:

- Premises - Operations
- Independent Contractors' Protective
- 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

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

Professional Liability: Before commencing work on this Grant Agreement and throughout the term of this Grant, the Sub-recipient shall procure and maintain professional liability insurance for any and all services performed under this Grant Agreement, with minimum coverage of \$ 1,000,000 per occurrence.

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No warranty is made that the coverage and limits listed herein are adequate to cover and protect the interests of the Sub-recipient for the Sub-recipient's operations. These are solely minimums that have been set to protect the interests of the State.

7. **Reliance by the State on Representations:** All payments by the State under this Grant Agreement will be made in reliance upon the accuracy of all prior representations by the Sub-recipient, including but not limited to bills, invoices, progress reports and other proofs of work.
8. **Requirements to Have a Single Audit:** If this sub-recipient expends \$500,000 or more in federal assistance during its fiscal year, it 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 sub-recipient 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 entity.

A sub-recipient is exempt if the entity expends less than \$500,000 in total federal assistance in one year.

The sub-recipient will complete the Certification of Audit Requirements 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 entity and any other pass-through entity that requests it within 9 months. If a single audit is not required, the sub-recipient will submit the Schedule of Federal Expenditures within 45 days. These forms will be mailed to the sub-recipient by the Department of Finance and Management near the end of its fiscal year. These forms are also available on the **VISION Web page**.

9. **Records Available for Audit.** The Sub-recipient will maintain all books, documents, payroll, papers, accounting records and other evidence pertaining to costs incurred under this Grant Agreement and make them available at reasonable times during the period of the Grant 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 Grant Agreement.
10. **Fair Employment Practices and Americans with Disabilities Act:** The Sub-recipient agrees to comply with the requirement of Title 21 V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. The Sub-recipient 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 Sub-recipient under this Grant Agreement. The Sub-recipient further agrees to include this provision in all sub-grants.
11. **Set Off:** The State may set off any sums which the Sub-recipient owes the State against any sums due the Sub-recipient under this Grant 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.
12. **Taxes Due to the State.**
 - a. Sub-recipient 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. Sub-recipient certifies under the pains and penalties of perjury that, as of the date the Grant Agreement is signed, the Sub-recipient 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.

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c. Sub-recipient understands that final payment under this Grant Agreement may be withheld if the Commissioner of Taxes determines that the Sub-recipient is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.

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

13. **Child Support.** (Applicable if the Sub-recipient is a natural person, not a corporation or partnership.) Sub-recipient states that, as of the date the Grant Agreement is signed, he/she:
- is not under any obligation to pay child support; or
 - is under such an obligation and is in good standing with respect to that obligation; or
 - has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

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

14. **Subgranting.** The Sub-recipient shall not assign or sub-grant the performance of this Grant or any portion thereof to any other Sub-grantee without the prior written approval of the State. They must advise their sub-recipients of requirements imposed on them by federal laws, regulations, and provisions of contracts or grant agreements, as well as any supplemental requirements imposed by the pass-through entity. They must also set up a plan for monitoring those sub-recipients' use of the funds.
15. **No Gifts or Gratuities.** Sub-recipient 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 Grant Agreement.
16. **Copies.** All written reports prepared under this Grant Agreement will be printed using both sides of the paper.
17. **Access to Information.** The Sub-recipient agrees to comply with the requirements of AHS Rule No. 96-23 concerning access to information. The Sub-recipient shall require all of its employees performing services under this Grant Agreement to sign the AHS affirmation of understanding or an equivalent statement.
18. **Suspension and Debarment.** Non-federal entities are prohibited by Executive Orders 12549 and 12689 from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement contracts for goods or services equal to or in excess of \$25,000 and all non-procurement transactions (grants to sub-recipients). By signing this Grant Agreement, current Sub-recipient certifies as applicable, that the contracting organization and its principals are not suspended or debarred by GSA from federal procurement and non-procurement programs.
19. **Health Insurance Portability & Accountability Act (HIPAA).** The confidentiality of any health care information acquired by or provided to the Sub-recipient shall be maintained in compliance with any applicable state or federal laws or regulations.

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20. **Abuse Registry.** The Sub-recipient agrees not to employ any individual, or use any volunteer, to provide for the care, custody, treatment, or supervision of children or vulnerable adults if there is a substantiation of abuse or neglect or exploitation against that individual. The Sub-recipient will check the Adult Abuse Registry in the Department of Disabilities, Aging and Independent Living. Unless the Sub-recipient holds a valid childcare license or registration from the Division of Child Development, Department for Children and Families, the Sub-recipient shall also check the Central Child Abuse Registry. (See 33 V.S.A. §4919 & 33 V.S.A. §6911).
21. **Voter Registration.** When designated by the Secretary of State, the Sub-recipient 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.
22. **Non-Discrimination Based on National Origin as evidenced by Limited English Proficiency.** The Sub-recipient agrees to comply with the non-discrimination requirements of Title VI of the Civil Rights Act of 1964, 42 USC Section 2000d, et seq., and with the federal guidelines promulgated pursuant to Executive Order 13166 of 2000, which require that contractors and sub-grantees receiving federal funds must assure that persons with limited English proficiency can meaningfully access services. To the extent the Sub-recipient provides assistance to individuals with limited English proficiency through the use of oral or written translation or interpretive services in compliance with this requirement, such individuals cannot be required to pay for such services.

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ATTACHMENT D NO MODIFICATIONS TO INSURANCE REQUIREMENTS

ATTACHMENT E Business Associate Agreement (BAA): NOT REQUIRED BY ATTORNEY GENERAL'S OFFICE (SEE ATTACHED HIPAA WORKSHEET).

ATTACHMENT F

Agency of Human Services Rule # 96-23

Final Adopted Rule for Access to Information

Definition.

"Agency" means the Agency of Human Services or any of the offices, departments or programs that comprise the Agency.

"AHS" means the Vermont Agency of Human Services.

"Client" means an individual or family who is voluntarily served by a department, office, program, Grantee or grantee of the Agency of Human Services.

"Grantee" means an individual or entity with whom the Agency or any of its departments, offices, or programs have a Grant to provide personal services.

"Employee" means any person who works in a full-time, part-time, temporary or Contractual position for the Agency or any of its departments, offices, or programs.

- 1.6 "Grantee" means an individual or entity with whom the Agency or any part thereof has a grant to provide personal services.
- 1.7 "Program" means a set of services, (such as determining and processing ANFC benefits, verifying and setting up delivery for WIC foods) for which the Agency bears fiscal responsibility.
- 1.8 "Administrative Obligations" means activities pursuant to federal or state laws or regulations (such as verification of eligibility, verification of service delivery, detection of fraud, monitoring of quality assurance, audit of expenditure reports) which provide for accountability in the use of public funds.

Basic Principles

Presumption of Confidentiality:

All information specific to, and identifying of, individuals and families is presumed to be confidential and subject to these standards. Employees shall not disclose the information unless a specific exception to the presumption applies or the disclosure is authorized by the client, a court or as otherwise authorized by law or rule.

Existing Statutes:

These rules are not intended to expand or diminish current provisions in law relating to disclosure of confidential information.

Information Collection:

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Employees shall collect and record only that information needed to fulfill the goal of serving the client and meeting administrative or legal obligations.

Informing Clients:

At the initial meeting with each client, or within two weeks, employees shall review and offer to provide the rules for access to information to the client.

Permissible Disclosures

Client Consent:

No information about a client shall be released without prior consent from the client, unless directly connected with the administration of a program or necessary for compliance with federal or state laws or regulations.

Sharing "Non-identifiable" Information:

Information that does not identify a client may be used for statistical research, forecasting program needs, or other such purposes.

Public Information:

Information defined as public by 1 VSA & 317 or other applicable statute is available to the public. The procedures in the public records statute shall be followed before public information is released.

Information Sharing for Administrative Purposes:

Employees may share information which is necessary to satisfy the Agency's administrative obligations. Departments will develop written agreements limiting the kinds of information to be shared when programs are jointly administered by different Departments. No information shall be released to a person or entity that is out of state, unless directly connected with the administration of a program or necessary for compliance with federal or state laws or regulations.

Disclosure Without Consent in Limited Circumstances:

Employees must release sufficient information to comply with mandatory reporting requirements for cases involving the abuse, neglect, or exploitation of children and persons who are elderly or who have disabilities. Information may be released without consent when Vermont law creates a duty to warn identified individuals of potential harm to their person or property, in response to court orders, or to investigate or report criminal activity as required by federal or state law or regulation. Only information relevant to the situation shall be disclosed. The employee shall document the date, purpose and content of the report, the name, address and affiliation of the person to whom the information was released, and shall notify the client that the information was disclosed.

Procedures Related to Consent

Obtaining Informed Consent:

Prior to releasing confidential information the Agency shall obtain the client's informed consent. This includes providing information about consent in a language and format understandable to the client. Reasonable accommodations shall be made for special needs based on the individual or family's education, culture, or disability. Employees shall inform clients that granting consent is not a pre-requisite for receiving services, and shall explain that they may apply for services separately.

Consent of Minors to Release of Information:

Employees shall obtain the consent of a minor client to release information concerning treatment for which parental consent is not required.

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Format for Consent to Share Information:

Consent for the sharing or release of information shall ordinarily be in writing. If an emergency situation requires granting of verbal consent, written consent shall be obtained at the next office visit or within thirty days, whichever comes sooner. Required information will include:

1. Names of the people about whom information may be shared.
2. A checklist of the kinds of information to be shared.
3. A checklist of the departments within the Agency to receive the information.
4. A statement or date covering expiration of consent.
5. A statement about procedures for revoking consent.
6. Signature of individuals covered by the consent, or their parents or guardians.
7. Signature of the individual explaining the consent process with their position and job title.
8. A space to provide individualized instructions.

**A copy of the consent form shall be provided to all signatories.

Client Access to Records:

Unless prohibited by federal or state law or regulation, clients shall be permitted to view and obtain copies of their records. Each department within the Agency shall have written procedures which permit clients to verify personal information they have provided for accuracy and completeness and for placing amendments to the information in their files. Employees shall take reasonable steps to present records in a form accessible to the client, including but not limited to large type format or verbal review. A fee not to exceed the actual cost of copying may be charged for records exceeding 10 pages. This fee shall be waived if it would prohibit access.

Procedures to Protect Confidentiality

Staff Training:

All AHS employees and all AHS volunteers and interns, shall be instructed in these rules. AHS shall train their Grantees and Grantees, who shall, in turn, provide the same instruction for their employees, interns, and volunteers.

Response to Requests for Information:

An employee shall not respond to requests from outside the Agency for information about clients even to acknowledge that the person is a client, unless authorized. If a client has consented to or requests that information be released, the employee shall comply with the request.

Designated Individual:

Each agency or department shall appoint one or more trained staff members to be responsible for responding to all requests for client information when there is no written consent to release, and no statutory or administrative authority permitting release of the requested information. These individuals shall be specially trained in maintaining confidentiality. A list of the designated individuals for each department and office shall be maintained in the Attorney General's Office, Human Services Division.

Affirmation of Understanding:

Employees shall sign an affirmation that they will comply with these rules. This affirmation shall be part of their personnel files. Supervisors shall review this affirmation during annual evaluations. Violation of these rules shall result in disciplinary action.

Written Agreements with Grantees or Grantees:

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The following assurance, or one similar to it, will be included in all AHS grants/Grants signed after these rules have been approved:

Grantee agrees to comply with the requirements of AHS Rule No. 96-23 concerning access to information. The Grantee shall require all of its employees to sign the AHS Affirmation of Understanding or an equivalent statement.

Client Referrals:

When referring a client to another agency for services, if the referral does not meet the criteria for permissible disclosures under Section 3.4, the initial agency shall obtain the consent of the client for the referral and alert the receiving agency that confidential client information accompanies the referral.

Documentation of Disclosure:

Requests for disclosures of client information shall be maintained in the client's file if the request does not meet the definition of a permissible disclosure under Section 3.4. Employees shall document in writing any information actually disclosed, along with the name of the person/agency to whom it was disclosed and the date of the disclosure. When permissible disclosures are made under Section 3.4, documentation may be limited to the name of the department/agency/program to whom the disclosure was made.

Information Systems

Computerized Information:

When developing a computerized data system, the Agency shall:

1. Develop security procedures consistent with the rule;
2. Instruct staff in the security procedures;
3. Inform clients if a computerized system is being used;
4. Establish written agreements with participating agencies outlining procedures for sharing and protecting information.
5. Develop security procedures in relation to the transmission of information.

Security Procedures:

The Agency shall develop a protocol which is consistent with the requirements of this rule to safeguard confidential client information. Grantees and grantees shall also develop a protocol or shall adopt the protocol of the Agency. The protocol shall be designed to safeguard written information, data in computer systems, and verbal exchange of information. The protocol shall prohibit unauthorized access to records and include an appropriate disciplinary process for violations of the security rules.

Procedures:

Written procedures for implementing these rules shall be used as the basis for employee instruction and shall be available for review in the Agency Central Office.

ATTACHMENT G OTHER GRANT PROVISIONS

1. **Termination:** This Grant may be cancelled by either party by giving written notice at least 30 days in advance. However, notwithstanding the previous sentence and other provisions of this Grant, if the Agency of Human Services, a subdivision thereof, or the Department of Labor and Industry determines that the Grantee's program or facility is not operated in compliance with State and

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Federal Law and is operating with deficiencies that pose immediate jeopardy to a child's health, welfare and safety, the State may terminate this Grant immediately, and shall give such notice of effective date of termination as the State in its sole discretion shall deem appropriate.

1. **Grant Renewal:** In anticipation of Grant renewal, the Grantee will submit to the Division of Rate Setting a funding application containing such budgetary, financial, and program information as the Division of Rate Setting may require by rule and/or practice and procedure. The funding application must be filed in a timely manner.
2. **Federal Funding:** Grantee understands that this Grant is funded in whole or in part by federal funds. In the event the federal funds supporting this Grant become unavailable or are reduced, the State may cancel this Grant immediately, and the State shall have no obligation to pay Grantee from State revenues.
3. **Child Care Licensing Regulations:** will comply with all provisions as prescribed by Vermont State Licensing Regulations for Residential ChildCare Facilities.
4. **Confidentiality:** Grantee agrees not to disclose the names of or information pertaining to any child referred to the Grantee by the State, and agrees to adhere to the confidentiality requirements of 33 V.S.A. Section 306. This shall not preclude the Grantee from releasing the name of a child, or other relevant information, if necessary, for purposes directly connected with providing services to a child under this Grant.
5. **Child Abuse Reporting:** Notwithstanding the provision of 33 V.S.A. section 4913(a) any agent or employee of the Grantee who has reasonable cause to believe that a child has been abused or neglected as defined in Chapter 49 of Title 33 V.S.A. shall report the suspected abuse or neglect to the Commissioner of the Department for Children and Families (DCF) within one working day. The report shall contain the information required by 33 V.S.A. section 4914.
6. **Work Product Ownership:** Upon full payment by the State, all products of the Grantee's work, including outlines, reports, charts, sketches, drawings, art work, plans, photographs, specifications, estimates, computer programs, or similar documents, become the sole property of the State of Vermont and may not be copyrighted or resold by Grantee.
7. **Audit Requirements:** The Grantee agrees to comply with standard audit requirements in accordance with OMB Circular A-133.
8. **Pro-Children Act of 1994:** Grantee will abide by Public Law 103-227, also known as the Pro-Children Act of 1994, which requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee.
9. **Information Systems:** Computerized Information

When developing a computerized data system, the Agency shall:

1. Develop security procedures consistent with the rule;
2. Instruct staff in the security procedures;
3. Inform clients if a computerized system is being used;

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4. Establish written agreements with participating agencies outlining procedures for sharing and protecting information.
5. Develop security procedures in relation to the transmission of information.

Security Procedures

The Agency shall develop a protocol which is consistent with the requirements of this rule to safeguard confidential client information. Contractors and sub-recipients shall also develop a protocol or shall adopt the protocol of the Agency. The protocol shall be designed to safeguard written information, data in computer systems, and verbal exchange of information. The protocol shall prohibit unauthorized access to records and include an appropriate disciplinary process for violations of the security rules.

Procedures

Written procedures for implementing these rules shall be used as the basis for employee Instruction and shall be available for review in the Agency Central Office.

ATTACHMENT H REPORTING REQUIREMENTS AND FORMS

Program Goals:

- Program participants will be successful in their housing while in the Program as measured by their rent paying on time and absence of lease violations.
- Program participants will be active engaged participants in their transitional housing program as measured by the monthly reports from their case manager.
- Fewer families and individuals will live for three months or longer in motels, at the Emergency Shelter or 'bunking in' with family or friends.
- The Hard to House will have an avenue to improve their future and become stable renters as measured by the number of applicants to the Program and participants in it.
- Program participants will go on, after program completion, to being dependable renters or homeowners.

A. The Sub-recipient will ensure that:

Intensive case management support and housing services are provided for up to **12 families and 8 families or individuals transitioning out of fostercare or women transitioning out of incarceration** at any given time and at least 20 during the grant period.

B. Outcome Measures and Reporting:

90% of the families who secure permanent housing will retain their housing for 6 months

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or more.

100% of the families referred will secure transitional or permanent housing within 60 days of referral.

Data will be provided by the Sub-recipient for the above outcome measures using the monthly electronic reporting system within the Agency of Human Services including universal and program specific data elements as described in Attachment H.

ATTACHMENT I PROGRAM DESCRIPTION

General Specifications

The Sub-recipient is responsible for delivering the services described in the program description and will ensure that program and grant goals are being achieved and meeting TANF requirements where necessary.

The Sub-recipient must designate someone to supervise staff hired under this agreement. This person will:

- Ensure participation of all staff and partner agencies in any training and/or meetings provided by the Grantor that are applicable and participate in Grantor activities as appropriate.

Information regarding policy and procedure changes, and trainings to be held, will be distributed electronically via e-mail. It is the Sub-recipient's responsibility to keep abreast of these changes.

Sub-recipient is responsible for coordinating services between the various service providers and providing updates to staff on any new services available.

Grant Manager

The grantor will provide technical assistance and training as well as any applicable reports and financial information to the Sub-recipient staff. Technical assistance will include monitoring of all program files for consistency with state and federal policies and procedures.

Sub-recipient should submit all monthly reports and requests for payment to the grant manager.

The Sub-recipient Agency shall maintain a record of each participant's participation in the program, including dates of entry and termination in each activity; and shall retain such records for each participant for a period of three years starting on the last day of the funded program year; and the Sub-recipient Agency shall transfer such records at the end of the three-year retention period to the State for further retention. Should the Grantor institute the option of canceling or not continuing to provide funds to the Sub-recipient, all Sub-recipient participants and grant financial records must be turned over to the Grantor within thirty (30) days of written notification.

Reporting Requirements

Monthly reports will be submitted to the grant manager no later than 30 days following the end of the month using the electronic format within the Agency's web-based reporting system, which include universal and program specific data elements and TANF reporting requirements, at:

https://www.ahsnet.ahs.state.vt.us/hmis_hud/ or <http://hmis.vermont.gov>. Satisfactory reports must be submitted in order to receive payment. Information will include:

- the total number served, the percentage of families who were placed in permanent housing as a result of assistance through this grant.
- the number of families placed in permanent housing, the percentage who retained permanent housing for six and twelve months.

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- assistance and strategies employed to secure and retain permanent housing. Summary should include the average cost for securing permanent housing.
- Other community resources by type, source, purpose and amount utilized to provide temporary or transitional housing, or gain permanent housing.
- Number of participants denied and reason why

Program Description

The Pathways to Housing Program, administered through the sub-recipient, is a *participant based* transitional housing program using scattered sites. Like a purpose built facility, it will be intermediate length housing, up to 2 years, and combined with intensive case management services. However, it will not group people in similar situations together in either a house or some other shared living arrangement. Participants will be housed in non-profit and private rental housing in the community with financial housing assistance provided through sub-recipient.

The program service area will correspond to that of the Agency of Human Services District and the service area for the Alliance for Building Community.

The Pathways to Housing Program will utilize area agencies to serve as the entry point for participants and to provide case management services. To varying degrees, agencies will be folding existing programs or clients under the Pathways Program.

The agencies will form a Program Oversight Committee and will meet at least monthly to approve participants for the program, coordinate service delivery and review each participant's progress. The sub-recipient will serve as the administrator of the housing subsidy and ensure that apartments meet minimum health and safety standards before occupancy. The Housing Authority and agency case manager will work together to identify available apartments, negotiate the lease with the landlord and resolve any tenancy issues should they arise.

Program Coordination

The overall administration of the Program will be done through three key mechanisms:

- 1) Program Oversight Committee: A Committee of the key partners involved in the Program. The Agencies represented will be : Vermont Agency of Human Services, Field Services Division and designees as seen fit including Economic Services Division; Morningside Emergency Shelter; Brattleboro Area Drop-In Center; Health Care and Rehabilitation Services (community mental health); and Brattleboro Housing Authority. The Committee will also have representation from the area landlords and a consumer or program participant. The Committee will set overall Program policy, reviewed and approved by AHS Housing and Transportation Director prior to implementation, monitor the program and its finances and handle all other program management and administrative matters. This Committee will review applications to the program and decide on acceptance.
- 2) Monthly Case Manager Participant Review Meetings: A meeting each month of all case managers involved in the Program. The case management review will include discussion of each participant's program needs and progress. Case managers will be encouraged to coordinate service delivery among participants and maximize existing community offerings. For example, the Brattleboro Community Land Trust will be offering programs in "Financial Fitness for Renters and First Time Homeowners". Case Managers would sign their participants up for the Land Trust program and coordinate transportation to it. To the extent needed, case managers will offer group sessions to participants as would be done under a purpose built facility based transitional housing program.

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Also present at these meetings will be the program housing administrator to ensure that any and all housing issues are addressed and monitored.

The local Shelter Plus Care Program has been extremely successful in large part because of the communication and coordination that occurs at its monthly case management meetings. Based on this experience, these monthly case manager meetings will be an integral part of the Pathways Program.

3) Housing Coordination and Administration: The Pathways to Housing Program will provide a housing subsidy to participants set at 30% of their gross annual income. The Program will generally follow the income determination and administration rules used under the HUD Shelter Plus Care Program.

Finding acceptable rental units will be done by the case manager, participant and Housing Authority working with those who have signed up to provide housing. This same team will monitor all issues relating to participant housing and work out any problems that arise. Through years of working closely together, local landlords, community human service agencies and the Housing Authority have developed excellent relationships and trust which will serve them well in providing the housing services under the Pathways Program.

Any apartment rented under the Program must meet the HUD established Housing Quality Standards which are used in both the Shelter Plus Care Program and HUD Section 8 Voucher Programs. These are standards which the landlords are familiar with and have been in use for years within the community and country.

Program Operation

Participant entry to the Program: Participants will come in through the principal participating agencies (Morningside Emergency Shelter, Brattleboro Area Drop-In Center, HCRS, and the Field Division for the Agency of Human Services) or the agency they are working with such as Youth Services or the Offender Re-Entry Program. Using an entrance evaluation process developed by the Program Oversight Committee, agency staff will work with the applicant to complete any paperwork needed for acceptance to the program. The entrance evaluation process will be done in strict conformance with privacy laws and yet endeavor to be as inclusive as possible on behalf of the applicant.

The entrance evaluation process will assess the applicant's background, housing history and identify the problems which prevent the applicant from getting into housing and/or remaining housed. The application will also ask about the applicant's commitment to change in order to be successful in the program. Through the application process, the agency staff will be assessing the applicant's willingness and ability to follow the structure of the program including attending required meetings and following through on assigned tasks. Criminal and credit reports will be obtained as part of the screening process. If the agency staff or Program Oversight Committee feel that a specific type of screening such as with a mental health counselor should be included they will arrange for this with the appropriate agency. In this example it would be HCRS, the participating community mental health agency.

The Sub-recipients staff will consult with other community agency personnel that have worked or are currently working with the applicant.

The Program Oversight Committee will review any required materials, discuss the applicant with the community agency staff and meet with the applicant. Based on this and program wide considerations, the Committee will decide to accept the applicant based on the approved process of acceptance and denial.

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Case Management and services: The community agency that is most appropriate for the participant or already providing case management will be the one that provides this service under Pathways. If a community agency recommends a person or family to the Program, that community agency will provide the case management. In situations where this is not possible, then other community agencies involved in the program who have indicated an ability to take on more participants will be contacted to provide the case management. Every attempt will be made to match participants with the community agency best suited to address their needs. Thus, a participant whose overriding need is better housekeeping, rental payments and neighbor relations would be assigned to a case manager from Morningside Shelter or the Drop-In Center, as this is an area of expertise for them.

To remain in the Program, a participant must attend all required sessions, trainings etc. They must demonstrate progress at meeting the goals they have set with the case manager and they must be tenants in good standing. This will be defined by the Program but generally will mean that the participant is complying with all terms of the lease especially with regard to housekeeping, rent payment and relations with neighbors and the landlord.

The Program Oversight Committee will develop a process and receive approval of that process for notification to participants when it is found that they are not complying with either the services or housing components of the Program. This process will involve communication in writing and through the case manager early on so that the participant can change their behavior and remain in the Program. However, it will clearly establish a set progression that will be followed in the event that the participant does not change. Only participants that clearly have no intention of returning to full participation will be removed from the Program, however this must be done in a manner and timeframe which minimizes the detrimental impact of the participant's actions on their neighbors, landlord and overall Program accountability.

Housing assistance: Once accepted into the Program, the participant, their case manager and the Housing Authority will identify potential rental units suitable for the participant and begin the process of looking at units and discussing tenancy with landlords.

Rents in the program will be set at 100% of the HUD established Fair Market Rent (FMR) for the area. The participant will be expected to pay 30% of their gross income towards the rent with the Program contributing the balance. In some cases, it may be necessary to accept a rent that is greater than 100% of the FMR which will be under the purview of the Oversight Committee.

Generally, the Program will follow the HUD Section 8 provisions for the computation of income and rents. The Program Oversight Committee can make variations to these as it feels necessary for the Program. For example, one deviation from the Section 8 provisions will be that when a participant's income goes up, the amount they pay towards rent will not. However, the additional amount that would have been contributed to rent will be collected and held in an escrow account for the participant. When the participant leaves the program, these funds will be available to them to assist with new or additional housing costs or any other expenses. This is another mechanism that will assist the participant to be able to obtain and retain housing in the community upon completion of the Program.

The apartment and building must pass the HUD Housing Quality Standards used under the Section 8 Tenant based Voucher Program. The inspection of the building and unit will be done by the Housing Authority.

The lease term will be established by the case manager, Housing Authority and landlord. Usually these will be for one year but may be for a shorter duration.

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There will also be an addendum to the lease which allows for program specific lease terms. These terms will include a provision so that in the event that the participant leaves or is removed from the program before satisfactory completion, they must vacate the housing. Program rules will specify how this will be handled and give the participant no more than 60 days to vacate the unit.

Landlords will be eligible for compensation for damages and lost rent under program specific provisions. In discussing the Program with area landlords, they cited these and the need to be able to remove a non-compliant participant as important to minimizing their risk in participating in the Program.

Participant Completion of the Program

A participant can only be in the Pathways Program for two years however this grant is a one year grant. Working with their case manager they will identify their housing options and be able to pursue them. With two years of satisfactory housing and a good reference from their landlord, case manager and the Housing Authority, their ability to be accepted into housing will be significantly improved. While in the Program they will have applied to various assisted housing providers and, probably be high enough on the waiting lists to be screen by many of them. They also may be able to remain with the landlord they have had through the Program depending on their income situation and/or if they have or will be shortly receiving a regular Section 8 Voucher.

Further, given other work under the Program, the participant should have additional resources and skills that will help them in all areas of their life including housing such as job training, money management, life skills etc.

Though the housing subsidy ends after two years, a participant's involvement in the supportive services may continue voluntarily for as long as the participant and agency feel is appropriate. This can be of great assistance in the final transition from the Pathways Program to full independence.

The Sub-recipient Agency shall be responsible for ensuring that staff hired to fulfill responsibilities funded by this agreement have sufficient education and experience relative to case management and social work. The Sub-recipient must inform the Grantor of any plans to fill vacant positions. The Grantor shall participate in the hiring of all staff funded in part by this grant.

Fair Hearing. If a participant case managed by the Sub-recipient Agency requests a Fair Hearing, the Sub-recipient Agency must provide information pertinent to the complaint, and attend and testify on behalf of the State at the Fair Hearing if so requested by the State.

Participant Eligibility

Pathways is principally funded from General Assistance dollars, therefore 60 % of its participants must be families with a child or children which are receiving TANF cash benefit. The remaining 40% are to be youth between the ages of 16 and 21 transitioning from foster care and women transitioning from incarceration.

Families are defined as one or more adults with one or more children 17 years of age or younger. The adult must be the legal parent or guardian of the youth. The family must be receiving TANF cash benefit or about to be. A family which has applied for TANF, been accepted and is waiting for payment to begin qualifies for the Program. They must be receiving the benefit by the time they are actually housed. The Department of Economic Services will certify TANF benefits.

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TANF families, youth leaving foster care and women leaving incarceration must be having difficulty with finding or retaining housing. This can be as a result of a poor landlord reference, debt or having no references at all. Additionally, they must be homeless or about to be. Families living in area hotels are considered homeless under this program. The Agency working with the participant will need to determine what the reasons and extent of homelessness are in each instance.

Agency Eligibility

Any human service agency in the Brattleboro Agency of Human Service District is eligible to participate in the Program. There are no funds for case management provided under the Pathways Program. The Agency must sign the Pathways Memorandum of Understanding before a Case Manager can bring a participant to the Program Oversight Committee for acceptance.

Housing Assistance

Housing assistance under Pathways is in two forms: financial assistance similar to that under the Federal Section 8 Voucher Program and assistance with finding and retaining an apartment in the private and non-profit housing market. The financial assistance will generally limit the participant's contribution to rent to not more than 30% of their adjusted gross annual income. The Fair Market Rent levels for Windham County apply as do TANF income limits.

Program Goals:

- Program participants will be successful in their housing while in the Program as measured by their rent paying on time and absence of lease violations.
- Program participants will be active engaged participants in their transitional housing program as measured by the monthly reports from their case manager.
- Fewer families and individuals will live for three months or longer in motels, at the Emergency Shelter or 'bunking in' with family or friends.
- The Hard to House will have an avenue to improve their future and become stable renters as measured by the number of applicants to the Program and participants in it.
- Program participants will go on, after program completion, to being dependable renters or homeowners.