

**--- DRAFT ---**

**AGREEMENT FOR THE DEVELOPMENT AND  
OPERATION OF THE COMMUNITY OUTREACH PROGRAM**

NOW COME the Howard Center, Inc., a nonprofit corporation with a principal place of business at 208 Flynn Avenue, Burlington, Vermont (hereafter the “Howard Center”) and **seven** municipalities: the Cities of South Burlington and Winooski, Vermont, and the Towns of Colchester, Essex, **Richmond**, Shelburne, and Williston, Vermont (hereafter the “Municipalities”) (collectively the “Parties”) and hereby enter into this Agreement for the development and operation of a Community Outreach Program effective the **1st day of July 2019** (hereafter the “Effective Date”).

WHEREAS the Howard Center through its Street Outreach Team operating in the City of Burlington, Vermont, has established a long and successful history of cooperation, consultation, and intervention for and with the City of Burlington, the Burlington Police Department, businesses and merchants, other service providers, and other concerned and involved community members.

WHEREAS the Municipalities seek a separate, but parallel program to the Street Outreach Team to serve the identified, unmet needs of the residents of their communities.

WHEREAS the Municipalities seek to utilize the Howard Center to provide comparable services through a Community Outreach Program (hereafter the “Program” or “Community Outreach Program”) to and for the Police Departments, businesses and merchants, service providers, and residents of their communities.

WHEREAS the goal of the Community Outreach Program is to create a supportive presence in the Municipalities and to provide a timely response in collaboration with local law enforcement to individuals with social service needs and problematic behaviors that are non-criminal and often based on or related to the individual’s mental health issues or substance abuse, thus allowing the Municipalities’ police resources to be focused on criminal behaviors and enhance the general well-being of local communities.

NOW THEREFORE the Parties hereby agree as follows:

## **1. Term**

The Term of this Agreement shall be for **twelve (12)** months starting on the Effective Date and shall continue through June 30, **2020** (“Term”), unless terminated earlier in conformity with the provisions set forth herein. This Agreement may be extended on an annual basis upon the agreement of the Parties and notice of such intention should be provided no less than sixty (60) days prior to the termination of the agreement in force.

## **2. Program Overview**

The Parties agree to support the development and implementation of the Community Outreach Program. The Program will make Howard Center staff members available to work closely with local law enforcement in providing appropriate interventions in situations in the community involving individuals requiring mental health and/or substance abuse services.

## **3. Responsibilities of the Howard Center**

### **(a) Programmatic Responsibilities**

During the Term of this Agreement, the Howard Center will develop, provide, and oversee a range of specialized services as part of the Community Outreach Program. Such services will include prompt, community-based triage and outreach interventions in response to situations involving individuals exhibiting negative behaviors related to mental health and/or substance abuse issues, medical instability, financial instability, and homelessness. Program personnel will monitor, intervene, and prevent escalation of symptoms and/or negative behaviors within the community, and de-escalate situations whenever possible. Additionally, Program staff will provide effective assessment of individual needs and develop strategies to connect community members with resources that will ultimately reduce both immediate and long term police involvement with these individuals.

### **(b) Staffing Responsibilities**

During the Term of this Agreement the Howard Center will hire, train, and supervise four (4) full-time staff members to serve as Community Outreach Specialists **and one Team Lead**. Attached to this Agreement and incorporated as Appendix A is a Job Description for **both** positions, including a listing of the

Specialists' employment duties. The Howard Center warrants that these Specialists and Team Lead shall have the qualifications, skills, and training necessary so as to appropriately fulfill the activities and duties set out in this Agreement.

**(c) Program Oversight and Operation**

The Howard Center will provide qualified supervisory personnel to oversee the Specialists, Team Lead, and the operations of the Program and to ensure coordination with designated personnel from the Municipalities.

The Parties understand and agree that the Specialists are entitled to all the benefits available to the organization's employees including, but not limited to, paid vacation and sick and personal days as specified in Howard Center policies. In addition, the Howard Center will provide payroll services and employment benefits, workers' compensation insurance, and unemployment insurance as well as clinical oversight and regular or annual reviews of the Specialists consistent with its policies.

**(d) Training and Substitutes**

Howard Center will provide appropriate training to the Community Outreach Specialists including regular staff support and supervision and clinical oversight. Training will include crisis de-escalation, assessing dangerousness, identifying community resources, participation in the Team Two Police and Mental Health trainings, and other relevant training as mutually agreed to by the Parties.

The Howard Center will use its best efforts to provide one or more substitute Specialists for those periods when a vacancy occurs. It similarly will use its best efforts to recruit, hire, and train replacement Specialists when needed. When a vacancy for a Specialist position has not been filled by the Howard Center within a reasonable amount of time, the Parties agree to meet and may adjust the Schedule of Financial Compensation, Exhibit B, accordingly.

**(e) Assignment of Specialists**

The Howard Center, after consulting with the Steering Committee referenced in Section 5(a) below, shall have primary responsibility for the work assignments of Community Outreach Specialists, including their deployment among and within the seven (7) Municipalities, their work schedules, and their general oversight.

**(f) Equipment**

Howard Center will provide the Specialists with Smartphones with Bluetooth, iPads, and Personal Safety Devices (Panic Buttons).

**(g) Financial Management**

Funding secured and designated for the Community Outreach program from member contributing communities, the state and other sources must be used to fund the Community Outreach Program and related costs only.

**4. Responsibilities of the Municipalities**

**(a) Office Space and Communication Links**

Municipalities will provide all necessary and appropriate office space and furniture for use by the Community Outreach Specialists in the respective Police Departments of each Municipality.

Each Municipality will provide Community Outreach Specialists with direct communication links with Police Department dispatchers and access to Police Department software such as Spillman or Valcour. The Parties understand and agree that a fingerprint supported background check will be required for Specialists to receive access to police software and unescorted facility access.

Each Municipality shall provide to the Specialists and Howard Center supervisory staff all necessary training related to the functioning and operations of their respective Police Departments so as to allow the Howard Center to fulfill its obligations under this Agreement.

Each Municipality shall designate a Principal Contact Person to serve as the primary liaison for all communications related to the Community Outreach Program and its operation.

**(b) Allocation of Services**

The Municipalities understand and agree that their need for and utilization of the services of the Community Outreach Program varies due to factors such as the size of their respective communities and relevant socio-economic factors. The concomitant financial obligations of each of the Municipalities for the Community Outreach Program are set out and incorporated into this Agreement in Attachment B,

the Schedule of Financial Compensation. This amount of compensation to be paid to Howard Center by each Municipality for the services set forth herein has been determined by the Parties through good faith and arms-length bargaining to be the fair market value of the services to be rendered hereunder. No amount paid or to be paid hereunder is intended to be, nor shall it be construed as, an offer, inducement, or payment, whether directly or indirectly, overtly or covertly, for the referral of clients by the Municipalities to Howard, or for the recommending or arranging of the purchase, lease, or order of any item or service. In addition, no amount paid or advanced hereunder includes any discount, rebate, kickback, or other reduction in charge.

## **5. Joint Responsibilities of the Parties**

### **(a) Steering Committee**

The Parties will **maintain** a Steering Committee, as an advisory body, to oversee and evaluate the functioning of the Community Outreach Program. This Committee will be comprised of relevant Howard Center staff, representatives of funding organizations, City/Town Managers, and Police Chiefs to assess the operations of the Program. **The Steering Committee shall meet on a regular basis thereafter.**

## **6. Independent Contractors**

The Howard Center and each of the Municipalities are independent contractors. Neither the employees of the Howard Center nor those of the Municipalities are or shall be deemed to be employees of the other Parties to this Agreement.

## **7. Functional Aspects of the Community Outreach Program**

### **(a) Expected Sources of Referrals**

The Parties anticipate that the following entities or individuals will identify those persons potentially to be served by the Community Outreach Program: (1) law enforcement; (2) schools; (3) First Call for Chittenden County and other Howard Center programs; (4) business owners and merchants; (5) community partners; (6) family and friends; and (7) self-referrals.

**(b) Staffing and Scheduling**

Each of the **five** Community Outreach **Team Members** will be the designated liaison for one of the **seven** Municipalities. The Specialists also will provide coordinated, regional responses in certain situations. This approach allows for strengthened relationships and efficiencies in sharing resources. For example, if a Community Outreach Specialist in one community is experiencing a high volume of requests for service, he or she may reach out to the other Specialists for assistance.

**(c) Operational Schedule**

Community Outreach Specialists will have flexible work hours, data dependent. Hours may include customary business hours: Monday through Friday during daytime hours, such as, 8:30-4:30. Hours may also include Monday through Friday 12:00-8:00 or 11:00-7:00. Initially upon hire, staff will work the customary 8:30-4:30 schedule to allow for training and the creation of relationships with other community providers, merchants, and businesses which generally are open during ordinary business hours. This general schedule will also allow for Specialists to maximize referrals and connection with community resources for identified individuals. The Howard Center, after consultation and input from the Steering Committee, may adjust and revise staffing and scheduling routines for the Specialists over time based on the needs of the seven Municipalities. The specialists will not be available on Howard Center agency closure dates.

**(d) Work Locations**

Program Specialists will be based at and operate out of the Police Departments of each of the Municipalities.

**(e) Assessing Outcomes**

The Parties, working through the Steering Committee, will use their best efforts to develop and implement appropriate analytic measures to determine the efficacy of the services provided by the Community Outreach Specialists. Such efforts shall include tracking and rating the outcomes of the Specialists' interventions and the concomitant impact on law enforcement resources.

**8. Relationship with the Burlington Street Outreach Team**

The Community Outreach Program will collaborate and coordinate with the

Community Outreach Program – April 2019  
established Burlington Street Outreach Team. These two Programs will work closely

together on initial and ongoing training with opportunities for shadowing and consultation as needed.

### **9. Relationship with First Call for Chittenden County**

As Howard Center programs, the Community Outreach Program and First Call for Chittenden County will work collaboratively and act as resources and referral sources for each other. This collaboration shall include, but not be limited to, consultation regarding clients, creating intervention/response strategies, and alerting each other to client behaviors in the community. The Community Outreach Program will provide intervention and support as its core functions while First Call for Chittenden County will provide assessment and clinical consultation services.

### **10. Insurance**

Howard Center and each of the Municipalities will obtain and maintain during the Term of this Agreement insurance with coverages and amounts that are commercially reasonable for their needs and the activities called for in this Agreement. All such insurance policies shall be purchased from an insurance agency authorized to do business in the State of Vermont.

### **11. Termination**

The Howard Center may terminate this Agreement in any of the following situations: (a) upon the breach of a material provision contained herein by any Municipality after written notice to the breaching Municipality and the failure of that Municipality to fully cure any such breach within thirty (30) days; (b) immediately upon the receipt of notice from one or more Municipalities of their intent to terminate the Agreement as provided for below; or (c) immediately if State or federal funding to the Howard Center for the Program is reduced by more than ten percent (10%) from the prior fiscal year and the Howard Center and the Municipalities are unable to agree on an adjusted level of services and payments.

Any Municipality may terminate this upon the breach of a material provision contained herein by the Howard Center and after written notice to it and the failure of the Howard Center to fully cure any such breach within thirty (30) days.

### **12. Legal Compliance**

Each of the Parties to this Agreement will perform its obligations hereunder in compliance with all relevant State, federal, and local legal requirements. The Municipalities understand and acknowledge that the Howard Center is legally obligated to preserve the confidentiality of its clients' protected health information consistent with State and federal statutes and regulations including, but not limited to, the Health Insurance Portability and Accountability Act of 1996, 42 U.S.C. § 1320d *et seq.*, and 45 C.F.R. Parts 160 and 164; the Family Educational Rights and Privacy Act of 1974; 20 U.S.C. § 1232g and 34 C.F.R. Part 99; federal provisions related to substance abuse treatment, 42 U.S.C. § 290dd-2 and 42 C.F.R. Part 2; the Vermont Patient-Counselor Privilege, 12 V.S.A. § 1612; 18 V.S.A. § 7103; and Vermont Agency of Human Services Rule 96-23.

### **13. Dispute Resolution**

At the option of either the Howard Center or any Municipality, any dispute as to the performance of a Party's obligations under this Agreement or any related matter shall be referred to non-binding mediation conducted by a neutral third party, the costs of which shall be shared jointly by those Parties subject to the dispute. Each Party shall cooperate in mediation. The Parties subject to the dispute may terminate mediation at any time after the expiration of sixty (60) days from the commencement thereof. Nothing in this provision shall preclude any Party from exercising any and all legal rights available to it in a court of competent jurisdiction, and nothing contained herein shall prevent or preclude resort to mediation or other dispute resolution while litigation is pending. No offer, finding, action, inaction, or recommendation made or taken in or as a result of mediation shall be considered for any purpose as an admission of a Party, nor shall it be offered or entered into evidence in any legal proceeding.

### **14. Non-Assignment**

No Party to this Agreement may assign any rights and responsibilities related to this Agreement to any other entity or individual without the prior written consent of all the other Parties.

### **15. Complete Agreement, Amendment, Construction, Jurisdiction, and Severability**

This Agreement and incorporated exhibits represent the complete Agreement of the Parties on the matters specified within and supersedes all prior agreements on this subject. This Agreement may be amended or revised only by a written document

executed by a duly authorized representative of all Parties. The Agreement shall be construed consistent with the laws of the State of Vermont. The Courts of the State of Vermont shall have exclusive jurisdiction to adjudicate any dispute arising under or in connection with this Agreement. In the event that one or more components of this Agreement is deemed by a court of competent jurisdiction to be unenforceable, then it is the intention of the Parties that such component be stricken, and the rest and remainder of the Agreement be enforced in accordance with the plain meaning of the language of the Agreement as if the stricken component had not ever been a part hereof.

**16. Notices**

All Notices required under this Agreement shall be sent by certified U.S. Mail; return receipt requested, to the persons at the addresses so indicated in Appendix C, Designated Recipients of All Notices.

**(REST OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE TO FOLLOW)**

Community Outreach Program – April 2019

So Agreed to at \_\_\_\_\_, Vermont, this \_\_\_\_\_ day of  
April, 2019.

\_\_\_\_\_  
Duly Authorized Official for the Town of Colchester, VT Title

\_\_\_\_\_  
Duly Authorized Official for the Town of Essex, VT Title

\_\_\_\_\_  
Duly Authorized Official for the Town of Richmond, VT Title

\_\_\_\_\_  
Duly Authorized Official for the Town of Shelburne, VT Title

\_\_\_\_\_  
Duly Authorized Official for the City of South Burlington, VT Title

\_\_\_\_\_  
Duly Authorized Official for the Town of Williston, VT Title

\_\_\_\_\_  
Duly Authorized Official for the City of Winooski, VT Title

\_\_\_\_\_  
Duly Authorized Official for the Howard Center, Inc. Title

## **APPENDIX A**

### **JOB DESCRIPTION FOR HOWARD CENTER PERSONNEL**

#### **Credentials/Qualifications**

Community Outreach Specialists must have a Bachelor's degree and two years of experience in one or more of the following fields: substance abuse, mental health, crisis, victim advocacy or social work, law enforcement or a related field. Specialists will be required to have a valid driver's license, vehicle and insurance to comply with Howard Center policies and procedures.

#### **Job Duties**

The job duties of Community Outreach Specialists include the following:

1. Respond to specific locations to address behaviors reported by the community and assist law enforcement with problematic behaviors occurring in neighborhoods.
2. Identify heavy service users and “service resistant” individuals.
3. Intervene with individuals who are frequent users of emergency services for non-emergencies, and connect them with more appropriate services and serve as a more appropriate resource for seeking assistance.
4. Monitor and prevent acute symptoms of mental illness and/or substance abuse in the community. Provide de-escalation and limit setting around behaviors witnessed in the community.
5. Consultation and coordination with other service providers around treatment plans, obtaining services, negotiating for services that have been restricted. Ongoing consultation with law enforcement to address and prevent problematic behaviors from occurring in public and private spaces.
6. Ride-a-long with law enforcement to strengthen partnerships and cross-system understanding.
7. Deliver supports to help individuals reach and sustain stability in the community. Provide basic mental health, medical, legal, and financial supports, referrals and other information.
8. Provide support and education to law enforcement.
9. Establish face-to-face connections and communication strategies with local merchants.
10. Education of community members around psychiatric disabilities, homelessness, substance abuse, and various other mental health issues.

11. Assist in post-tragedy response including sudden death notification.
12. Outcome data reporting.
13. Work proactively to reach out to families in crisis.

**APPENDIX B**

**SCHEDULE OF FINANCIAL COMPENSATION**

**FY 20**

Essex: \$47,420;

Williston: \$21,420;

Richmond: \$9,200;

Shelburne: \$17,300;

Winooski: \$15,950;

Colchester: \$38,750;

South Burlington: \$42,430.

**APPENDIX C**

**DESIGNATED RECIPIENTS OF ALL NOTICES**

(1) Howard Center: Robert W. Bick, Chief Executive Officer, Howard Center Inc., 208 Flynn Avenue, Burlington, VT 05401;

(2) Town of Colchester, VT: \_\_\_\_\_  
\_\_\_\_\_.

(3) Town of Essex, VT: \_\_\_\_\_  
\_\_\_\_\_.

(4) Town of Richmond, VT: \_\_\_\_\_  
\_\_\_\_\_.

(5) Town of Shelburne, VT: \_\_\_\_\_  
\_\_\_\_\_.

(6) City of South Burlington, VT: \_\_\_\_\_  
\_\_\_\_\_.

(7) Town of Williston, VT: \_\_\_\_\_  
\_\_\_\_\_.

(8) City of Winooski, VT: \_\_\_\_\_  
\_\_\_\_\_.