

SETTLEMENT AGREEMENT

In re United Counseling Service,
AGO-MFRAU No. 2023-08131

I. PARTIES

This Settlement Agreement (Agreement) is entered into by the Medicaid Fraud and Residential Abuse Unit (MFRAU) of the Office of the Vermont Attorney General on behalf of the State of Vermont (Vermont, or the State) and United Counseling Service of Bennington County, Inc. (UCS), collectively referred to herein as the Parties, through their authorized representatives.

II. PREMISES

The Parties agree to the following legal and factual premises to this Agreement:

1. The Vermont State Agency of Human Services (AHS) Department of Disabilities, Aging and Independent Living Developmental Disabilities Services Division (DAIL-DDSD) is the state agency responsible for administering and coordinating services for eligible Vermonters with developmental disabilities. 18 V.S.A. § 8723. The DAIL Commissioner is required to designate Designated Agencies, non-profit agencies in each geographic area of the state, “to provide or arrange for the provision of these services.” 18 V.S.A. § 8907(a).

2. The Legislature has authorized Designated Agencies to “plan, develop, and provide or otherwise arrange for those . . . services that are not assigned by law to the exclusive jurisdiction of another agency and that are needed by and not otherwise available[.]” 18 V.S.A. § 8907(b). The State ensures Medicaid payment of Designated Agencies that contract with DAIL-DDSD for services provided for the benefit of Vermonters with developmental disabilities. 3 V.S.A. § 3088; 33 V.S.A. §§ 401-04.

3. Developmentally disabled service recipients who also pose a public safety risk may be administratively identified as “Public Safety Group” service recipients, or judicially identified as posing a public safety risk pursuant to Vermont’s “Act 248” statutory framework. A DAIL-DDSD service recipient may be identified within the Public Safety Group without Act 248 commitment, or may be identified both within the Public Safety Group and by Act 248 commitment. However, all DAIL-DDSD service recipients who have been judicially committed pursuant to Act 248 are automatically also Public Safety Group service recipients.

4. UCS, known also as United Community Services, Inc., United Children’s Services, Inc., United Community Properties, Inc., and by a previous assumed business name Growth Potential Associates, has been incorporated with the Vermont Secretary of State since on or about April 13, 1959. UCS is a domestic nonprofit business organization registered under Vermont Business Record Number 045088 with its principal office located at 100 Ledge Hill Drive in Bennington, Vermont.

5. UCS is a privately owned and managed Designated Agency paid through Vermont’s Medicaid program to deliver essential public services to vulnerable adults, including DAIL-DDSD service recipients. These recipients receive services through UCS’s Developmental Services Division.

6. At all times relevant to this Agreement, UCS was an enrolled Vermont Medicaid service provider and a contractor whose performance was overseen by DAIL-DDSD. Pursuant to its Vermont Medicaid Provider Enrollment Agreements, UCS agreed to comply with applicable state and federal rules and regulations, including the Vermont False Claims Act, 32 V.S.A. § 631, *et. seq.*, governing the submission of claims to the Medicaid program (Government Healthcare Program Requirements).

III. COVERED CONDUCT

7. Beginning in 2023 and continuing to the present, MFRAU investigated allegations of substandard Medicaid services provided to Act 248 and Public Safety Group service recipients by UCS's Developmental Services Division, resulting in risks to those recipients and to the public. The State contends that it consequently obtained evidence supporting civil claims against UCS for the conduct described in subparagraphs A through G below (the Covered Conduct). Specifically, the State alleges:¹

- A. Client A is an adult male UCS Developmental Services Division client diagnosed with various developmental disabilities, and with a behavioral history of sexualized violence against minors, all of which require a certain level of care and supervision to maintain the safety of Client A and of the community at large. UCS's related service failures involving Client A between September 2021 and June 2023 caused serious and preventable risks to Client A and to public safety.
- B. Client B is an adult male UCS Developmental Services Division client diagnosed with various developmental disabilities, and with a behavioral history of sexualized violence against girls and women, all of which require a high level of care and supervision to maintain the safety of Client B and of the community at large. UCS's related service failures involving Client B between June 2023 and December 2023 caused serious and preventable risks to Client B and to public safety.

¹ The Parties incorporate by reference, without publication, a separate Client Names List communicated confidentially between counsel identifying by names and dates of birth of the individuals noted herein as Clients A through J.

- C. Client C is an adult male UCS Developmental Services Division client diagnosed with various developmental disabilities, and with a behavioral history of sexualized violence against girls and women, all of which require a high level of care and supervision to maintain the safety of Client C and of the community at large. UCS's related service failures involving Client C between April 2020 and June 2023 caused serious and preventable risks to Client C and to public safety.
- D. Clients D, E, F, G, H, I and J are adult UCS Developmental Services Division clients posing risks to public safety and who receive UCS Developmental Services Division services. UCS's service failures involving each of these clients between June 2022 and June 2023 caused significant and preventable risks to these clients and to public safety.
- E. UCS claimed and received Medicaid payment for these substandard services to Clients A through J. These claims were "false" in that they falsely implied certification of compliance with statutory, regulatory and contractual service standards that were material conditions of payment.
- F. UCS's service failures involving Clients A through J were "material" in that they had a natural tendency to influence, or to be capable of influencing, the State's decision to pay UCS's claims for Medicaid payment for services to Clients A through J.
- G. UCS knew its claims for Medicaid payment for these substandard services to Clients A through J were materially false, UCS acted in deliberate

ignorance of the fact that its claims were materially false, and UCS acted in reckless disregard of the fact that its claims were materially false.

8. The State contends that the Covered Conduct constitutes civil violations of the Vermont False Claims Act, 32 V.S.A. § 630, *et seq.*, and Caregiver Abuse, Neglect or Exploitation of Vulnerable Adults, 13 V.S.A. § 1384.

9. UCS does not dispute the State's allegations regarding the Covered Conduct. However, if litigated UCS would deny any and all liability for the Covered Conduct.

10. To avoid the delay, expense, inconvenience, and uncertainty of litigation, and in consideration of the mutual promises and obligations of this Agreement, the Parties have reached a full and final settlement related to the Covered Conduct, pursuant to the Terms and Conditions set forth below.

IV. TERMS AND CONDITIONS

In consideration of the mutual promises, covenants, and obligations set forth below, and for good and valuable consideration as stated herein, the Parties agree as follows:

11. UCS shall engage at their own expense a Developmental Services Oversight Monitor (DS Monitor) for a maximum term of three years. The term, duties and responsibilities of the Monitor are described in Attachment A which is incorporated here by reference. The DS Monitor shall conduct a series of Oversight Reviews as described in Attachment A.

12. UCS shall designate a Developmental Services Division Director of Quality (DS Director of Quality, or a substantially similar title) and shall employ an individual to serve in this capacity. UCS agrees to engage the DS Director of Quality for a maximum three-year term. The duties and responsibilities of the DS Director of Quality are described in Attachment B which is incorporated here by reference.

13. In addition, the DS Director of Quality shall provide written Performance Evaluations to the State for a maximum three-year term, through MFRAU and the DS Monitor, as described in Attachment C, following the Effective Date. Attachment C is incorporated here by reference.

14. The State, in its sole discretion, may shorten the terms stated in Paragraphs 11, 12, and 13 based on the UCS Developmental Services Division's performance pursuant to this Agreement.

15. UCS shall pay to the State \$483,464.00 (Settlement Amount). The Settlement Amount includes damages and penalties pursuant to the Vermont False Claims Act. UCS shall pay the Settlement Amount by electronic funds transfer pursuant to written instructions provided by the Vermont Attorney General's Office. The payments will be made in the following installments:

- a. Within 30 days of the Effective Date of this Settlement Agreement, UCS shall pay the State \$150,000.00.
- b. Within six months of the Effective Date of this Settlement Agreement, UCS shall pay the State \$150,000.00.
- c. Within one year of the Effective Date of this Settlement Agreement, UCS shall pay the State the remaining balance of the Settlement Agreement.

16. Subject to the exceptions in Paragraph 18 (concerning reserved claims) below, in consideration of UCS's obligations set forth in this Agreement, and conditioned upon UCS's payment in full of the Settlement Amount, and compliance with any other material obligations, including the engagement of, and good-faith cooperation with, the DS Oversight Monitor, the DS Director of Quality, the State (on behalf of itself, its officers, agents, agencies, and

departments) releases the UCS from any civil or administrative claim the State has or may have for the Covered Conduct.

17. In consideration of the obligations of the State set forth in this Agreement, UCS, their current and former parents, divisions, subsidiaries, successors, transferees, heirs, assigns, direct or indirect affiliates, current and former owners, shareholders, principals, members, directors, officers, employees, representatives, servants, agents and consultants, release the State, its agencies, political subdivisions, employees, servants, and agents, from any claims that UCS has asserted, could have asserted, or may assert in the future against the State, related to the Covered Conduct and the State's investigation thereof.

18. Notwithstanding any terms of this Agreement, specifically reserved and excluded from the scope and terms of this Agreement as to any entity or person are any and all of the following:

- a. Any liability arising under Vermont state tax codes, Vermont tax laws or Vermont tax regulations;
- b. Any criminal, civil or administrative liability to the State for conduct other than the Covered Conduct;
- c. Any claims and/or actions related to: any professional license; business license; the unlicensed practice of a profession; or the unlicensed operation of a business;
- d. Any liability based upon obligations created by this Agreement;
- e. Any liability for express or implied warranty claims or other claims for defective or deficient products or services, including quality of goods and services; and

- f. Any liability for personal injury or property damage or for other consequential damages arising from the Covered Conduct.

19. In accordance with 26 U.S.C. § 6050X and its associated regulations, the State of Vermont shall file an information return with the Internal Revenue Service utilizing Form 1098-F or any successor form. The State of Vermont shall furnish a copy of Form 1098-F to UCS at the time that the Form 1098-F is submitted to the IRS. The State of Vermont takes no position on whether the Internal Revenue Service will allow any deduction by UCS of any amounts paid under this Agreement.

20. UCS shall be deemed in default of this Agreement if the State, in its sole discretion, determines that a Default Event, described in subparagraphs a. and b. below, has occurred, after following the procedure described in Paragraph 21 below:

- a. UCS fails to make any installment payment of the Settlement Amount as provided for in Paragraph 15 of this Agreement; or
- b. UCS fails to satisfy any other material obligations undertaken in this Agreement.

21. In the event the State determines that a Default Event has occurred, the State shall provide written notice (Notice of Default) and allow UCS an opportunity to cure the Default Event within twenty (20) business days of receipt of the written notice. Notice of Default will be sent by certified first class mail to: Shireen T. Hart, Counsel for UCS, or to UCS's registered business agent as published through the Vermont Secretary of State's Business Services Division.

22. If UCS does not cure the Default Event to the State's reasonable satisfaction within twenty (20) business days of receipt of the Notice of Default, the Vermont Attorney General's Office may declare UCS in default of this Agreement (Declaration of Default).

23. Upon a Declaration of Default, the State may exercise, at its sole option, one or more of the following rights, as applicable:

- a. retain any payments previously made,
- b. rescind this Agreement and proceed against UCS for any claims, including those to be released by this Agreement, in which case UCS may contest whether a Default Event has occurred in court;
- c. Exercise any other right granted by law, or under the terms of this Agreement, or recognizable at common law or in equity.

24. The Parties represent that this Agreement is freely and voluntarily entered into with the advice of counsel without any degree of duress or compulsion whatsoever.

25. Each party to this Agreement shall bear his, her or its own legal and other costs incurred in connection with this matter, including the preparation and performance of this Agreement.

26. The laws of the State of Vermont govern this Agreement. The Parties agree that the exclusive jurisdiction and venue for any dispute arising between and among the Parties under this Agreement shall be the Vermont Superior Court, Chittenden County, unless otherwise agreed in writing by the State and UCS.

27. This Agreement is intended to be for the benefit of the Parties only, and by this instrument the Parties do not release any liability against any other person or entity.

28. Nothing in this Agreement constitutes an agreement by the State concerning the characterization of the Settlement Amount for the purposes of the state or federal tax laws. UCS will rely on its own counsel or experts regarding the effect of this Agreement under any state or federal tax laws.

29. UCS represents and warrants that the representative(s) designated below are authorized to execute this Agreement on their behalf, and that UCS has not assigned any claims, rights, or liabilities subject to this Agreement to any other person. The undersigned State signatories represent that they are signing this Agreement in their official capacities and that they are authorized to execute this Agreement on behalf of the State through their respective agencies and departments.

30. This Agreement shall be binding on all subsidiaries, successors, transferees, heirs, and assigns of the Parties.

31. All Parties consent to the disclosure by the State of this Agreement and information about this Agreement to the public.

32. This Agreement constitutes the complete agreement among the State and UCS with respect to this matter and shall not be amended except by written consent of the Parties.

33. This Agreement may be executed in counterparts, each of which shall constitute an original, and all of which shall constitute one and the same Agreement.

34. This Agreement is effective on the date of the signature of the last signatory to the Agreement (Effective Date). Facsimiles and electronic transmissions of signatures shall constitute acceptable, binding signatures for purposes of this Agreement.

SIGNED

THE STATE OF VERMONT

CHARITY R. CLARK
VERMONT ATTORNEY GENERAL

DATED: March 10, 2026

BY: *Elizabeth L. Anderson*
Elizabeth L. Anderson, AAG, Director
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UNITED COUNSELING SERVICE OF BENNINGTON COUNTY, INC.

DATED: 3/10/2026

BY: *Lorna Mattern*
Lorna Mattern, Chief Executive Officer

COUNSEL FOR UCS

DATED: 3/10/2026

BY: 
Shireen T. Hart, Esq.
Primmer Piper Eggleston & Cramer PC
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SETTLEMENT AGREEMENT

Attachment A: Developmental Services Division Oversight Monitor

1. United Counseling Service agrees to engage Northwestern Counseling and Support Services to serve as Developmental Services (DS) Oversight Monitor (DS Monitor), for a maximum term of three years, beginning one month after the Effective Date of this Agreement (Review Period).
2. The purpose of the DS Monitor is to provide the State of Vermont with objective assessments of UCS's Developmental Services Division performance related to compliance with Vermont Medicaid Rules and Regulations, and the delivery of care to UCS clients during the Review Period.
3. To fulfill this purpose, the DS Monitor shall conduct a series of Oversight Reviews, assessing the UCS Developmental Services Division's compliance with relevant statutes, regulations, and contract requirements and the Division's delivery of care to clients according to various measures, and by issuing a written summary of compliance to the State and UCS.
4. The DS Monitor shall conduct an initial Oversight Review of the UCS Developmental Services Division and issue a written report within six months of the Effective Date, and annually thereafter, unless the State waives the report in writing. The DS Monitor shall provide a final report six months prior to the end of the Review Period.
5. UCS agrees to engage the DS Monitor for a maximum three-year term. The State, in its sole discretion, may shorten this term based on the UCS Developmental Services Division's performance as reflected in the Oversight Reports.
6. UCS agrees to engage the DS Monitor by contract (Engagement Agreement) within 30 days of the Effective Date of the Settlement Agreement. UCS shall provide the Engagement Agreement to MFRAU for review and approval prior to implementation. UCS shall be solely

responsible for the payment of the DS Monitor's fees and expenses pursuant to the Engagement Agreement.

7. The Engagement Agreement shall provide for the DS Monitor's production of the Oversight Reviews and reports described in Paragraphs 3 and 4 above, each of which shall include, but not be limited to, the following components with respect to UCS:

- a. Any requests by the DS Monitor for the production of information and documents;
- b. Review of client files and the delivery of services to Clients for which requests for information and documents have been made;
- c. Review of clinical care policies and procedures;
- d. Review of human resource, hiring, and training program; and
- e. Review of the work completed by the DS Director of Quality as outlined in Attachment B.

8. UCS agrees that the DS Monitor shall request the production of documents and information in connection with each Oversight Review. UCS shall provide the documents or information as the DS Monitor requests, and as permitted by law, in a prompt and timely manner at the expense of UCS.

9. UCS agrees that the DS Monitor may conduct on-site visits in the course of its duties as DS Monitor. The date and time of on-site visits shall be unannounced within an otherwise noticed two-week timeframe, and may include meetings with UCS's management, employees, and third-party vendors, as well as with consenting Shared Living Providers, UCS clients, their families, or others who may have relevant information.

10. UCS agrees to provide the DS Monitor with access to management personnel, employees (permanent, part-time, and temporary), and to facilitate access to third-party contractors including

Shared Living Providers, and where appropriate, UCS's Developmental Services Division's clients and family members, in response to the DS Monitor's requests for interviews and other communication. UCS also agrees to provide the DS Monitor with access to all documents and information to complete all components of an on-site visit. With the cooperation of UCS, the DS Monitor shall conduct all on-site visits in a manner designed to cause the least disruption to the operations of the agency.

11. UCS agrees that the DS Monitor shall conduct a review of policies and procedures in connection with each Oversight Review that shall include, but not be limited to:

- a. Agency staffing levels and vacancies being recruited for;
 - b. Standards and compliance with submitting encounter data;
 - c. Appropriateness of client placements and completion of documentation related to client placement;
 - d. Incident reporting documents, risk assessment tools, fraud and abuse policies used by UCS's Developmental Services Division and review the level of compliance by employees responsible for using these documents;
 - e. Coordination between Case Managers and UCS's Developmental Services Division in the development, content, and updating of annual person-centered plans (e.g., Supports Intensity Scale-A or SIS-A), including the establishment of outcomes and progress benchmarks;
 - f. Clinical oversight of care providers handling medication management and completion of medical administration records;
 - g. Documentation and response to critical incident reports, appeals, and grievances;
- and

- h. Compliance with the Vermont State System of Care Plan for Developmental Disabilities, the Regulations Implementing the Developmental Disabilities Act of 1996, and incorporation of the Principles of Developmental Disabilities Services found in the Developmental Disabilities Act of 1996, into UCS guiding documents.
- 12. UCS agrees to provide the DS Monitor with all documents and information in any form to complete the review of policies and procedures described above in Paragraph 11.
- 13. UCS agrees that the DS Monitor shall review the human resource policies and training programs with each Oversight Review including, but not limited to:
 - a. Policies and procedures regarding, and documentation of, screening and credentialing of employees, including background checks and references;
 - b. Development, content, and manner of presentation of initial training for newly-hired employees;
 - c. Development, content, frequency, and documentation of ongoing training for existing employees;
 - d. Policies, procedures, and practices regarding the use and screening of temporary or contracted direct support employees provided by a third party; and
 - e. Policies, procedures, and practices regarding the training of temporary or contracted direct support employees provided by third parties.
- 14. UCS agrees to provide the DS Monitor with all documents and information in any form, as well as access to employees with responsibilities for the development and delivery of training programs, to complete the review of human resource policies and training programs as described above in Paragraph 13.

15. UCS agrees that the DS Monitor shall review the delivery of care services in connection with each Oversight Review, including a review of a sample of client records, performed pursuant to HIPAA-compliant Business Associate Agreements. The DS Monitor shall select the client records for review from a complete list of current UCS Developmental Services Division clients. The records review will focus on the quality and sufficiency of the documentation, and the delivery of care services including, but not limited to:

- a. Patient clinical history;
- b. Appropriateness of Peggy's Law notifications;
- c. Appropriateness of Shared Living Provider placements;
- d. Participation by all members of each client's care team; and
- e. Delivery of services.

16. UCS agrees to provide the DS Monitor, client lists and access to client files as permitted under the law, to complete the review of the delivery of client-care services as described above in Paragraph 15.

17. The DS Monitor shall produce a written report of its findings and recommendations to the State and UCS by the dates listed in Paragraphs 3 and 4 above. UCS shall have the opportunity to submit written comments in response to any Oversight Review to the Vermont Attorney General's Office and the DS Monitor following the submission of a written report.

18. In addition to the Oversight Reports, the DS Monitor shall conduct a Special Evaluation, when requested by the State, of any UCS Developmental Services Division client for whom UCS received an unsatisfactory administrative finding. A Special Evaluation shall focus on whether UCS has implemented appropriate corrective action to the reasonable satisfaction of the Vermont

Attorney General's Office and may include site visits, interviews, and requests to produce documents and information.

19. UCS agrees that the DS Monitor is performing its services for the benefit of the State of Vermont, among others. The DS Monitor shall, as necessary to complete its duties, disclose to the Office of the Vermont Attorney General any and all information obtained, including any salient communications with UCS or any affiliated entity, in connection with the performance of its duties as DS Monitor. UCS further agrees that the DS Monitor's work shall not be subject to any assertion of confidentiality or privilege unless required by law.

20. The Vermont Attorney General's Office may contact the DS Monitor at any time during the Review Period to discuss UCS's compliance with the Settlement Agreement or other matters related to it. UCS may also contact the DS Monitor to discuss any matter related to the conduct of the Oversight Reviews and the Engagement Agreement.

21. UCS agrees that the DS Monitor is required to collaborate with the DS Director of Quality, described in Attachment B, in the performance of its duties as DS Monitor. The DS Monitor may contact and have communications with the DS Director of Quality at any time during the Review Period. These communications may be confidential if necessary to promote the fulfillment of the Settlement Agreement. UCS agrees to permit these communications without limitation or notice.

22. UCS agrees to use its best efforts to resolve in good faith any disputes that arise related to the performance of the DS Monitor's duties as a Monitor. In the event UCS and the DS Monitor are not able to resolve a dispute, they will bring the dispute to the Office of the Vermont Attorney General for resolution.

SETTLEMENT AGREEMENT

Attachment B: Developmental Services Division Director of Quality

1. UCS agrees to create or maintain a position in the Developmental Services Division, designated a Developmental Services (DS) Director of Quality or substantially similar title and meeting the specifications stated herein, and to employ an individual to serve in such capacity.
2. The DS Director of Quality is intended to ensure consistent practices in client placements, service coordination and monitoring of recipient services, as well as overseeing employee training and support, in all programs for which the UCS Developmental Services Division provides care.
3. The DS Director of Quality shall work with the Developmental Services Oversight Monitor (DS Monitor) and shall report to the UCS Chief Executive Officer.
4. The DS Director of Quality shall have reporting duties to the State through the Medicaid Fraud and Residential Abuse Unit (MFRAU) and the Monitor.
5. The DS Director of Quality, shall lead a review of all the UCS Developmental Services Division's clients' respective assessments and budgets to ensure the continuity of care and services across all client documents and services provided. Any changes identified by UCS should be brought to the attention of the Case Manager. In the event UCS and the case manager are not able to resolve a dispute, they will bring the dispute to the Office of the Vermont Attorney General for resolution.
6. The DS Director of Quality, within 30 days from their date of hire, will review all Public Safety and Act 248 client files for a Peggy's Law Disclosure. These disclosures should be reviewed for accuracy and appropriateness as they relate to the client.
7. Within 90 days of the hiring of the DS Director of Quality, the DS Director of Quality will provide a status report of completed reviews of Supports Intensity Scale-As (SIS-As), service plans, budgets and the number of client records still to be reviewed to the State. The reviews will

include case notes and encounter data and will serve to ensure compliance with Medicaid Rules and Regulations. Thereafter, the UCS Developmental Services Division will report its progress to the State every 30 days until all client records have been reviewed and revised. Any changes recommended should be referred to the case manager if necessary.

8. The DS Director of Quality shall also be responsible for, among other things:
 - a. Ensuring the development of a Client Placement Policy and Checklist, verifying its consistent implementation, and ensuring compliance over the period of the Agreement;
 - b. Ensuring the employee training plan is consistently implemented, effective, and updated as needed, and that progress notes are provided semi-annually to the Executive Director and Board of Directors;
9. DS Director of Quality shall provide written Performance Evaluations to the Monitor and MFRAU within six months from the date of hire and then yearly thereafter.
10. UCS agrees to work in good-faith cooperation with the State through MFRAU, and the DS Director of Quality to identify additional areas of authority and responsibility that may be required and to determine how the DS Director of Quality will exercise authority and perform their job functions.
11. UCS shall be responsible for hiring the DS Director of Quality within 90 days after the Effective Date of the Settlement Agreement. UCS's Chief Executive Officer and DS Director of Quality shall meet with the State, through MFRAU's Civil Investigator or other designee, within 60 days of the hiring of the DS Director of Quality.

SETTLEMENT AGREEMENT

Attachment C: Developmental Services Division Performance Evaluation

1. MFRAU, through its Civil Investigator or other designee will review the UCS Developmental Services Division's performance as reflected in Performance Evaluations submitted within six months of the execution of this agreement, and then yearly thereafter. With the final report due six months prior to the end of this agreement. Performance Evaluations should, at a minimum, include the following information:

- a. Work of the DS Director of Quality services;
- b. Assessment of Peggy's Law disclosures, to include appropriateness as it relates to the client, to whom it was given to, and when it was given to respite providers.
- c. Assessment of UCS's review of Supports Intensity Scale-As (SIS-As), service plans and budgets for UCS's Developmental Services Division clients;
- d. Assessment and implementation of a Client Placement Policy and Checklist. The assessment shall include, but not be limited to, the following data: the number of client current clients, client placements and the number of Placement checklists completed;
- e. Assessment, implementation, and monitoring of DAIL's Home Visit Policy and Checklist. The assessment shall include, but not be limited to, the following data: number of scheduled home visits, number of completed home visits; number of home visit checklists completed; number of home visits missed, and the reason(s) they were missed, and dates of rescheduled home visits.
- f. Assessment of Staff Training Program Implementation and staff participation related to Public Safety, Act 248, Risk Assessment, VOTIPS, SOTIPS; and

- g. Assessment of UCS’s employee support program, at least as it affects UCS Developmental Services Division staff.
2. UCS agrees that MFRAU may review the following items at minimum as part of the Performance Evaluation:
- a. Specific Client’s respective assessments, Community support plans, service plans and budgets;
 - b. Compliance with 18 V.S.A. § 7103(e) “Peggy’s Law” Shared Living Provider notice and informed consent;
 - c. Specific Client’s Client Placement Checklist;
 - d. Case notes related to Home Visits, and other interactions between UCS and Shared Living Providers;
 - e. Home Visit Checklists; and
 - f. Training materials and tracking of staff participation.