

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into by and between Phoenix Houses of New England, Inc. ("Phoenix House"), the Town of Barre ("Town"), and the Vermont Department of Corrections (DOC) effective December 1, 2011.

WHEREAS, the Town and Phoenix House wish to collaborate to assure that the Phoenix House RISE program at #580 South Barre Road (the "House") is a well-managed and supervised program and an asset to the community.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

- A. Phoenix House will operate, manage, and supervise the group home at #580 South Barre Road consistent with the following terms:

Program Eligibility

1. Participants in the House must be from Washington County, VT or the towns of Orange, Washington, or Williamstown in Orange County, VT. Preference will be given to applicants residing in the Town of Barre or previous residents of the Town of Barre. The Town will be notified of any exceptions.
2. Sex offenders will not be eligible for the program or residency at the House.
3. Individuals with a history of violence, drug dealing or distribution, or a history of thefts will not be accepted unless an individualized case assessment determines that there is little or minimal risk of repeat offense.
4. Individuals selected for the program must be drug and alcohol free prior to admission.
5. The Applicant Screening Form and Orientation Checklist will be consistent with the RISE Program of Brattleboro, as attached, or any mutually agreed upon modifications as a result of the ongoing discussion with the Barre Town Phoenix House Community Work Group, or its successor.

Program Operations

1. Residents will have Individualized Recovery Plans.
2. Residents will be expected to work or actively seek employment, unless unable because of a disability.

3. The program will have a full-time program manager and a full-time case manager for the House.
4. Overnight and weekend supervision of the program will be provided by a senior resident unless in the estimation of Phoenix staff more than one senior resident is required.
5. Random urine and/or breath tests will be conducted. A positive test or refusal to take a test will result in discharge from the program.
6. Other Rules and Regulations for the Program will be substantially equivalent to those outlined in the RISE Program of Burlington's Program Description and Resident Orientation Manual, a copy of which is attached.
7. Participation in the Phoenix House RISE Program at the House will be capped at twenty at all times.

Property Management

1. Staff, residents, and visitors will not park on the public sidewalk. Snow will not be pushed, plowed, blown, or shoveled onto the public sidewalk.
2. Phoenix House will not install more than one sign, no greater than 12 square feet, identifying the property. The sign will not reference drug, alcohol treatment, or the Department of Corrections.
3. Phoenix House will not allow participants to congregate on the front porch or steps of the House.
4. The rear yard of the property will be fenced creating a visual barrier between the yard, street, and adjoining properties.

Discharge Notification

1. The Exit/Discharge policy (within the Program Description and Resident Orientation Manual) will be consistent with the RISE Program of Burlington, as attached.
2. Notification and discharge for residents who are under the supervision of the DOC will be in accordance with procedures and protocols established between Phoenix and DOC and shared with the Barre Town Police Department by the DOC.
3. Each accepted program participant will have a discharge plan that addresses, among other issues, possible discharge prior to successful completion of the program.

B. Community Relations:

1. The Barre Town Selectboard will appoint four members representing: 1) the Selectboard; 2) the Barre Town Police Department; 3) the Barre Town staff; and 4) the South Barre community. Phoenix House will appoint: its Regional RISE Director and case managers; the senior resident; and one additional resident. The local probation and parole officer will be asked to join the Work Group as a member.
2. The Community Relations Work Group will meet according to a schedule they establish and at least monthly for the first 3 months of operation, the Board will select a chair who will be responsible for coordinating meetings and keeping the record.
3. Before a new participant is placed at the House, the DOC will give the Barre Town Police Chief the following information about the new participant: name, date of birth, criminal history, town of residence at time of arrest or conviction, and admission screening report. At the end of each calendar quarter, the DOC will give the Barre Town - Phoenix House Community Work Group a report. The report will provide the following information about all residents as of the report date: name, date of birth, criminal history, town of residence at time of arrest or conviction, employment status. The report will also state the participant's community volunteer efforts.
4. If the Barre Town Police Department is called to respond to the Phoenix House more than two (three or more) times in a 60-day period, the BTPD and the Work Group will investigate and prepare a report of the calls for service. The Work Group and Phoenix House will take action as warranted.

C. Methods of communication shall be worked out by the Community Relations Work Group and recorded in notes from their meeting. If the agreed upon method is not used, then any notice or other communication from either party to the other pursuant to the Memorandum of Understanding shall be deemed sufficiently given or communicated if sent by certified mail, with proper postage and registration fees prepaid, addressed to the party for who intended, at the following address:

For Town: Town Manager's Office
PO Box 116, Websterville, VT 05678
Phone: (802) 479-9331

For Phoenix House: Richard Turner, Senior Program Director
99 Ricks Road, Plymouth, VT 05056
Phone: (802) 672-2500

For DOC

Joanne Pereira, District Manager
255 North Main Street, Suite 6, Barre, VT 05641
Phone: (802) 479-4242

- D. Each party represents and acknowledges to the other that this Memorandum of Understanding, when executed by a duly authorized agent of such party is and shall be a legal, valid, and binding obligation of such party, enforceable in accordance with its terms; and each party confirms to the other that all such actions required under any legal requirements governing such party have been taken or completed in a manner to properly authorize the execution of this agreement. The parties agree a breach of this Memorandum of Understanding by Phoenix House would not be cured by monetary penalty, and the Town is entitled to seek injunctive relief to enforce the Memorandum of Understanding.
- E. This Memorandum of Understanding may be amended at any time by written consent from both the Phoenix House, the DOC, and the Town.

Phoenix Houses of New England, Inc.:

_____ Date _____
_____ Date _____

VT Department of Corrections:

_____ Date: _____

Town of Barre:

_____ Date _____