

AREA AGENCY ON AGING

AREA PLAN INSTRUCTIONS

FFY 2022 – FFY 2025

June 17, 2020

State Unit on Aging
Adult Services Division
Department of Disabilities, Aging and Independent Living
Vermont Agency of Human Services

Questions about these instructions should be directed to:

Tiffany Smith
Aging and Disability Program Administrator
State Unit on Aging
Tiffany.smith@vermont.gov

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Area Agency on Aging Area Plan Instructions

FFY 2022 – 2025

General Instructions

The Area Agency on Aging (AAA) Federal Fiscal Year (FFY) 2022 budgets are due **August 1, 2021** and shall be submitted to:

Jordan Goodwin
Department of Disabilities, Aging and Independent Living
Business Office
280 State Drive, HC South
Waterbury, Vermont 05671-2020
Jordan.Goodwin@vermont.gov

Additional information regarding the Budget can be found in Appendix C. Area Plan Approval Process and Interim Funding Policy can be found in Appendix D.

First drafts of Area Plans for FFY 2022 – 2025 shall be submitted in electronic format on **March 1, 2021** to the attention of Tiffany Smith at tiffany.smith@vermont.gov. The SUA will have 30 days to respond with feedback.

Final drafts are due **August 1, 2021** and must be submitted in electronic format with one hard copy submitted to:

Tiffany Smith
Department of Disabilities, Aging and Independent Living
Adult Services Division
280 State Drive, HC South
Waterbury, Vermont 05671-2020
Tiffany.smith@vermont.gov

Final plans will be approved by DAIL according to the timeline in Appendix E and will be posted on the DAIL website.

FFY 2022 – 2025 Area Plans must be paginated, typed using at least 12-point font and one-inch margins and include a cover page identifying the legal name of the AAA and the date submitted.

Please submit Area Plans in the following order:

1. Cover page
2. Table of Contents
3. Section A:
 - Signed Verification of Intent
 - AAA Mission Statement
 - Executive Summary
4. Section B. Needs Assessment

5. Section C. Focal Points
6. Section D. Goals, Objectives, Strategies, Performance Measures
7. Section E. Agency Plan for Data Management and/or Development
8. Section F. Continuous Quality Improvement Plan
9. Section G. Request for Direct Service Waivers
10. Section H: Public Hearing
11. Appendices:
 - A. All Updated Assurances with Standard State Grant Attachments
 - B. Organizational Structure:
 - Chart of organizational structure
 - Advisory Council List (including representation of each member and term if applicable)
 - Board Composition (including representation of each member, position and term if applicable)
 - C. Emergency Preparedness or Continuity of Operations Plan
 - *Including a plan to address a public health emergency*

Please submit electronically (one combined pdf) the following policies and procedures:

- Authorization to sign (grants etc.)
- Corporation bylaws
- Certification of agency incorporation
- Articles of association or incorporation
- IRS tax exempt letter
- Affirmative Action Plan
- Americans with Disabilities Act most recent completed self-evaluation and plan
- Grievance procedures with explanation of how the AAA ensures that people are informed of the existence of the procedures.
- Agency policy/procedure on voluntary contributions
- Agency policy/procedure on conflict of interest
- Agency policy/procedure operationalizing how AAA works with the most vulnerable socially/economically per OAA
- Agency policy/procedure re: triage of complex situations with community organizations and partners
- Any policy/procedure that operationalizes the service tenants of the OAA including, but not limited to:
 - Case management services
 - Options counseling
 - Work with individuals experiencing self-neglect
 - Work related to mental health/well-being, Elder Care Clinician Program
 - I&A and/or ADRC
 - Nutrition services
 - Health promotion/Disease prevention
 - Community Planning & Development
 - Family Caregiver Services
 - Legal services
 - Elder Abuse & prevention

Please note **IT IS NOT NECESSARY TO SEND:**

- Job descriptions, salary ranges
- Agency policies for personnel beyond the ones noted above, travel, administrative

Section A. Verification of Intent, Mission, Executive Summary

Following the Cover Page and Table of Contents, Section A. must include:

1. **Verification of Intent** with signatures. Assurances, referred to in the Verification of Intent, can be included in the Appendices of the Area Plan as Appendix A.
2. **Mission Statement**
3. **Executive Summary:**
 - The Executive Summary is meant to communicate the entire plan in brief form. Considering that it may be the only part of the Area Plan document that some people read, the Executive Summary must capture the essential messages contained in the Plan and be able to stand on its own.
 - The Executive Summary should clearly and concisely:
 - Highlight accomplishments, progress and challenges of the FFY19-21 Area Plan.
 - Describe the current system and major issues/trends.
 - Broadly reference goals and what the agency hopes to achieve over the course of the next three years.
 - The Executive Summary should be written in plain, jargon-free language and should be no more than 3-5 pages.

Section B. Needs Assessment

The key function of the AAA is to plan and develop a comprehensive and coordinated system of services and supports for older Vermonters and family caregivers in the designated service area, with limited resources targeted to those in greatest economic and social need. The Older Americans Act (OAA) requires each state and AAA to periodically conduct a needs assessment as part of the development of the Area Plan, in order to accomplish this primary goal. The fundamental purpose of a needs assessment is to identify unmet needs of older Vermonters, deficiencies and gaps in the service delivery system, and to outline solutions to meet those needs and bridge the gaps. None of this can be achieved unless a comprehensive process is undertaken to measure these needs. This information forms the basis from which agencies can then set priorities, re-allocate resources and develop new services.

For the FFY 22-25 Area Plan DAIL will arrange for a statewide needs assessment to be done. AAAs will be asked to support efforts associated with the needs assessment such as recruitment of consumers for surveys and focus groups, identification of stakeholders and partners for key informant interviews and other activities to facilitate getting widespread input. The results of the statewide needs assessment will be distributed by DAIL no later than December 2020. The AAA will review service area needs assessment information and use it to describe the agency's analysis of needs, gaps, and recommendations.

The Needs Assessment process should be a collaborative one that seeks input from a wide range of relevant partners at the local level. Agencies should include any additional needs assessment activities conducted by the AAA to complement the statewide needs assessment. This may include seeking input via additional meetings, focus groups, or surveys with:

- AAA Advisory Council
- AHS Field Director(s)
- VDH District Office Directors
- Senior centers and community meals programs,
- Providers of home health services,
- Adult day services providers,
- Housing and residential services providers,
- Transportation providers,
- Developmental services providers,
- Mental health services providers,
- Volunteer and employment programs,
- Hospitals, health clinics, or healthcare providers, etc.

This may also include a review of relevant reports and other current available data. Please note that the following may be additional sources of valuable information. Agencies are encouraged to use as many as you find valuable in providing a comprehensive picture of the needs of older adults and family caregivers:

- Senior Helpline calls
- Agency database(s)
- OAA State Program Report
- Census Data
- United Way Community Needs Assessment
- [Hospital Community Health Needs Assessments](https://gmcboard.vermont.gov/hospital-budget/health-needs) (<https://gmcboard.vermont.gov/hospital-budget/health-needs>)
- Behavioral Risk Factor Surveillance System, The VT Community Assessment System (www.healthvermont.gov).
- Surveys/questionnaires of older adults, family caregivers, providers, local government, etc.

The Goal Section of the Area Plan should relate to the Needs Assessment, although there is a recognition that the agency will not be able to address all needs and/or gaps that may be identified in the Needs Assessment process.

Section C. Focal Points

The Older Americans Act defines a focal point as “a facility established to encourage the maximum collocation and coordination of services for older individuals.” (OAA Sec.102 (21)). The federal regulations emphasize that special consideration should be given to developing and/or designating multi-purpose senior centers as community focal points on aging.

The AAA has the responsibility of defining the “community” served by a focal point. The State

Unit on Aging must approve. For example, it may be that not every town has a focal point, given population size, resources and capacity. Thus, a focal point, such as a senior center, may serve multiple towns as its “community.” Also, a focal point does not have to be a senior center if there is a different kind of facility that has the ability to act as a service center or resource hub for older Vermonters in a defined community.

In this section, provide a list of all focal points in your AAA service area, and include the following:

- Name and address of focal point (please **do not** include AAA offices as focal points unless the AAA office is co-located with a service center)
- Name and contact information for key focal point staff
- Community served by focal point –list all towns if multiple towns are served
- OAA programs/services provided at the focal point
- Non-OAA programs/services targeted to older Vermonters provided at the focal point
- Description of how the AAA works to assure that OAA services can be accessed from the focal point and that maximum collocation and coordination with other services and opportunities for older Vermonters are achieved via the focal point.

If there are geographic areas of the AAA service area without a clearly designated focal point within a reasonable distance, please describe how the AAA will work to with the community to fill this gap in order to assure maximum collocation and coordination of services and opportunities for older Vermonters. *Please be specific regarding timeframes and action steps the AAA will take.*

Section D. Goals, Objectives & Strategies with RBA Report Cards

DAIL, in collaboration with AAAs and other community organizations and partners, will develop the State Plan on Aging (SPA) for FFY 2022-2025. The SPA will include goals that are developed from the AAAs’ Area Plans. The SPA will align with the Governor’s goals, as well as AHS’ Strategic Plan for this period of time.

Core OAA Programs: Vision, Goals & Strategies

What is the agency’s vision for the next four years? What are the key goals you wish to achieve and key strategies you will use to accomplish your goals? In keeping with OAA requirements for AAAs set forth in ((306(a)(4)(A)(i)) (see Appendix B, Page 17) to serve those in greatest economic and social need, describe the work the AAA will undertake to improve the comprehensive and coordinated system of supports within the following core OAA program areas.

- Title III: Community Planning & Systems Development
- Title III-B: Information & Assistance, Case Management Services, Legal Assistance, Access to Transportation, Outreach, Other
- Title III-C: Home Delivered Meals, Congregate Meals, Nutrition Education & Nutrition Counseling
- Title III-D: Health Promotion and Disease Prevention

- Title III-E: National Family Caregiver Support Program
- Title VII: Prevention of Elder Abuse, Neglect and Exploitation

Include at least one goal for each Title Section and how you will make progress toward that goal. Limit this description to 3-4 pages total. Please make a note if the agency will be including this core program area in an RBA Report Card (see more below) or if the agency has any special projects/initiatives/grants in this core program area.

RBA Report Cards

Results-Based Accountability® (also known as RBA) is a disciplined way of thinking and taking action that communities can use to improve the lives of children, families, adults and the community as a whole.

Using the Results Based Accountability framework, in 2018 the AAAs developed and agreed upon standard statewide performance measures in key program areas for the FFY19-21 Area Plans. These measures were also used for the FFY19-22 Vermont State Plan on Aging.

For the FFY22-25 Area Plans, AAAs will work collectively to develop at least three statewide performance measures that all agencies will commit to measuring and reporting to DAIL in RBA Report Card format.

Performance Measures are measures of how well programs and agencies are working. The most important performance measures tell us whether the clients or customers of the service are better off. Measures that track the quality of the program are also important. Performance measure can apply to entire agencies, service delivery systems, or individual programs.

Past AAA measures were related to home delivered meals, case management, family caregiver support and falls prevention. New measures may be related to the same service areas or different areas. DAIL encourages the AAAs to look at programs/services where there is need and desire for improvement statewide. For example, while the last Area Plan included a measure for home delivered meals, the next plan could include a measure related to congregate meals. While the last Area Plan included a measure related to case management clients living in the setting of their choice, the next could include a measure related to reducing social isolation.

Measures should be agreed upon no later than February, 2021 to be included in Area Plan drafts due to DAIL on March 1, 2021.

Each AAA will build these measures into the development of their FFY22-25 Area Plan and will report on their progress on the measures bi-annually according to the Reporting Timeline in Appendix E and using the RBA Report Card Format in Appendix F. The State Unit on Aging will then be able to better understand performance across the state and report on progress to ACL.

Please note that each AAA may also develop additional measures in their individual Area Plan; AAAs are not limited to reporting on the statewide measures alone.

For the RBA Report Card Framework, the following areas should be addressed in the Report Card format, also outlined in Appendix F.

- General statement of purpose of program and explicit statement of quality of life result.
- Target populations/individuals served.
- 2 to 4 Principal measures
- What work needs to be done to capture intended data.
- Baselines in graph format. (OPTIONAL) Illustrate the baseline, the forecast (if nothing further is done) and the projection of “turning the curve”. While doing a graph is optional it is highly recommended. Graphs can be done in Excel. If an agency elects not to do a graph, baselines, forecast and projections for “turning the curve” should still be provided.
- Story behind the baseline: What led to selection of Performance Measures and what contributes to the problem being tracked.
- Partnerships: Other players involved in the work identified and needed to “turn the curve”.
- Work Plans with performance measures. List actions or strategies you will undertake that your project will result in “turning the curve”. Be specific and targeted.

After inclusion in the Area Plan, updated RBA Report Cards should be sent electronically and in paper copy to the attention of Tiffany Smith according to the reporting timeline outlined in Appendix E.

Nutrition: *Please include Home Delivered Meals Screening tool to Prioritize Clients’ Risk for Hunger data for the current/active home delivered meals caseload as separate attachment.*

Section E. Agency Plan for Data Management and/or Development

Please provide your agency's plan for managing your internal database, implementation, utilization and compliance with National Aging Programs Information System (NAPIS) reporting regulations.

Section F. Continuous Quality Improvement Plan (CQI)

DAIL is requesting AAAs Continuous Quality Improvement Plan, Procedure and/or Policy with Area Plans for FFY 22-25. In addition to the Plan, Procedure and/or Policy please outline how the agency has operationalized it in the past, how the agency intends to operationalize it for this period of the Area Plan, identified strengths and areas the Agency has identified for CQI. Please describe how identified areas will be addressed.

Section G. Request for Waivers

Per the Older Americans Act Section 307(a)(8), §1321.63, and state policy:

Direct service provision is allowable for:

The following Title III-B programs and services:

- Case management
- Information and assistance
- Outreach

Title III-E National Family Caregiver Programs and services:

- Caregiver training/counseling
- Caregiver respite
- Supplemental services
- Information services
- Access assistance

Programs and services that are not funded with OAA funds, such as SHIP, Senior Companion, ADRC, etc.

Direct service provision is not allowable, unless granted a waiver by DAIL, for the following Title III B, C, and D programs and services:

- Legal assistance
- In-home services, including personal care, homemaker, chore, and other in-home services
- Adult day services
- Transportation and assisted transportation
- Any other services provided through Title III-B (except those named above: case management, information and assistance, and outreach).
- Congregate meals
- Home delivered meals
- Nutrition education and nutrition counseling
- Title III-D Health Promotion and Disease Prevention programs and services.

DAIL may grant a waiver for a AAA to provide the above services if it determines that, per OAA rules, the provision of services is necessary to assure an adequate supply, the service directly relates to the AAA's administrative functions, or the service can be provided more economically and with comparable quality by the AAA.

Please use the attached [Direct Service Waiver Form](#) in Appendix G when requesting a waiver as part of the Area Plan or Area Plan Update. Use a separate form for each service requested.

Please also note that AAAs are required to seek public input when requesting a waiver for direct service. This may be done as part of the Area Plan public input process in Spring 2021.

Section H: Public Hearing

In addition to an inclusive process of gathering input into the development of the Area Plan draft, it is also a requirement that the public have the opportunity to provide feedback on the Area Plan once developed. Each AAA must solicit feedback on its draft plan according to the timeline in Appendix E.

Feedback should be sought from a wide variety of individuals and organizations, including individuals who receive services, as well as individuals who are not currently receiving services,

in addition to the list of organizations named in Section B. Input should be obtained from in-person and virtual public hearings, direct mail and meetings, focused discussions and/or other means.

In Section H, the agency shall document its public hearing process, including:

- Public outreach/advertisement conducted
- Dates, locations, and numbers of attendees of any meetings, whether in person or virtual
- Comments provided (please indicate whether comment is general to the plan or specific to a section of the plan)
- How the AAA has incorporated feedback into its final draft plan

Please note that Section H will not be completed in the first draft submission on 3/1/21 but added to the final draft submitted on 8/1/21 following the public hearing process.

Appendix Section of the Area Plan

Appendix A: Please include Assurances for FFY 2022 with standard State Grant attachments. The standard State Grant attachments are considered to be part of the Assurances. **While the Assurances can be in Appendix A, please include the Verification of Intent in Section A. of the narrative.**

Appendix B: Appendix B is for organizational structure. It must include the following:

- Chart of organizational structure
- Advisory Council List (including representation of each member and term if applicable)
- Board Composition (including representation of each member, position and term if applicable)

Appendix C: Appendix C must include the Emergency Preparedness or Continuity of Operations Plan.

Electronic submission (one combined pdf) for Policies and Procedures:

Please submit electronically (PDF) the policies and procedures outlined on page 4 of these instructions. The Administration for Community Living (ACL) has requested that DAIL further develop particular policies and procedures pertaining to DAIL's oversight of work requirements in the OAA. In that vein DAIL recognizes it would be best practice to have electronic documents in an electronic folder on hand of AAA policies and/or procedures pertaining to the Older Americans Act. There are also specific documents DAIL has requested in the past in relation to four-year Area Plans. Through requesting these documents electronically (pdf) the intent going forward will be to request only updated policies and procedures on an annual basis.

Appendix A

Verification of Intent

The _____ Area Agency on Aging's Area Plan is hereby submitted for the period October 1, 2021 through September 30, 2025. It includes all assurances and plans to be followed by the submitting agency under provisions of the Older Americans Act and the Area Plan Instructions. The Area Agency on Aging identified shall assume full responsibility to develop and administer the plan in accordance with all requirements of the Act and related State policy. The Area Agency on Aging assumes major responsibility to develop and administer the Area Plan for a comprehensive and coordinated system of services and to serve as the advocate and focal point for older people in the planning and service area.

The Area Plan was developed in accordance with all rules and regulations specified under the Older Americans Act and will be submitted to the Department of Disabilities, Aging and Independent Living. Signatures below verify the intention to comply with all Older Americans Act and State of Vermont assurances.

(signed)
Date _____ Area Agency on Agency Director

(signed)
Date _____ President, Board of Directors

The Area Agency on Aging Advisory Council has had the opportunity to review and comment on the Area Plan.

(signed)
Date _____ Chairperson, Area Agency on Aging Advisory Council

Date Approved _____ Commissioner, Department of Disabilities, Aging and Independent Living

Appendix B

Area Agency on Aging Assurances

Updated October 2017

The Older Americans Act requires that to be approved by the State Agency, Area Agencies must make certain assurances. Below is a listing of the most current information provided by the Administration on Community Living(ACL) identifying new or amended assurances and information requirements which must be addressed in all area plans. Also included are the assurances and information requirements detailed in previous ACL guidance.

Development of a Comprehensive, Coordinated, Client-Centered System

1. ((306(a)(1)) The plan shall provide, through a comprehensive and coordinated system, supportive services, nutrition services and, where appropriate, the establishment, maintenance or construction of multipurpose senior centers, including determining the extent of need for supportive services, nutrition services and multipurpose senior centers.
2. ((306(a)(1)) Among other things, the plan will take into consideration the number of older individuals with low incomes residing in the planning and service area, the number of older individuals with low-incomes, the number of older individuals who have greatest economic need (with particular attention to low-income older individuals, including low-income minority older individuals, older individuals with limited English proficiency, and older individuals residing in rural areas) and greatest social need (with particular attention to low-income older individuals, including low-income minority older individuals, older individuals with limited English proficiency, and older individuals residing in rural areas), residing in the planning and service area, the number of individuals at risk for institutional placement residing in such area, and the number of older individuals who are Indians (Native Americans) residing in the area. The plan will also take into consideration the efforts of voluntary organizations in the community.
3. ((306(a)(1)) The plan shall include a method and plans for evaluating the effectiveness of the use of resources in meeting these needs.
4. ((306(a)(3)) The plan shall designate, where feasible, a focal point for comprehensive service delivery in each community, giving special consideration to designating multipurpose senior centers as such focal point and specify, in grants, contracts, and agreements implementing the plan, the identity of each designated focal point.
5. ((306(a)(5)) The Area Agency will coordinate planning, identification, assessment of needs, and provision of services for older individuals with disabilities, with particular attention to individuals with severe disabilities, and individuals at risk for institutional placement with agencies that develop or provide services for individuals with disabilities.

6. ((306(a)(6)(B)) The Area Agency will serve as the advocate and focal point for the elderly within the community by monitoring, evaluating and commenting upon all policies, programs, hearings, levies and community actions which will affect the elderly.
7. ((306(a)(6)(C)(i)) Where possible, the area agency on aging will enter into agreements with organizations providing day care services for children, assistance to older individuals caring for relatives who are children, and respite for families, so as to provide opportunities for older individuals to aid or assist on a voluntary basis in the delivery of such services to children, adults and families.
8. ((306(a)(6)(C)(ii)) The Area Agency will, if possible, regarding the provision of services under Title III, enter into arrangements and coordinate with organizations that have a proven record of providing services to older individuals, that were officially designated as community action agencies or community action programs under section 210 of the Economic Opportunity Act of 1964 (42 U.S.C. 2790) for fiscal year 1981, and did not lose the designation as a result of failure to comply with such Act; or came into existence during fiscal 1982 as direct successors in interest to such community action agencies or community action programs; and that meet the requirement under section 675(c)(3) of the Community Services Block Grant Act (42 U.S.C. 9904 (c)(3).
9. ((306(a)(6)(C)(iii)) The Area Agency will make use of trained volunteers in providing direct services delivered to older individuals and individuals with disabilities needing such services and, if possible, work in coordination with organizations that have experience in providing training, placement and stipends for volunteers or participants (such as organizations carrying out Federal service programs administered by the Corporation for National and Community Service) in community service settings.
10. ((306(a)(6)(E)) The Area Agency will establish effective and efficient procedures for coordination of services with entities conducting other Federal or federally assisted programs for older individuals at the local level, with particular emphasis on entities conducting programs under this title and the following programs:
 - a. the Job Training Partnership Act,
 - b. Title II of the Domestic Volunteer Service Act of 1973,
 - c. Titles XVI, XVIII, XIX, and XX of the Social Security Act,
 - d. Sections 231 and 232 of the National Housing Act,
 - e. the United States Housing Act of 1937,
 - f. Section 202 of the Housing Act of 1959,
 - g. Title I of the Housing and Community Development Act of 1974,
 - h. Title I of the Higher Education Act of 1965 and the Adult Education Act,
 - i. Sections 3, 9, and 16 of the Urban Mass Transportation Act of 1964,
 - j. the Public Health Service Act, including block grants under Title XIX of such Act,
 - k. the Low-Income Home Energy Assistance Act of 1981,

- l. part A of the Energy Conservation in Existing Buildings Act of 1976 relating to weatherization assistance for low income persons,
 - m. the Community Services Block Grant Act,
 - n. demographic statistics and analysis programs conducted by the Bureau of the Census under title 13, U.S. Code,
 - o. parts II and III of Title 38, U.S. Code,
 - p. the Rehabilitation Act of 1973,
 - q. the Developmental Disabilities and Bill of Rights Act,
 - r. the Edward Byrne Memorial State and Local Law Enforcement Assistance Programs, established under part E of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. 3750-3766b).
11. ((306(a)(6)(F)) In coordination with the State agency and the State agency responsible for mental health services, the Area Agency will increase public awareness of mental health disorders, remove barriers to diagnosis and treatment, and coordinate mental health services (including mental health screenings) provided with funds expended by the area agency on aging with mental health services provided by community health centers and by other public agencies and nonprofit private organizations.
12. ((306(a)(7)) The Area Agency will conduct efforts to facilitate the area –wide development and implementation of a comprehensive, coordinated system for providing long-term care in home and community-based settings, in a manner responsive to the needs and preferences of older individuals and their family caregivers by -
- a. Collaborating, coordinating activities, and consulting with other local public and private agencies and organizations responsible for administering programs, benefits, and services related to providing long-term care;
 - b. Conducting analyses and making recommendations with respect to strategies for modifying the local system of long term care to better-
- Respond to the needs and preferences of older individuals and family caregivers;
Facilitate the provision, by service providers, of long-term care in home and community-based settings; and
Target services to older individuals at risk for institutional placement, to permit such individuals to remain in home and community-based settings.
13. ((306(a)(7)(C)) The Area Agency will implement, through the agency or service providers, evidence-based programs to assist older individuals and their family caregivers in learning about behavioral changes intended to reduce the risk of injury, disease, and disability among older individuals.
14. ((306(a)(7)(D)) The Area Agency shall provide for the availability and distribution (through public educations campaigns, Aging and Disability Resource Centers, the area agency on aging itself, and other appropriate means) of information relating to the need to plan in advance for long-term care and the full range of available public and private

long-term care (including integrated long-term care) programs, options, service providers and resources.

15. ((306(a)(8)) The Area Agency assures that case management services provided under this title through the Area Agency will:
 - a. not duplicate case management services provided through other Federal and State programs;
 - b. be coordinated with case management services provided through other Federal and State programs; and
 - c. be provided by a public agency; or a nonprofit private agency that:
 - i. gives each older individual seeking services under this title a list of agencies that provide similar services within the jurisdiction of the Area Agency;
 - ii. gives each individual described in clause (i) a statement specifying that the individual has a right to make an independent choice of service providers and documents receipts by such individual of such statement;
 - iii. has case managers acting as agents for the individuals receiving the services and not as promoters for the agency providing such services; or
 - iv. is located in a rural area and obtains a waiver of the requirements described in clauses (i) through (iii).

Public Input

1. ((306(a)(6)(A)) The Area Agency will take into account in connection with matters of general policy arising in the development and administration of the area plan, the views of recipients of services under such plan.
2. ((306(a)(6)(D)) The Area Agency will establish an advisory council consisting of older individuals (including minority individuals and older individuals residing in rural areas) who are participants or who are eligible to participate in programs assisted under this Act, family caregivers of such individuals, representatives of older individuals, service providers, representatives of the business community, local elected officials, providers of veterans' health care (if appropriate) and the general public to advise continuously the Area Agency on all matters relating to the development of the area plan, the administration of the plan and operations conducted under the plan.

Preference to Those in Greatest Economic or Social Need

1. ((306(a)(2)(B)) The area agency on aging will provide assurances that it will -
 - a. Expend at least 65% of part B funds for Access to Services, 1% of Part B funds for In-home Services and 5% of Part B funds for Legal Assistance.

2. ((306(a)(4)(A)(i)) The area agency on aging will provide assurances that it will –

Set specific objectives, consistent with State policy for providing services to older individuals with greatest economic need, older individuals with greatest social need, and older individuals at risk for institutional placement.

Include specific objectives for providing services to low-income minority individuals, older individuals with limited English proficiency, and older individuals residing in rural areas; and Include proposed methods to achieve the objectives described in items a and b above.

The area agency on aging will assure that it will include in each agreement with a provider of any service under this title a requirement that the provider will –

Specify how the provider intends to satisfy the service needs of low-income minority individuals, older individuals with limited English proficiency, and older individuals residing in rural areas served by the provider;

To the maximum extent feasible, provide services to low-income minority individuals, older individuals with limited English proficiency, and older individuals residing in rural areas in accordance with the need for such services; and

Meet specific objectives established by the area agency on aging, for providing services to low-income minority individuals, older individuals with limited English proficiency, and older individuals residing in rural areas within the planning and service area.

3. ((306(a)(4)(A)(iii)) With respect to the fiscal year preceding the fiscal year for which such plan is prepared, the Area Agency shall:

- a. identify the number of low-income minority older individuals and older individuals residing in rural areas in the planning and service area;
- b. describe the methods used to satisfy the service needs of such minority older individuals; and
- c. provide information on the extent to which the Area Agency met the objectives described in clause (306(a)(4)(A)(i)).

4. ((306(a)(4)(B)) The area agency will assure that it will use outreach efforts that will-
- a. identify individuals eligible for assistance under the Act, with special emphasis on older individuals residing in rural areas; older individuals with greatest economic need (with particular attention to low-income minority individuals and older individuals residing in rural areas); older individuals with greatest social need (with particular attention to low-income minority individuals and older individuals residing in rural areas); older individuals with severe disabilities; older individuals with limited English proficiency; older individuals with Alzheimer’s disease or related disorders (and the caretakers of such individuals); and older individuals at risk for institutional placement; and
 - b. inform the older individuals listed in a. above and the caretakers of such individuals , of the availability of assistance.

5. ((306(a)(4)(C)) The Area Agency shall ensure that each activity undertaken by the agency, including planning, advocacy and systems development, will include a focus on

the needs of low-income minority older individuals and older individuals residing in rural areas.

6. ((306(a)(11)) The Area Agency shall provide information and assurances concerning older Native Americans, including: information concerning whether there is a significant population of older Native Americans in the planning and service area and if so, an assurance that the Area Agency will pursue activities, including outreach, to increase access to those older Native Americans to programs and benefits provided under this title;
 - a. an assurance that the Area Agency will, to the maximum extent practicable, coordinate the services the agency provides under this title with services provided under title VI; and
 - b. an assurance that the Area Agency will make services under the Area Plan available, to the same extent as such services are available to older individuals within the planning and service area, to older Native Americans.

Agreements with Service Providers

1. ((306(A)(1)) The plan shall include a method and plans for entering into agreements with providers of services for the provision of services to meet needs.
2. ((307(a)(11)) The Area Agency on Aging will--
 - a. enter into contracts with providers of legal assistance which can demonstrate the experience or capacity to deliver legal assistance.
 - b. include in any such contract provisions to assure that any recipient of funds under section a (immediately above) will be subject to specific restrictions and regulations promulgated under the Legal Services Corporation Act (other than restrictions and regulations governing eligibility for legal assistance under such Act and governing membership of local governing boards) as determined appropriate by the Assistant Secretary; and
 - c. attempt to involve the private bar in legal assistance activities authorized under Title III, including groups within the private bar furnishing services to older individuals on a pro bono and reduced fee basis.
3. ((307(a)(11)(B)) The Area Agency on Aging will assure that no legal assistance will be furnished unless the grantee administers a program designed to provide legal assistance to older individuals with social or economic need and has agreed, if the grantee is not a Legal Services Corporation project grantee, to coordinate its services with existing LSC projects in the planning and service area in order to concentrate the use of funds provided under Title III on individuals with greatest such need; and the Area Agency on Aging makes a finding, after assessment, pursuant to standards for service promulgated by the Assistant Secretary, that any grantee selected is the entity best able to provide the particular services.

4. ((307(a)(11)(D)) The Area Agency on Aging will assure, to the extent practicable, that legal assistance furnished under the plan will be in addition to any legal assistance for older individuals being furnished with funds from other sources other than the OAA and that reasonable efforts will be made to maintain existing levels of legal assistance for older individuals.
5. ((307(a)(11)(E)) The Area Agency on Aging will give priority to legal assistance related to income, health care, long-term care, nutrition, housing, utilities, protective services, defense of guardianship, abuse, neglect and age discrimination.

Provision of Services

1. ((306(a)(2)) The plan shall provide assurances that an adequate proportion, as required under section 307(a)(2) of the Older Americans Act, of the amount allotted for Part B to the planning and service area will be expended for the delivery of each of the following categories of services –
 - a. services associated with access to services (transportation, health services (including mental health services), outreach, information and assistance, (which may include information and assistance to consumers on availability of services under part B and how to receive benefits under and participate in publicly supported programs for which the consumer may be eligible) and case management services);
 - b. in-home services, including supportive services for families of older individuals who are victims of Alzheimer’s disease and related disorders with neurological and organic brain dysfunction; and
 - c. legal assistance; and assurances that the area agency on aging will report annually to the State in detail the amount of funds expended for each such category during the fiscal year most recently concluded.
2. ((306(a)(13)(A)) The Area Agency will maintain the integrity and public purpose of services provided, and service providers, under this title in all contractual and commercial relationships.
3. ((306(a)(13)(B)) The Area Agency will disclose to the Assistant Secretary and the State agency --
 - a. the identity of each non-governmental entity with which it has a contract or commercial relationship relating to providing any service to older individuals; and
 - b. the nature of the contract or relationship.
4. ((306(a)(13)(C)) The Area Agency will demonstrate that a loss or diminution in the quantity or quality of the services provided, or to be provided, under this title by such agency has not resulted and will not result from such non-governmental contracts or commercial relationships.

5. ((306(a)(13)(D)) The Area Agency will demonstrate that the quantity or quality of the services to be provided under this title by such agency will be enhanced as a result of such non-governmental contracts or commercial relationships.
6. ((306(a)(13)(E)) The Area Agency will, on the request of the Assistant Secretary or the State, for the purpose of monitoring compliance with this Act (including conducting an audit), disclose all sources and expenditures of funds such agency receives or expends to provide services to older individuals.
7. ((306(a)(14)) The Area Agency assures that preference in receiving Title III services will not be given to particular older individuals as a result of a contract or commercial relationship that is not carried out to implement Title III.
8. ((306(a)(15)) The Area Agency on Aging assures that funds received under Title III will be used to provide benefits and services to older individuals, giving priority to older individuals identified in section 306(a)(4)(A)(i); and, in compliance with the assurances specified in section 306 (a)(13).
9. ((306(a)(16)) The Area Agency on Aging agrees to provide, to the extent feasible, for the furnishing of services under this Act, consistent with self-directed care.
10. ((306(a)(17)) The Area Agency on Aging shall include information detailing how the area agency on aging will coordinate activities, and develop long-range emergency preparedness plans, with local and State emergency response agencies, relief organizations, local and State governments, and any other institutions that have responsibility for disaster relief service delivery.

Department of Disabilities, Aging and Independent Living (DAIL) Requirements:

1. The Area Agency on Aging (AAA) shall:
 - a. assure that all services and service options are fully explained to applicants/participants/representatives;
 - b. assure that all applicants/participants/representatives are provided with a copy of the AAA's consumer grievance procedures and are provided with assistance as necessary to understand and follow the established procedures.
 - c. assist applicants/participants to obtain necessary services;
 - d. involve applicants/participants in the planning of their services;

- e. coordinate services provided by the AAA with other related services provided to the participant by other agencies or individuals;
 - f. assure that the AAA's services meet the individual needs of each participant, including changes in services as needs change.
2. The AAA shall assure that all services provided under this area plan will be coordinated with other home and community based services and providers in the AAA's service area to avoid duplication, maximize existing resources and ensure optimum coordination of services for individual clients. "Home and community based services and providers" include, but are not limited to, hospital discharge planning, nursing homes, residential care homes, home health agencies, adult day services, services of the Vermont Center for Independent Living, services funded through Part B of the Rehabilitation Act, the Office of Public Guardians, and activities conducted through community resource teams or adult abuse teams.
3. The AAA shall assure that all Case Management services provided under this area plan will comply with the Department of Disabilities, Aging and Independent Living [Case Management Standards & Certification Procedures For Older Americans Act Programs & Choices for Care, Revised January 2017](#).
4. The AAA shall assure that at a minimum, the Nutrition Screening Instrument: DETERMINE Your Nutritional Health Checklist, shall be used to screen all clients receiving home delivered meals; case management clients, congregate meal participants and for other individuals who may benefit from such counseling. The AAA shall build capacity to use the Nutrition Program Prioritization Tool with all home delivered meal clients in conjunction with the NSI screening.
5. The AAA shall assure that it will develop and maintain, in collaboration with DAIL, quality assurance and improvement processes which will allow the AAA and DAIL to monitor the quality of services provided by the Agency.
6. The AAA will assist in developing a stronger home and community-based system of care for older Vermonters and persons with disabilities by providing them with a choice of supportive services that address their long-term care needs and will allow them to remain independent and avoid or delay the need for nursing home admission.
7. The AAA shall administer state general funds Long Term Care Flexible Funds Special Services Funds and give priority to older Vermonters and persons with disabilities in greatest economic and social need. Flexible Funds may be used for a variety of good and services to assist Vermonters to be able to maintain their independence and live in the setting of their choice. These funds may only be used when there are no other funds available to pay for services. The AAA will utilize the funding to serve residents of the entire Area Agency on Aging planning and service area.

8. The AAA shall assure for all services provided under this plan that the DAIL Background Check policy will be followed.
9. The AAA shall assure that third party referrals will be accepted and followed-up upon.
10. The AAA shall assure responsibility for accepting and responding to third party referrals concerning individuals with self-neglecting behaviors who are 60 years of age or older.
11. The AAA shall assure that FFY 2022 funds to strengthen the volunteer base will be utilized for at least one evidenced-based falls prevention program.

General Administration

1. Compliance with Requirements. The Area Agency on Aging agrees to administer the program in accordance with the Act, the State Plan and all applicable regulations, policies and procedures established by the Department of Disabilities, Aging & Independent Living and federal agencies. This includes compliance with the State of Vermont Customary State Grant Provisions. (Please note section below.)
2. Data Entry Requirements. Notwithstanding the due dates listed in #3 below, the Area Agency on Aging agrees to complete data entry into the SAMS data base within 60 days of the end of each month. AAAs that do not complete the required data entry within the required time frame will be subject to 1/24 funding until the AAA is within the 60 day time frame. An AAA may request a variance to the 60-day data entry requirement if there are circumstances beyond the AAA's control that necessitate an extension. Variance requests must be submitted **in advance of the due date** and should be sent to the attention of Angela Smith-Dieng.

Reporting Requirements. The Area Agency on Aging agrees to furnish such reports and evaluations to the Department of Disabilities, Aging and Independent Living as may be specified in these assurances as well as additional contracts and grants.

Due Date	Reporting Period	Reports/Data Due
February 15	October-December	Title III and Title VII QTR 1 Financial Reports
May 15	January – March	Title III and Title VII QTR 2 Financial Reports, Draft Audits
August 1	October – September	FFY22 Budgets FFY22-FFY25 Finalized Area Plans
August 15	April – June	Title III and Title VII QTR 3 Financial Reports
October 20	July - September	Title III and Title VII QTR 4 Financial Reports

*** The Department reserves the right to delay the release of funds to the Area Agency on Aging if required data or reports are not submitted in a timely fashion.**

Please refer to the State Program Report (SPR) Reporting Procedures (posted to <http://asd.vermont.gov/resources/program-manuals/>) for specific instruction related to the submission of SPR reports.

3. Area Plan Amendments. Area Plan amendments will be made in conformance with applicable program regulations.
4. Opportunity to Contribute. Each service provider must offer older persons an opportunity to voluntarily contribute toward the cost of the services they receive under Title III programs. Such contributions must be used to expand the provider's services to older persons.
5. Usage of Local Funds. Local funds must be used in accordance with the budgeted use of local funds.
6. Client Transportation. AAAs shall purchase client transportation through public transit in all instances where public transit services are appropriate to client needs and as cost-efficient as other transportation, or wherever consistent with regional transportation development plans.
7. Exclusion from Federal Procurement. The AAA agrees to comply with federal requirements which prohibit non-federal entities from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Non-federal entities may check for suspended and debarred parties which are listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs, issued by the General Services Administration.

**ATTACHMENT C: STANDARD STATE PROVISIONS
FOR CONTRACTS AND GRANTS
REVISED DECEMBER 15, 2017**

1. Definitions: For purposes of this Attachment, “Party” shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement. “Agreement” shall mean the specific contract or grant to which this form is attached.

2. Entire Agreement: This Agreement, whether in the form of a contract, State-funded grant, or Federally-funded grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.

3. Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial: This Agreement will be governed by the laws of the State of Vermont. Any action or proceeding brought by either the State or the Party in connection with this Agreement shall be brought and enforced in the Superior Court of the State of Vermont, Civil Division, Washington Unit. The Party irrevocably submits to the jurisdiction of this court for any action or proceeding regarding this Agreement. The Party agrees that it must first exhaust any applicable administrative remedies with respect to any cause of action that it may have against the State with regard to its performance under this Agreement. Party agrees that the State shall not be required to submit to binding arbitration or waive its right to a jury trial.

4. Sovereign Immunity: The State reserves all immunities, defenses, rights or actions arising out of the State’s sovereign status or under the Eleventh Amendment to the United States Constitution. No waiver of the State’s immunities, defenses, rights or actions shall be implied or otherwise deemed to exist by reason of the State’s entry into this Agreement.

5. No Employee Benefits For Party: The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the State withhold any state or Federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.

6. Independence: The Party will act in an independent capacity and not as officers or employees of the State.

7. Defense and Indemnity: The Party shall defend the State and its officers and employees against all third party claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party in connection with the performance of this Agreement. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The State retains the right to participate at its own expense in the defense of any claim. The State shall have the right to approve all proposed settlements of such claims or suits.

After a final judgment or settlement, the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party in connection with the performance of this Agreement.

The Party shall indemnify the State and its officers and employees if the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party or an agent of the Party in connection with the performance of this Agreement.

Notwithstanding any contrary language anywhere, in no event shall the terms of this Agreement or any document furnished by the Party in connection with its performance under this Agreement obligate the State to (1) defend or indemnify the Party or any third party, or (2) otherwise be liable for the expenses or reimbursement, including attorneys' fees, collection costs or other costs of the Party or any third party.

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

Workers Compensation: With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont. Vermont will accept an out-of-state employer's workers' compensation coverage while operating in Vermont provided that the insurance carrier is licensed to write insurance in Vermont and an amendatory endorsement is added to the policy adding Vermont for coverage purposes. Otherwise, the party shall secure a Vermont workers' compensation policy, if necessary to comply with Vermont law.

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

- Premises - Operations
- Products and Completed Operations
- Personal Injury Liability
- Contractual Liability

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

- \$1,000,000 Each Occurrence
- \$2,000,000 General Aggregate
- \$1,000,000 Products/Completed Operations Aggregate
- \$1,000,000 Personal & Advertising Injury

Automotive Liability: The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than \$500,000 combined single limit. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, limits of coverage shall not be less than \$1,000,000 combined single limit.

Additional Insured. The General Liability and Property Damage coverages required for performance of this Agreement shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, then the required Automotive Liability coverage shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Notice of Cancellation or Change. There shall be no cancellation, change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written prior written notice to the State.

9. Reliance by the State on Representations: All payments by the State under this Agreement will be made in reliance upon the accuracy of all representations made by the Party in accordance with this Agreement, including but not limited to bills, invoices, progress reports and other proofs of work.

10. False Claims Act: The Party acknowledges that it is subject to the Vermont False Claims Act as set forth in 32 V.S.A. § 630 *et seq.* If the Party violates the Vermont False Claims Act it shall be liable to the State for civil penalties, treble damages and the costs of the investigation and prosecution of such violation, including attorney's fees, except as the same may be reduced by a court of competent jurisdiction. The Party's liability to the State under the False Claims Act shall not be limited notwithstanding any agreement of the State to otherwise limit Party's liability.

11. Whistleblower Protections: The Party shall not discriminate or retaliate against one of its employees or agents for disclosing information concerning a violation of law, fraud, waste, abuse of authority or acts threatening health or safety, including but not limited to allegations concerning the False Claims Act. Further, the Party shall not require such employees or agents to forego monetary awards as a result of such disclosures, nor should they be required to report misconduct to the Party or its agents prior to reporting to any governmental entity and/or the public.

12. Location of State Data: No State data received, obtained, or generated by the Party in connection with performance under this Agreement shall be processed, transmitted, stored, or transferred by any means outside the continental United States, except with the express written permission of the State.

13. Records Available for Audit: The Party shall maintain all records pertaining to performance under this agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or acquired by the Party in the performance of this agreement. Records produced or acquired in a machine readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of the Agreement and for three years thereafter or for any period required by law 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.

14. Fair Employment Practices and Americans with Disabilities Act: Party agrees to comply with the requirement of 21 V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement.

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

16. Taxes Due to the State:

- A. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.

- B. Party certifies under the pains and penalties of perjury that, as of the date this Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.
- C. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
- D. Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.

17. Taxation of Purchases: All State purchases must be invoiced tax free. An exemption certificate will be furnished upon request with respect to otherwise taxable items.

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

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

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

19. Sub-Agreements: Party shall not assign, subcontract or subgrant the performance of this Agreement or any portion thereof to any other Party without the prior written approval of the State. Party shall be responsible and liable to the State for all acts or omissions of subcontractors and any other person performing work under this Agreement pursuant to an agreement with Party or any subcontractor.

In the case this Agreement is a contract with a total cost in excess of \$250,000, the Party shall provide to the State a list of all proposed subcontractors and subcontractors' subcontractors, together with the identity of those subcontractors' workers compensation insurance providers, and additional required or requested information, as applicable, in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54).

Party shall include the following provisions of this Attachment C in all subcontracts for work performed solely for the State of Vermont and subcontracts for work performed in the State of Vermont: Section 10 ("False Claims Act"); Section 11 ("Whistleblower Protections"); Section 12 ("Location of State Data"); Section 14 ("Fair Employment Practices and Americans with Disabilities Act"); Section 16 ("Taxes Due the State"); Section 18 ("Child Support"); Section 20 ("No Gifts or Gratuities"); Section 22 ("Certification Regarding Debarment"); Section 30 ("State Facilities"); and Section 32.A ("Certification Regarding Use of State Funds").

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

21. Copies: Party shall use reasonable best efforts to ensure that all written reports prepared under this Agreement are printed using both sides of the paper.

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

Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the State’s debarment list at: <http://bgs.vermont.gov/purchasing/debarment>

23. Conflict of Interest: Party shall fully disclose, in writing, any conflicts of interest or potential conflicts of interest.

24. Confidentiality: Party acknowledges and agrees that this Agreement and any and all information obtained by the State from the Party in connection with this Agreement are subject to the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq.

25. Force Majeure: Neither the State nor the Party shall be liable to the other for any failure or delay of performance of any obligations under this Agreement to the extent such failure or delay shall have been wholly or principally caused by acts or events beyond its reasonable control rendering performance illegal or impossible (excluding strikes or lock-outs) (“Force Majeure”). Where Force Majeure is asserted, the nonperforming party must prove that it made all reasonable efforts to remove, eliminate or minimize such cause of delay or damages, diligently pursued performance of its obligations under this Agreement, substantially fulfilled all non-excused obligations, and timely notified the other party of the likelihood or actual occurrence of an event described in this paragraph.

26. Marketing: Party shall not refer to the State in any publicity materials, information pamphlets, press releases, research reports, advertising, sales promotions, trade shows, or marketing materials or similar communications to third parties except with the prior written consent of the State.

27. Termination:

- A. Non-Appropriation:** If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by Federal funds, and in the event Federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.
- B. Termination for Cause:** Either party may terminate this Agreement if a party materially breaches its obligations under this Agreement, and such breach is not cured within thirty (30) days after delivery of the non-breaching party’s notice or such longer time as the non-breaching party may specify in the notice.
- C. Termination Assistance:** Upon nearing the end of the final term or termination of this Agreement, without respect to cause, the Party shall take all reasonable and prudent measures to facilitate any transition required by the State. All State property, tangible and intangible, shall be returned to the State upon demand at no additional cost to the State in a format acceptable to the State.

28. Continuity of Performance: In the event of a dispute between the Party and the State, each party will continue to perform its obligations under this Agreement during the resolution of the dispute until this Agreement is terminated in accordance with its terms.

29. No Implied Waiver of Remedies: Either party’s delay or failure to exercise any right, power or remedy under this Agreement shall not impair any such right, power or remedy, or be construed as a waiver of any such right, power or remedy. All waivers must be in writing.

30. State Facilities: If the State makes space available to the Party in any State facility during the term of this Agreement for purposes of the Party’s performance under this Agreement, the Party shall only use the space in accordance with all policies and procedures governing access to and use of State facilities which

shall be made available upon request. State facilities will be made available to Party on an “AS IS, WHERE IS” basis, with no warranties whatsoever.

31. Requirements Pertaining Only to Federal Grants and Subrecipient Agreements: If this Agreement is a grant that is funded in whole or in part by Federal funds:

A. Requirement to Have a Single Audit: The Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required.

For fiscal years ending before December 25, 2015, a Single Audit is required if the subrecipient expends \$500,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with OMB Circular A-133. For fiscal years ending on or after December 25, 2015, a Single Audit is required if the subrecipient expends \$750,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.

B. Internal Controls: In accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in “Standards for Internal Control in the Federal Government” issued by the Comptroller General of the United States and the “Internal Control Integrated Framework”, issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

C. Mandatory Disclosures: In accordance with 2 CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the State, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.

32. Requirements Pertaining Only to State-Funded Grants:

A. Certification Regarding Use of State Funds: If Party is an employer and this Agreement is a State-funded grant in excess of \$1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party’s employee’s rights with respect to unionization.

B. Good Standing Certification (Act 154 of 2016): If this Agreement is a State-funded grant, Party hereby represents: (i) that it has signed and provided to the State the form prescribed by the Secretary of Administration for purposes of certifying that it is in good standing (as provided in Section 13(a)(2) of Act 154) with the Agency of Natural Resources and the Agency of Agriculture, Food and Markets, or otherwise explaining the circumstances surrounding the inability to so certify, and (ii) that it will comply with the requirements stated therein.

(End of Standard Provisions)

BUSINESS ASSOCIATE AGREEMENT

THIS BUSINESS ASSOCIATE AGREEMENT (“AGREEMENT”) IS ENTERED INTO BY AND BETWEEN THE STATE OF VERMONT AGENCY OF HUMAN SERVICES, OPERATING BY AND THROUGH ITS DEPARTMENT OF DISABILITIES, AGING AND INDEPENDENT LIVING (“COVERED ENTITY”) AND _____, (“BUSINESS ASSOCIATE”) AS OF OCTOBER 1, 2021 (“EFFECTIVE DATE”). THIS AGREEMENT SUPPLEMENTS AND IS MADE A PART OF THE CONTRACT/GRANT TO WHICH IT IS ATTACHED.

Covered Entity and Business Associate enter into this Agreement to comply with standards promulgated under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), including the Standards for the Privacy of Individually Identifiable Health Information, at 45 CFR Parts 160 and 164 (“Privacy Rule”), and the Security Standards, at 45 CFR Parts 160 and 164 (“Security Rule”), as amended by Subtitle D of the Health Information Technology for Economic and Clinical Health Act (HITECH), and any associated federal rules and regulations.

The parties agree as follows:

1. Definitions. All capitalized terms used but not otherwise defined in this Agreement have the meanings set forth in 45 CFR Parts 160 and 164 as amended by HITECH and associated federal rules and regulations.

“Agent” means those person(s) who are agents(s) of the Business Associate, in accordance with the Federal common law of agency, as referenced in 45 CFR § 160.402(c).

“Breach” means the acquisition, access, use or disclosure of protected health information (PHI) which compromises the security or privacy of the PHI, except as excluded in the definition of Breach in 45 CFR § 164.402.

“Business Associate shall have the meaning given in 45 CFR § 160.103.

“Individual” includes a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).

“Protected Health Information” or PHI shall have the meaning given in 45 CFR § 160.103, limited to the information created or received by Business Associate from or on behalf of Agency.

“Security Incident” means any known successful or unsuccessful attempt by an authorized or unauthorized individual to inappropriately use, disclose, modify, access, or destroy any information or interference with system operations in an information system.

“Services” includes all work performed by the Business Associate for or on behalf of Covered Entity that requires the use and/or disclosure of protected health information to perform a business associate function described in 45 CFR § 160.103 under the definition of Business Associate.

“Subcontractor” means a person or organization to whom a Business Associate delegates a function, activity or service, other than in the capacity of a member of the workforce of the Business Associate. For purposes of this Agreement, the term Subcontractor includes Subgrantees.

2. Identification and Disclosure of Privacy and Security Offices. Business Associate and Subcontractors shall provide, within ten (10) days of the execution of this agreement, written notice to the Covered Entity’s contract/grant manager the names and contact information of both the HIPAA Privacy Officer and HIPAA Security Officer. This information must be updated any time either of these contacts changes.

3. Permitted and Required Uses/Disclosures of PHI.

3.1 Except as limited in this Agreement, Business Associate may use or disclose PHI to perform Services, as specified in the underlying grant or contract with Covered Entity. The uses and disclosures of Business Associate are limited to the minimum necessary, to complete the tasks or to provide the services associated with the terms of the underlying agreement. Business Associate shall not use or disclose PHI in any manner that would constitute a violation of the Privacy Rule if used or disclosed by Covered Entity in that manner. Business Associate may not use or disclose PHI other than as permitted or required by this Agreement or as Required by Law.

3.2 Business Associate may make PHI available to its employees who need access to perform Services provided that Business Associate makes such employees aware of the use and disclosure restrictions in this Agreement and binds them to comply with such restrictions. Business Associate may only disclose PHI for the purposes authorized by this Agreement: (a) to its agents and Subcontractors in accordance with Sections 9 and 18 or, (b) as otherwise permitted by Section 3.

3.3 Business Associate shall be directly liable under HIPAA for impermissible uses and disclosures of the PHI it handles on behalf of Covered Entity, and for impermissible uses and disclosures, by Business Associate’s Subcontractor(s), of the PHI that Business Associate handles on behalf of Covered Entity and that it passes on to Subcontractors.

4. Business Activities. Business Associate may use PHI received in its capacity as a Business Associate to Covered Entity if necessary for Business Associate’s proper management and administration or to carry out its legal responsibilities. Business Associate may disclose PHI received in its capacity as Business Associate to Covered Entity for Business Associate’s proper management and administration or to carry out its legal responsibilities if a disclosure is Required by Law or if Business Associate obtains reasonable written assurances via a written agreement from the person to whom the information is to be disclosed that the PHI shall remain confidential and be used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the Agreement requires the person or entity to notify Business

Associate, within two (2) business days (who in turn will notify Covered Entity within two (2) business days after receiving notice of a Breach as specified in Section 6.1), in writing of any Breach of Unsecured PHI of which it is aware. Uses and disclosures of PHI for the purposes identified in Section 3 must be of the minimum amount of PHI necessary to accomplish such purposes.

5. Safeguards. Business Associate, its Agent(s) and Subcontractor(s) shall implement and use appropriate safeguards to prevent the use or disclosure of PHI other than as provided for by this Agreement. With respect to any PHI that is maintained in or transmitted by electronic media, Business Associate or its Subcontractor(s) shall comply with 45 CFR sections 164.308 (administrative safeguards), 164.310 (physical safeguards), 164.312 (technical safeguards) and 164.316 (policies and procedures and documentation requirements). Business Associate or its Agent(s) and Subcontractor(s) shall identify in writing upon request from Covered Entity all of the safeguards that it uses to prevent impermissible uses or disclosures of PHI.

6. Documenting and Reporting Breaches.

6.1 Business Associate shall report to Covered Entity any Breach of Unsecured PHI, including Breaches reported to it by a Subcontractor, as soon as it (or any of its employees or agents) becomes aware of any such Breach, and in no case later than two (2) business days after it (or any of its employees or agents) becomes aware of the Breach, except when a law enforcement official determines that a notification would impede a criminal investigation or cause damage to national security.

6.2 Business Associate shall provide Covered Entity with the names of the individuals whose Unsecured PHI has been, or is reasonably believed to have been, the subject of the Breach and any other available information that is required to be given to the affected individuals, as set forth in 45 CFR § 164.404(c), and, if requested by Covered Entity, information necessary for Covered Entity to investigate the impermissible use or disclosure. Business Associate shall continue to provide to Covered Entity information concerning the Breach as it becomes available to it. Business Associate shall require its Subcontractor(s) to agree to these same terms and conditions.

6.3 When Business Associate determines that an impermissible acquisition, use or disclosure of PHI by a member of its workforce is not a Breach, as that term is defined in 45 CFR § 164.402, and therefore does not necessitate notice to the impacted individual(s), it shall document its assessment of risk, conducted as set forth in 45 CFR § 402(2). When requested by Covered Entity, Business Associate shall make its risk assessments available to Covered Entity. It shall also provide Covered Entity with 1) the name of the person(s) making the assessment, 2) a brief summary of the facts, and 3) a brief statement of the reasons supporting the determination of low probability that the PHI had been compromised. When a breach is the responsibility of a member of its Subcontractor's workforce, Business Associate shall either 1) conduct its own risk assessment and draft a summary of the event and assessment or 2) require its Subcontractor to conduct the assessment and draft a summary of the event. In either case, Business Associate shall make

these assessments and reports available to Covered Entity.

6.4 Business Associate shall require, by contract, a Subcontractor to report to Business Associate and Covered Entity any Breach of which the Subcontractor becomes aware, no later than two (2) business days after becomes aware of the Breach.

7. **Mitigation and Corrective Action.** Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to it of an impermissible use or disclosure of PHI, even if the impermissible use or disclosure does not constitute a Breach. Business Associate shall draft and carry out a plan of corrective action to address any incident of impermissible use or disclosure of PHI. If requested by Covered Entity, Business Associate shall make its mitigation and corrective action plans available to Covered Entity. Business Associate shall require a Subcontractor to agree to these same terms and conditions.

8. **Providing Notice of Breaches.**

8.1 If Covered Entity determines that an impermissible acquisition, access, use or disclosure of PHI for which one of Business Associate's employees or agents was responsible constitutes a Breach as defined in 45 CFR § 164.402, and if requested by Covered Entity, Business Associate shall provide notice to the individual(s) whose PHI has been the subject of the Breach. When requested to provide notice, Business Associate shall consult with Covered Entity about the timeliness, content and method of notice, and shall receive Covered Entity's approval concerning these elements. The cost of notice and related remedies shall be borne by Business Associate.

8.2 If Covered Entity or Business Associate determines that an impermissible acquisition, access, use or disclosure of PHI by a Subcontractor of Business Associate constitutes a Breach as defined in 45 CFR § 164.402, and if requested by Covered Entity or Business Associate, Subcontractor shall provide notice to the individual(s) whose PHI has been the subject of the Breach. When Covered Entity requests that Business Associate or its Subcontractor provide notice, Business Associate shall either 1) consult with Covered Entity about the specifics of the notice as set forth in section 8.1, above, or 2) require, by contract, its Subcontractor to consult with Covered Entity about the specifics of the notice as set forth in section 8.1

8.3 The notice to affected individuals shall be provided as soon as reasonably possible and in no case later than 60 calendar days after Business Associate reported the Breach to Covered Entity.

8.4 The notice to affected individuals shall be written in plain language and shall include, to the extent possible, 1) a brief description of what happened, 2) a description of the types of Unsecured PHI that were involved in the Breach, 3) any steps individuals can take to protect themselves from potential harm resulting from the Breach, 4) a brief description of what the Business Associate is doing to investigate the Breach, to mitigate harm to individuals and to protect against further Breaches, and 5) contact procedures for

individuals to ask questions or obtain additional information, as set forth in 45 CFR § 164.404(c).

8.5 Business Associate shall notify individuals of Breaches as specified in 45 CFR § 164.404(d) (methods of individual notice). In addition, when a Breach involves more than 500 residents of Vermont, Business Associate shall, if requested by Covered Entity, notify prominent media outlets serving Vermont, following the requirements set forth in 45 CFR § 164.406.

9. Agreements with Subcontractors. Business Associate shall enter into a Business Associate Agreement with any Subcontractor to whom it provides PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity in which the Subcontractor agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such PHI. Business Associate must enter into this Business Associate Agreement before any use by or disclosure of PHI to such agent. The written agreement must identify Covered Entity as a direct and intended third party beneficiary with the right to enforce any breach of the agreement concerning the use or disclosure of PHI. Business Associate shall provide a copy of the Business Associate Agreement it enters into with a subcontractor to Covered Entity upon request. Business associate may not make any disclosure of PHI to any Subcontractor without prior written consent of Covered Entity.

10. Access to PHI. Business Associate shall provide access to PHI in a Designated Record Set to Covered Entity or as directed by Covered Entity to an Individual to meet the requirements under 45 CFR § 164.524. Business Associate shall provide such access in the time and manner reasonably designated by Covered Entity. Within three (3) business days, Business Associate shall forward to Covered Entity for handling any request for access to PHI that Business Associate directly receives from an Individual.

11. Amendment of PHI. Business Associate shall make any amendments to PHI in a Designated Record Set that Covered Entity directs or agrees to pursuant to 45 CFR § 164.526, whether at the request of Covered Entity or an Individual. Business Associate shall make such amendments in the time and manner reasonably designated by Covered Entity. Within three (3) business days, Business Associate shall forward to Covered Entity for handling any request for amendment to PHI that Business Associate directly receives from an Individual.

12. Accounting of Disclosures. Business Associate shall document disclosures of PHI and all information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528. Business Associate shall provide such information to Covered Entity or as directed by Covered Entity to an Individual, to permit Covered Entity to respond to an accounting request. Business Associate shall provide such information in the time and manner reasonably designated by Covered Entity. Within three (3) business days, Business Associate shall forward to Covered Entity for handling any accounting request that Business Associate directly receives from an Individual.

13. Books and Records. Subject to the attorney-client and other applicable legal privileges, Business Associate shall make its internal practices, books, and records (including policies and procedures and PHI) relating to the use and disclosure of PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity available to the Secretary of HHS in the time and manner designated by the Secretary. Business Associate shall make the same information available to Covered Entity, upon Covered Entity's request, in the time and manner reasonably designated by Covered Entity so that Covered Entity may determine whether Business Associate is in compliance with this Agreement.

14. Termination.

14.1 This Agreement commences on the Effective Date and shall remain in effect until terminated by Covered Entity or until all of the PHI provided by Covered Entity to Business Associate or created or received by Business Associate on behalf of Covered Entity is destroyed or returned to Covered Entity subject to Section 19.8.

14.2 If Business Associate breaches any material term of this Agreement, Covered Entity may either: (a) provide an opportunity for Business Associate to cure the breach and Covered Entity may terminate the contract or grant without liability or penalty if Business Associate does not cure the breach within the time specified by Covered Entity; or (b) immediately terminate the contract or grant without liability or penalty if Covered Entity believes that cure is not reasonably possible; or (c) if neither termination nor cure are feasible, Covered Entity shall report the breach to the Secretary. Covered Entity has the right to seek to cure any breach by Business Associate and this right, regardless of whether Covered Entity cures such breach, does not lessen any right or remedy available to Covered Entity at law, in equity, or under the contract or grant, nor does it lessen Business Associate's responsibility for such breach or its duty to cure such breach.

15. Return/Destruction of PHI.

15.1 Business Associate in connection with the expiration or termination of the contract or grant shall return or destroy, at the discretion of the Covered Entity, all PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity pursuant to this contract or grant that Business Associate still maintains in any form or medium (including electronic) within thirty (30) days after such expiration or termination. Business Associate shall not retain any copies of the PHI. Business Associate shall certify in writing for Covered Entity (1) when all PHI has been returned or destroyed and (2) that Business Associate does not continue to maintain any PHI. Business Associate is to provide this certification during this thirty (30) day period.

15.2 Business Associate shall provide to Covered Entity notification of any conditions that Business Associate believes make the return or destruction of PHI infeasible. If Covered Entity agrees that return or destruction is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible for so long as

Business Associate maintains such PHI. This shall also apply to all Agents and Subcontractors of Business Associate.

16. Penalties. Business Associate understands that: (a) there may be civil or criminal penalties for misuse or misappropriation of PHI and (b) violations of this Agreement may result in notification by Covered Entity to law enforcement officials and regulatory, accreditation, and licensure organizations.

17. Training. Business Associate understands that it is its obligation to comply with the law and shall provide appropriate training and education to ensure compliance with this Agreement. If requested by Covered Entity, Business Associate shall participate in AHS training regarding the use, confidentiality, and security of PHI, however, participation in such training shall not supplant nor relieve Business Associate of its obligations under this Agreement to independently assure compliance with the law and this Agreement.

18. Security Rule Obligations. The following provisions of this section apply to the extent that Business Associate creates, receives, maintains or transmits Electronic PHI on behalf of Covered Entity.

18.1 Business Associate shall implement and use administrative, physical, and technical safeguards in compliance with 45 CFR sections 164.308, 164.310, and 164.312 with respect to the Electronic PHI that it creates, receives, maintains or transmits on behalf of Covered Entity. Business Associate shall identify in writing upon request from Covered Entity all of the safeguards that it uses to protect such Electronic PHI.

18.2 Business Associate shall ensure that any Agent and Subcontractor to whom it provides Electronic PHI agrees in a written agreement to implement and use administrative, physical, and technical safeguards that reasonably and appropriately protect the Confidentiality, Integrity and Availability of the Electronic PHI. Business Associate must enter into this written agreement before any use or disclosure of Electronic PHI by such Agent or Subcontractor. The written agreement must identify Covered Entity as a direct and intended third party beneficiary with the right to enforce any breach of the agreement concerning the use or disclosure of Electronic PHI. Business Associate shall provide a copy of the written agreement to Covered Entity upon request. Business Associate may not make any disclosure of Electronic PHI to any Agent or Subcontractor without the prior written consent of Covered Entity.

18.3 Business Associate shall report in writing to Covered Entity any Security Incident pertaining to such Electronic PHI (whether involving Business Associate or an Agent or Subcontractor). Business Associate shall provide this written report as soon as it becomes aware of any such Security Incident, and in no case later than two (2) business days after it becomes aware of the incident. Business Associate shall provide Covered Entity with the information necessary for Covered Entity to investigate any such Security Incident.

18.4 Business Associate shall comply with any reasonable policies and procedures

Covered Entity implements to obtain compliance under the Security Rule.

19. Miscellaneous.

19.1 In the event of any conflict or inconsistency between the terms of this Agreement and the terms of the contract/grant, the terms of this Agreement shall govern with respect to its subject matter. Otherwise, the terms of the contract/grant continue in effect.

19.2 Business Associate shall cooperate with Covered Entity to amend this Agreement from time to time as is necessary for Covered Entity to comply with the Privacy Rule, the Security Rule, or any other standards promulgated under HIPAA.

19.3 Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule, Security Rule, or any other standards promulgated under HIPAA.

19.4 In addition to applicable Vermont law, the parties shall rely on applicable federal law (e.g., HIPAA, the Privacy Rule and Security Rule, and the HIPAA omnibus final rule) in construing the meaning and effect of this Agreement.

19.5 As between Business Associate and Covered Entity, Covered Entity owns all PHI provided by Covered Entity to Business Associate or created or received by Business Associate on behalf of Covered Entity.

19.6 Business Associate shall abide by the terms and conditions of this Agreement with respect to all PHI it receives from Covered Entity or creates or receives on behalf of Covered Entity even if some of that information relates to specific services for which Business Associate may not be a “Business Associate” of Covered Entity under the Privacy Rule.

19.7 Business Associate is prohibited from directly or indirectly receiving any remuneration in exchange for an individual’s PHI. Business Associate will refrain from marketing activities that would violate HIPAA, including specifically Section 13406 of the HITECH Act. Reports or data containing the PHI may not be sold without Agency’s or the affected individual’s written consent.

19.8 The provisions of this Agreement that by their terms encompass continuing rights or responsibilities shall survive the expiration or termination of this Agreement. For example: (a) the provisions of this Agreement shall continue to apply if Covered Entity determines that it would be infeasible for Business Associate to return or destroy PHI as provided in Section 14.2 and (b) the obligation of Business Associate to provide an accounting of disclosures as set forth in Section 12 survives the expiration or termination of this Agreement with respect to accounting requests, if any, made after such expiration or termination.

Rev: 7/7/17

AGENCY OF HUMAN SERVICES' CUSTOMARY CONTRACT/GRANT PROVISIONS

1. **Definitions:** For purposes of this Attachment F, the term “Agreement” shall mean the form of the contract or grant, with all of its parts, into which this Attachment F is incorporated. The meaning of the term “Party” when used in this Attachment F shall mean any named party to this Agreement *other than* the State of Vermont, the Agency of Human Services (AHS) and any of the departments, boards, offices and business units named in this Agreement. As such, the term “Party” shall mean, when used in this Attachment F, the Contractor or Grantee with whom the State of Vermont is executing this Agreement. If Party, when permitted to do so under this Agreement, seeks by way of any subcontract, sub-grant or other form of provider agreement to employ any other person or entity to perform any of the obligations of Party under this Agreement, Party shall be obligated to ensure that all terms of this Attachment F are followed. As such, the term “Party” as used herein shall also be construed as applicable to, and describing the obligations of, any subcontractor, sub-recipient or sub-grantee of this Agreement. Any such use or construction of the term “Party” shall not, however, give any subcontractor, sub-recipient or sub-grantee any substantive right in this Agreement without an express written agreement to that effect by the State of Vermont.
2. **Agency of Human Services:** The Agency of Human Services is responsible for overseeing all contracts and grants entered by any of its departments, boards, offices and business units, however denominated. The Agency of Human Services, through the business office of the Office of the Secretary, and through its Field Services Directors, will share with any named AHS-associated party to this Agreement oversight, monitoring and enforcement responsibilities. Party agrees to cooperate with both the named AHS-associated party to this contract and with the Agency of Human Services itself with respect to the resolution of any issues relating to the performance and interpretation of this Agreement, payment matters and legal compliance.
3. **Medicaid Program Parties** (*applicable to any Party providing services and supports paid for under Vermont’s Medicaid program and Vermont’s Global Commitment to Health Waiver*):

Inspection and Retention of Records: In addition to any other requirement under this Agreement or at law, Party must fulfill all state and federal legal requirements, and will comply with all requests appropriate to enable the Agency of Human Services, the U.S. Department of Health and Human Services (along with its Inspector General and the Centers for Medicare and Medicaid Services), the Comptroller General, the Government Accounting Office, or any of their designees: (i) to evaluate through inspection or other means the quality, appropriateness, and timeliness of services performed under this Agreement; and (ii) to inspect and audit any records, financial data, contracts, computer or other electronic systems of Party relating to the performance of services under Vermont’s Medicaid program and Vermont’s Global Commitment to Health Waiver. Party will retain for ten years all documents required to be retained pursuant to 42 CFR 438.3(u).

Subcontracting for Medicaid Services: Notwithstanding any permitted subcontracting of services to be performed under this Agreement, Party shall remain responsible for ensuring that this Agreement is fully performed according to its terms, that subcontractor remains in compliance with the terms hereof, and that subcontractor complies with all state and federal laws and regulations relating to the Medicaid program in Vermont. Subcontracts, and any service provider agreements entered into by Party in connection with the performance of this Agreement, must clearly specify in writing the responsibilities of the subcontractor or other service provider and Party must retain the authority to revoke its subcontract or service provider agreement or to impose other sanctions if the performance of the

subcontractor or service provider is inadequate or if its performance deviates from any requirement of this Agreement. Party shall make available on request all contracts, subcontracts and service provider agreements between the Party, subcontractors and other service providers to the Agency of Human Services and any of its departments as well as to the Center for Medicare and Medicaid Services.

Medicaid Notification of Termination Requirements: Party shall follow the Department of Vermont Health Access Managed-Care-Organization enrollee-notification requirements, to include the requirement that Party provide timely notice of any termination of its practice.

Encounter Data: Party shall provide encounter data to the Agency of Human Services and/or its departments and ensure further that the data and services provided can be linked to and supported by enrollee eligibility files maintained by the State.

Federal Medicaid System Security Requirements Compliance: Party shall provide a security plan, risk assessment, and security controls review document within three months of the start date of this Agreement (and update it annually thereafter) in order to support audit compliance with 45 CFR 95.621 subpart F, *ADP System Security Requirements and Review Process*.

4. **Workplace Violence Prevention and Crisis Response** (*applicable to any Party and any subcontractors and sub-grantees whose employees or other service providers deliver social or mental health services directly to individual recipients of such services*):

Party shall establish a written workplace violence prevention and crisis response policy meeting the requirements of Act 109 (2016), 33 VSA §8201(b), for the benefit of employees delivering direct social or mental health services. Party shall, in preparing its policy, consult with the guidelines promulgated by the U.S. Occupational Safety and Health Administration for *Preventing Workplace Violence for Healthcare and Social Services Workers*, as those guidelines may from time to time be amended.

Party, through its violence protection and crisis response committee, shall evaluate the efficacy of its policy, and update the policy as appropriate, at least annually. The policy and any written evaluations thereof shall be provided to employees delivering direct social or mental health services.

Party will ensure that any subcontractor and sub-grantee who hires employees (or contracts with service providers) who deliver social or mental health services directly to individual recipients of such services, complies with all requirements of this Section.

5. **Non-Discrimination:**

Party shall not discriminate, and will prohibit its employees, agents, subcontractors, sub-grantees and other service providers from discrimination, on the basis of age under the Age Discrimination Act of 1975, on the basis of handicap under section 504 of the Rehabilitation Act of 1973, on the basis of sex under Title IX of the Education Amendments of 1972, and on the basis of race, color or national origin under Title VI of the Civil Rights Act of 1964. Party shall not refuse, withhold from or deny to any person the benefit of services, facilities, goods, privileges, advantages, or benefits of public accommodation on the basis of disability, race, creed, color, national origin, marital status, sex, sexual orientation or gender identity as provided by Title 9 V.S.A. Chapter 139.

No person shall on the grounds of religion or on the grounds of sex (including, on the grounds that a woman is pregnant), be excluded from participation in, be denied the benefits of, or be subjected to

discrimination, to include sexual harassment, under any program or activity supported by State of Vermont and/or federal funds.

Party further shall 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, requiring that contractors and subcontractors receiving federal funds assure that persons with limited English proficiency can meaningfully access services. To the extent Party provides assistance to individuals with limited English proficiency through the use of oral or written translation or interpretive services, such individuals cannot be required to pay for such services.

6. **Employees and Independent Contractors:**

Party agrees that it shall comply with the laws of the State of Vermont with respect to the appropriate classification of its workers and service providers as “employees” and “independent contractors” for all purposes, to include for purposes related to unemployment compensation insurance and workers compensation coverage, and proper payment and reporting of wages. Party agrees to ensure that all of its subcontractors or sub-grantees also remain in legal compliance as to the appropriate classification of “workers” and “independent contractors” relating to unemployment compensation insurance and workers compensation coverage, and proper payment and reporting of wages. Party will on request provide to the Agency of Human Services information pertaining to the classification of its employees to include the basis for the classification. Failure to comply with these obligations may result in termination of this Agreement.

7. **Data Protection and Privacy:**

Protected Health Information: Party shall maintain the privacy and security of all individually identifiable health information acquired by or provided to it as a part of the performance of this Agreement. Party shall follow federal and state law relating to privacy and security of individually identifiable health information as applicable, including the Health Insurance Portability and Accountability Act (HIPAA) and its federal regulations.

Substance Abuse Treatment Information: Substance abuse treatment information shall be maintained in compliance with 42 C.F.R. Part 2 if the Party or subcontractor(s) are Part 2 covered programs, or if substance abuse treatment information is received from a Part 2 covered program by the Party or subcontractor(s).

Protection of Personal Information: Party agrees to comply with all applicable state and federal statutes to assure protection and security of personal information, or of any personally identifiable information (PII), including the Security Breach Notice Act, 9 V.S.A. § 2435, the Social Security Number Protection Act, 9 V.S.A. § 2440, the Document Safe Destruction Act, 9 V.S.A. § 2445 and 45 CFR 155.260. As used here, PII shall include any information, in any medium, including electronic, which can be used to distinguish or trace an individual’s identity, such as his/her name, social security number, biometric records, etc., either alone or when combined with any other personal or identifiable information that is linked or linkable to a specific person, such as date and place or birth, mother’s maiden name, etc.

Other Confidential Consumer Information: Party agrees to comply with the requirements of AHS Rule No. 08-048 concerning access to and uses of personal information relating to any beneficiary or recipient of goods, services or other forms of support. Party further agrees to comply with any applicable Vermont State Statute and other regulations respecting the right to individual privacy. Party shall ensure that all of its employees, subcontractors and other service providers performing services

under this agreement understand and preserve the sensitive, confidential and non-public nature of information to which they may have access.

Data Breaches: Party shall report to AHS, through its Chief Information Officer (CIO), any impermissible use or disclosure that compromises the security, confidentiality or privacy of any form of protected personal information identified above within 24 hours of the discovery of the breach. Party shall in addition comply with any other data breach notification requirements required under federal or state law.

8. **Abuse and Neglect of Children and Vulnerable Adults:**

Abuse Registry. Party agrees not to employ any individual, to use any volunteer or other service provider, or to otherwise provide reimbursement to any individual who in the performance of services connected with this agreement provides care, custody, treatment, transportation, or supervision to children or to vulnerable adults if there has been a substantiation of abuse or neglect or exploitation involving that individual. Party is responsible for confirming as to each individual having such contact with children or vulnerable adults the non-existence of a substantiated allegation of abuse, neglect or exploitation by verifying that fact through (a) as to vulnerable adults, the Adult Abuse Registry maintained by the Department of Disabilities, Aging and Independent Living and (b) as to children, the Central Child Protection Registry (unless the Party holds a valid child care license or registration from the Division of Child Development, Department for Children and Families). See 33 V.S.A. §4919(a)(3) and 33 V.S.A. §6911(c)(3).

Reporting of Abuse, Neglect, or Exploitation. Consistent with provisions of 33 V.S.A. §4913(a) and §6903, Party and any of its agents or employees who, in the performance of services connected with this agreement, (a) is a caregiver or has any other contact with clients and (b) has reasonable cause to believe that a child or vulnerable adult has been abused or neglected as defined in Chapter 49 or abused, neglected, or exploited as defined in Chapter 69 of Title 33 V.S.A. shall: as to children, make a report containing the information required by 33 V.S.A. §4914 to the Commissioner of the Department for Children and Families within 24 hours; or, as to a vulnerable adult, make a report containing the information required by 33 V.S.A. §6904 to the Division of Licensing and Protection at the Department of Disabilities, Aging, and Independent Living within 48 hours. Party will ensure that its agents or employees receive training on the reporting of abuse or neglect to children and abuse, neglect or exploitation of vulnerable adults.

9. **Information Technology Systems:**

Computing and Communication: Party shall select, in consultation with the Agency of Human Services' Information Technology unit, one of the approved methods for secure access to the State's systems and data, if required. Approved methods are based on the type of work performed by the Party as part of this agreement. Options include, but are not limited to:

1. Party's provision of certified computing equipment, peripherals and mobile devices, on a separate Party's network with separate internet access. The Agency of Human Services' accounts may or may not be provided.
2. State supplied and managed equipment and accounts to access state applications and data, including State issued active directory accounts and application specific accounts, which follow the National Institutes of Standards and Technology (NIST) security and the Health Insurance Portability & Accountability Act (HIPAA) standards.

Intellectual Property/Work Product Ownership: All data, technical information, materials first gathered, originated, developed, prepared, or obtained as a condition of this agreement and used in the performance of this agreement -- including, but not limited to all reports, surveys, plans, charts, literature, brochures, mailings, recordings (video or audio), pictures, drawings, analyses, graphic representations, software computer programs and accompanying documentation and printouts, notes and memoranda, written procedures and documents, which are prepared for or obtained specifically for this agreement, or are a result of the services required under this grant -- shall be considered "work for hire" and remain the property of the State of Vermont, regardless of the state of completion unless otherwise specified in this agreement. Such items shall be delivered to the State of Vermont upon 30-days notice by the State. With respect to software computer programs and / or source codes first developed for the State, all the work shall be considered "work for hire," i.e., the State, not the Party (or subcontractor or sub-grantee), shall have full and complete ownership of all software computer programs, documentation and/or source codes developed.

Party shall not sell or copyright a work product or item produced under this agreement without explicit permission from the State of Vermont.

If Party is operating a system or application on behalf of the State of Vermont, Party shall not make information entered into the system or application available for uses by any other party than the State of Vermont, without prior authorization by the State. Nothing herein shall entitle the State to pre-existing Party's materials.

Party acknowledges and agrees that should this agreement be in support of the State's implementation of the Patient Protection and Affordable Care Act of 2010, Party is subject to the certain property rights provisions of the Code of Federal Regulations and a Grant from the Department of Health and Human Services, Centers for Medicare & Medicaid Services. Such agreement will be subject to, and incorporates here by reference, 45 CFR 74.36, 45 CFR 92.34 and 45 CFR 95.617 governing rights to intangible property.

Security and Data Transfers: Party shall comply with all applicable State and Agency of Human Services' policies and standards, especially those related to privacy and security. The State will advise the Party of any new policies, procedures, or protocols developed during the term of this agreement as they are issued and will work with the Party to implement any required.

Party will ensure the physical and data security associated with computer equipment, including desktops, notebooks, and other portable devices, used in connection with this Agreement. Party will also assure that any media or mechanism used to store or transfer data to or from the State includes industry standard security mechanisms such as continually up-to-date malware protection and encryption. Party will make every reasonable effort to ensure media or data files transferred to the State are virus and spyware free. At the conclusion of this agreement and after successful delivery of the data to the State, Party shall securely delete data (including archival backups) from Party's equipment that contains individually identifiable records, in accordance with standards adopted by the Agency of Human Services.

Party, in the event of a data breach, shall comply with the terms of Section 7 above.

10. **Other Provisions:**

Environmental Tobacco Smoke. Public Law 103-227 (also known as the Pro-Children Act of 1994) and Vermont's Act 135 (2014) (An act relating to smoking in lodging establishments, hospitals, and child care facilities, and on State lands) restrict the use of tobacco products in certain settings. Party shall ensure that no person is permitted: (i) to use tobacco products or tobacco substitutes as defined in 7 V.S.A. § 1001 on the premises, both indoor and outdoor, of any licensed child care center or afterschool program at any time; (ii) to use tobacco products or tobacco substitutes on the premises, both indoor and in any outdoor area designated for child care, health or day care services, kindergarten, pre-kindergarten, elementary, or secondary education or library services; and (iii) to use tobacco products or tobacco substitutes on the premises of a licensed or registered family child care home while children are present and in care. Party will refrain from promoting the use of tobacco products for all clients and from making tobacco products available to minors.

Failure to comply with the provisions of the federal law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. The federal Pro-Children Act of 1994, however, does not apply to portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where Women, Infants, & Children (WIC) coupons are redeemed.

2-1-1 Database: If Party provides health or human services within Vermont, or if Party provides such services near the Vermont border readily accessible to residents of Vermont, Party shall adhere to the "Inclusion/Exclusion" policy of Vermont's United Way/Vermont 211 (Vermont 211), and will provide to Vermont 211 relevant descriptive information regarding its agency, programs and/or contact information as well as accurate and up to date information to its database as requested. The "Inclusion/Exclusion" policy can be found at www.vermont211.org.

Voter Registration: When designated by the Secretary of State, Party 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.

Drug Free Workplace Act: Party will assure a drug-free workplace in accordance with 45 CFR Part 76.

Lobbying: No federal funds under this agreement may be used to influence or attempt to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendments other than federal appropriated funds.

Appendix C

AAA Budget Information

A. Resource Projections: The Department will issue the resource projections as close to April of the prior Federal Fiscal year as possible using the best published data available as of March of the prior Federal Fiscal year. The Department will send AAA's the methodology used in determining the resource projections, so that AAAs will have an opportunity to review the methodology and ask questions.

B. General Rules Pertaining to AAA Funding

- Title III funds, with the exception of Title III-E funds, must be matched by fifteen percent (15%) non-Federal match. Five percent (5%) of the non-federal match must be state funds. National Family Caregiver Program funds, Title III-E, must be matched with a twenty-five percent (25%) non-federal match.
- Title III funds used for Area Plan Administration (APA) require a twenty five percent (25%) non-Federal match. Expenses for Area Plan Administration should be recognizable by FASB 116 and 117. Area Plan Administration must be funded with Title IIIC-1 or non-AoA funding source. An AAA may only apply APA to programs not listed as allowable direct services in Section V (Waivers).
- Each AAA must budget their allocated funds for Area Plan Administration or the State will redistribute any unbudgeted funds by formula to other AAAs.
- AAAs budget allocations of Title III-B, III-C-1 or III-C-2 funds require the approval of DAIL. The Department limits the amount of funds that each AAA may transfer to not more than 30% between Titles III-B and C, or not more than 40% between Titles III-C-1 and III-C-2.
- Title III-B funds are for Supportive Services only. IIIB funding is to support the coordination and delivery of the services and cannot be used for the purchase of goods, with the exception of assistive technology.
- Title III-C-1 funds are for Congregate Meal programs, nutrition counseling, education and other nutrition services, and Area Plan Administration.
- Title III-C-2 funds are for Home Delivered Meals, nutrition counseling, education and other nutrition services.
- Title III-D funds are for Disease Prevention and Health Promotion Programs and activities which have been demonstrated through rigorous evaluation to be evidenced based and effective

for improving the health and well-being or reducing disease, disability and/or injury among older adults. (ACL revised the definition of “evidence-based” as of 10/01/16. The revised definition can be found here: http://www.aoa.acl.gov/aoa_programs/hpw/title_IIID/index.aspx)

- Title III-E funds are for the National Family Caregiver Support Program. Funds may be used to provide the five categories of services authorized in the OAA: 1) information services; 2) access assistance; 3) counseling; 4) respite care; and 5) supplemental services. All Case Management, Information and Assistance, Respite and other expenses for family caregivers should be budgeted in this program. The category of supplemental services is designed to be used on a limited basis. As a result, each AAA must receive approval from the Department **in advance** of providing supplemental services and may dedicate no more than twenty percent of the Federal funding to this category. AAA are also required to provide caregiver services to older relative caregivers of children age 18 and younger, but may dedicate no more than ten percent of federal funding to this type of service. Please refer to the additional NFCSP requirements in Section III of this document.
- Title VII funds are for Elder Abuse Prevention services, including public education and outreach, training, service coordination, and multidisciplinary activities.
- Nutrition Services Incentive Program (NSIP) funds are to support the Congregate and Home-Delivered Nutrition Programs by providing an incentive to serve more meals. NSIP funds must be used exclusively to purchase food, not meal preparation and may not be used to pay for other nutrition-related services such as nutrition education or for State or local administrative costs.
- Each AAA shall expend at least 65% of Part B funds for Access to Services, 1% of Part B funds for In-home Services and 5% of Part B funds for Legal Assistance.
- AAAs must budget expenses for Nutrition Education since it is a State required activity.
- Food and Nutrition Services (FNS - Food Stamp Outreach Program) require a fifty percent (50%) non-Federal match. These funds must be allocated within the Case Management and Information & Assistance programs, and in the Information and Access Assistance programs under Title III E.
- Administrative costs are to be spread by the percentage of total cash expenses to each program.
- Equipment costing over \$5,000/unit must have authorization from the funding source if Federal funds are to be used.
- Local funds must be expended in accordance with the budgeted use of local funds.
- AAAs may only use their anticipated current year funding and unbudgeted prior year funds, unless DAIL has an audit or draft audit identifying the carryover amounts from the prior year.

- An Area Agency on Aging must expend 85% of its annual allocation and any carryover of special service funds during the current year. Special service funds are used to help meet the unmet needs of individuals for which there are no other available resources.
- The Department will only allow an AAA to draw in a proportionate share of their Title III, Title VII funds, State Base General Fund, Special Services, Nutrition Service-Meals, Flexible funds, Nutrition Services Incentive Program funds (NSIP), and Volunteer Outreach funds each month (i.e. 1/12th per month). Cash requests above the proportionate share will require an acceptable explanation. AAA will minimize the elapse time between the Federal funds drawn and the expenditure of funds for program purposes.
- Grants for the Provision of Long Term Care Services (Flexible Funding) Expenses/Revenue - Allocate the revenue and expenses to the applicable program center. For instance, if you are purchasing adult day services and transportation services with coalition funds you should report the expenses and revenue in the adult day and transportation program columns. You should report the revenue from the flex fund grant agreements in the "State Other."

There are many other specific regulations, rules and/or policies attached to specific revenue sources such as the Senior Companion program, for example. More information about specific requirements can be found in the grant agreements, contracts and program regulations for a specific revenue source. The above list is not meant as a comprehensive list of rules for AAA funding, but should serve as a list of some more general rules that AAAs should be aware of.

C. Use of Specific Categories of State General Funds:

Within the AAA Resource Projections, state general funds are allocated for several specific state general fund categories including:

1. Volunteer Outreach Funds
2. Nutrition Service & Home Delivered Meals
3. Alzheimer's Fund
4. Long Term Care Flex Funds
5. Special Services Fund
6. 3SquaresVT (Transfer to DCF)
7. Elder Care Clinician (Transfer to DMH)

Note that Medicaid funded programs, such as self-neglect grants, are not included in the resource projections.

Below are guidelines for usage of these funds:

- Volunteer Outreach Funds: To be used to increase the AAAs' capacity to make effective use of volunteers, including increasing volunteers and volunteer hours.
- Nutrition Service & Home Delivered Meals: To be used to support the Title III-C home-delivered meals and congregate meals programs.

- **Alzheimer’s Fund:** Also known as the State Dementia Respite Grant Program, to be used to support the well-being of family caregivers of people diagnosed with Alzheimer’s Disease or another form of dementia. DAIL has specific grant agreements with AAAs which include additional details on the allowable usage of these funds.
- **Long Term Care Flex Funds:** To be used to support individuals age 60 and older or people with disabilities to be able to maintain their independence and live in the setting of their choice. Unlike OAA Title III-B funding which can only be used for service-related supports, these funds may be used for living expenses (i.e. rent or utilities), home repairs and adaptive equipment, and the purchase of products (i.e. dentures or eyeglasses) in addition to services such as personal care. Special consideration should be given to serve those in greatest economic and social need in the service area.
- **Special Services:** To be used according to the same guidelines as Long Term Care Flex Funds above.
- **3SquaresVT:** This is funding transferred by MOU from DAIL to the Department for Children and Families (DCF) to support outreach and application assistance to older Vermonters who may be eligible for 3SquaresVT food benefits. DCF manages the grants directly with the AAAs.
- **Elder Care Clinician:** This is funding to serve older Vermonters who need mental health services but are unable to access those services in an office and so are served in their homes. Funding is managed by MOU from DAIL to the Department of Mental Health (DMH) for Medicaid reimbursement. Funding is distributed by DAIL to the AAAs who contract with the designated mental health agencies in their region to provide the direct mental health services.

D. Use of Base Allocation of State General Funds:

In addition to OAA funding, DAIL manages State General Funds provided to AAAs to supplement the OAA funds for services. A portion of these funds are targeted to specific programs and services with separate requirements. Another portion are considered base general funds or the base allocation. The following principles for the use of base general funds should guide all AAAs in funding allocation decisions:

1. Funds should be targeted to serve those in greatest social and economic need, consistent with the OAA and AAA mission.
2. Funds should be used to supplement OAA funds when OAA funds do not suffice to meet targeted service needs.
3. Funds can be used flexibly in that they are designed to be responsive to local needs or changes and to support organizational and programmatic stability.

Moving Base State General Funds: If a AAA plans to make a budgetary change from one fiscal year to the next, moving more than \$50,000 from one budgetary category to another, the DAIL business office and SUA requires an explanation in advance of budget submission to understand the proposed change and its impact on services. The AAA must make this request at least 15 days in advance of the budget submission deadline.

E. Expense Line Item Definitions

1. **Personnel** - Wages paid to agency employees. Includes stipends.
2. **Fringe**- Fringe benefits paid to agency employees and volunteers. Includes worker's compensation.
3. **Travel** - All mileage and other reimbursement (meals, lodging) related to agency employee, volunteer or board member travel.
4. **Supplies** - Consumables, such as paper goods, disposable office products, forms, napkins, meals trays etc. Does not include raw food in the context of congregate or home delivered meals. These costs should not be allocated, if other costs incurred for the same purpose are directly charged to an activity. When several activities benefit from a cost and it is not possible or material to directly charge the cost, the cost should be distributed to the individual activities by a means that best reflects the relative benefit of each activity. AAAs should be prepared to explain the way costs are spread.
5. **Rent/Utilities** - Costs associated with building rental and maintenance. Includes trash removal. Does not include insurance. These costs should not be allocated, if other costs incurred for the same purpose are directly charged to an activity. When several activities benefit from a cost and it is not possible or material to directly charge the cost, the cost should be distributed to the individual activities by a means that best reflects the relative benefit of each activity. AAAs should be prepared to explain how the costs are spread.
6. **Telephone/Postage** - These costs should not be allocated, if other costs incurred for the same purpose are directly charged to an activity. When several activities benefit from a cost and it is not possible or material to directly charge the cost, the cost should be distributed to the individual activities by a means that best reflects the relative benefit of each activity. AAAs should be prepared to explain the way the costs are spread.
7. **Equipment** - Costs associated with purchasing, maintaining and repairing equipment to operate the agency and its programs. Leases for equipment should be recorded here. Computer, photocopier, postage equipment and equipment maintenance contracts should be included. Expenses for equipment purchased for clients should be recorded under grants/contracts.
8. **Insurance** - This includes policies related to agency business but not to employee wages. Examples include vehicle insurance, property liability and directors'/officers' liability. Worker's compensation is not included. The cost of policies should be assigned to administration or spread to programs based upon an analysis of the policy. If this analysis is not provided with the policy, the AAA should request it.
9. **Audit** - Costs associated with agency audits or for audits by specific programs.
10. **Vehicle Operating Costs** - Costs associated with purchasing, operating, maintaining and repairing vehicles owned by the agency. The actual purchase cost should be included under equipment. Vehicle operations costs do not include mileage reimbursement for staff volunteers. If vehicles are used for multiple purposes, agencies should decide which purpose is primary at the point in time the vehicle is being used and assign the expense to the primary activity. For example, if a van is used to transport people, at the same time delivers meals and would be transporting people even if there were not meals to deliver, the expense should be assigned to transportation. Another example: If a van is used to deliver meals on Tuesday and then transport people on Wednesday, the expense should be assigned both to transportation and to home-delivered meals based upon time spent delivering meals and time spent transporting people.
11. **Raw Food** - Cost associated with purchase of food for nutrition services. Does not include beverages and food for staff meetings. Costs for raw food used in preparing meals by agency

staff should be split by the ratio of agency prepared home-delivered to congregate meals. The ratio should not include meals prepared under contract.

12. **Training** - Costs associated with organizing or participating in training excluding personnel and staff travel. Includes registration, coffee and donuts, rental of meeting space, costs of hiring a trainer, etc.. Training expenses should be assigned to activities based upon the staff person receiving the training and the purpose of the training. For example, if a staff person is receiving training in case management, the expense should be in case management. Training expenses not assigned to particular staff in the budget should be included in the administration column. The expense during the year should be moved from administration to the appropriate activity when it is known.
13. **Other** - Expenses which do not fit into any of the other categories. Included are dues and subscriptions, advertising and recognition (plaques, flowers etc.). Under administration are included expenses for services purchased from individuals or organizations to accomplish agency administrative work which would otherwise need to be done by staff. Examples are payroll service, janitorial service and legal fees. It also includes contingency money for legal fees etc.
14. **Grants/Contracts** - Grants and contracts include the expense for any program expenses for adaptive equipment and home modifications purchased for clients.
15. **Administration** - This line item is the proportion of administrative expense in the administrative activity assigned to each program by its percent of the agency budget. Administration costs distributed to 'direct services' (services an AAA provides with an approved waiver) are area plan administration in accordance with Section 308 (a) (1) of the Older Americans Act. For budgeting purposes, case management is considered a non-direct 'allowable' service
Funds granted to the Community of Vermont Elders should be budgeted as Administration. Funds utilized to secure the services of a registered dietician for the purpose of performing menu reviews is an allowable administrative expense.
16. **Fundraising** - This line item represents a spread of fundraising costs from the fund raising activity. The fundraising expense should be covered by funds raised. Both the expense and the revenue produced should then be spread to the activities the agency decides to support with the fundraising event/activity.

F. Funding Formula Factors: To be provided under separate cover with the issuance of the resource projections, based on the best published data available as of March of the prior Federal Fiscal year.

Appendix D

AAA AREA PLAN APPROVAL PROCESS AND INTERIM FUNDING POLICY

Commissioner's Office
280 State Drive, HC2 South
Waterbury VT 05671-2020
Voice (802) 241-2401
Fax (802) 241-0384

To: Area Agency on Aging Executive Directors

From: Monica Caserta Hutt, Commissioner, DAIL, and Angela Smith-Dieng, State Unit on Aging Director, Adult Services Division, DAIL

Re: **AAA Area Plan Approval Process and Interim Funding Policy**

As we approach the beginning of a new Federal Fiscal Year, we are writing to outline the process the Department will be using for interim funding of Area Agencies on Aging pending approval of their Area Plan. Our goal in establishing this policy is to outline a clear and consistent approach that will result in a timely completion of the Area Plan process.

In order for an Area Plan to be accepted, the following items must be submitted and approved by Department staff:

- Area Plan - including: budget, signed Verification of Intent, Assurances, and all narrative information required in the AAA Area Plan Instructions, issued by the Department.

Department staff have provided a clear due date for submission of the above referenced information. Furthermore, the Department recognizes our responsibility to respond to your submissions within a reasonable timeframe.

Barring extenuating circumstances with an AAA, we will approve monthly funding accordingly:

From August 1 - September 30 of each year

Since you are still operating under an approved Area Plan, you will continue to receive your 1/12th payment each month in August and September.

From October 1 until completion of the Area Plan Update approval process:

1. If you have not completed the Area Plan approval process, you will receive 1/24 of your annual award for a monthly payment, regardless of whether or not deadlines have been met, until the approval process is complete.
2. If you believe there are extenuating circumstances that have impeded the Area Plan Update approval process, you must contact the appropriate Department staff to provide an explanation and to request that you receive 1/12 of your annual award for a monthly payment. We will not approve a 1/12 payment without a satisfactory explanation and a clear and realistic plan for bringing the Area Plan Update approval process to a timely conclusion. Please contact Tiffany Smith at tiffany.smith@vermont.gov or 241-0369 to discuss programmatic issues and Jordan Goodwin at 871-3218 or Jordan.goodwin@vermont.gov to discuss issues related to the budget.

We look forward to your cooperation in the timely completion of the Area Plan process.

Cc: Linda DuCharme
Bill Kelly

Appendix E

AAA Area Plan Report Elements and Due Dates FFY 2022 through FFY 2025

REPORT	ELEMENTS OF REPORT	SUBMISSION DUE DATE
FFY 2022 – 2025 FULL AREA PLAN	See Area Plan Instructions for all elements of report. Includes RBA progress report card covering January 1, – June 30, 2021	August 1, 2021
FFY 2022 RBA Report Card	FFY22 Initial RBA Report, covering October 1, 2021 - December 31, 2021 (three months).	February 1, 2022
FFY 2023 Area Plan Update	Includes a review of FFY22 overall progress as well as goals, plans and activities for FFY23. Includes RBA progress report card covering January 1, 2022 – June 30, 2022 (six months).	August 1, 2022
FFY 2022-2023 RBA Report Card	Covering July 1, 2022 – December 31, 2022 (six months).	February 1, 2023
FFY 2024 Area Plan Update	Includes a review of FFY23 overall progress as well as goals, plans and activities for FFY24. Includes RBA progress report card covering January 1, 2023 – June 30, 2023 (six months).	August 1, 2023
FFY 2023-2024 RBA Report Card	Covering July 1, 2023 – December 31, 2023 (six months).	February 1, 2024
FFY 2025 Area Plan Update	Includes a review of FFY24 overall progress as well as goals, plans and activities for FFY25. Includes RBA progress report card covering January 1, 2024 – June 30, 2024 (six months).	August 1, 2024
FFY 2024-2025 RBA Report Card	Covering July 1, 2024 – December 31, 2024 (six months).	February 1, 2025

For questions about reporting elements or timelines, contact Tiffany Smith at tiffany.smith@vermont.gov.

<NAME OF AAA>

Area Plan

Federal Fiscal years

XXXX - XXXX

RBA Report Cards

<<<<DATE>>>

<NAME OF AAA> AREA PLAN UPDATE

Section C

Goal/Outcome:

PROGRAM: <Enter existing program you are measuring here>

WHO does the program serve?

Give a brief statement/phrase/list to describe who the program serves. Who is meant to benefit from this program?

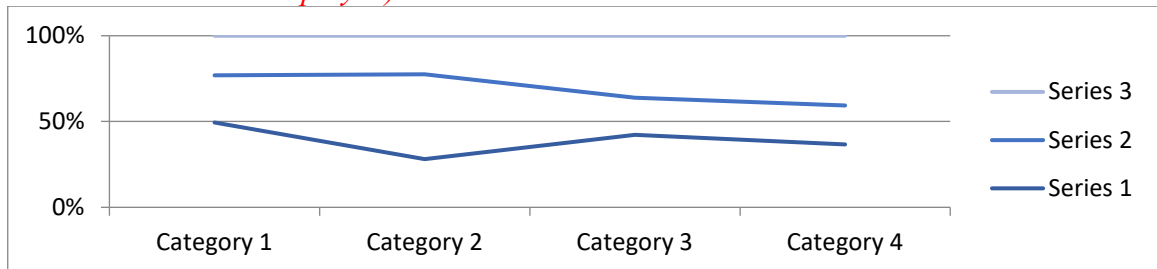
WHAT does the program do?

This is the classic program description/list of activities. Not a long narrative – just the high points of what the program does.

Headline Performance Measures: 3-5/program

1. <Enter performance measure here>

Insert chart showing the data. (note: this chart is a clip art example simply showing this is where the data is displayed)



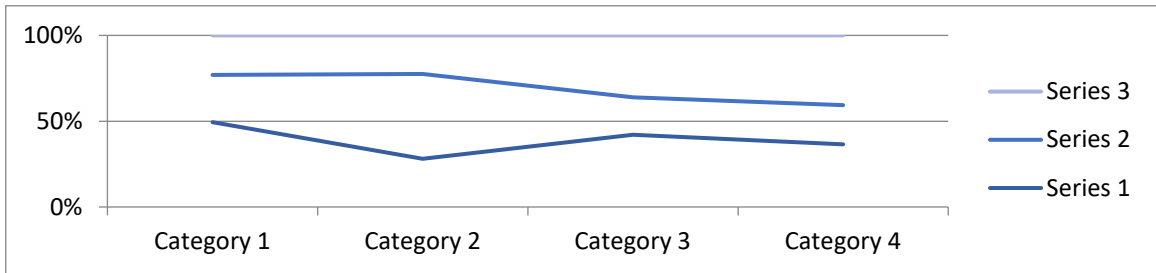
Story Behind the Curve: Analyze your data. Why does the curve look the way it does? What are the causes and forces at work? What information about the data does the reader need to know? What is the story?

What Works: What do we think would work? What would it take to do better? What has worked in other places outside of our community? What does the research tell us? What does our personal experience tell us?

Partners: Who are the potential partners (people and agencies, public and private). Who have a role to play in doing better?

Action plan: What do we propose to actually do? What will you do to improve/strengthen/sustain performance? This can be a combination of things which could be done immediately and things which are part of a multi-year strategy.

2. <Enter performance measure here>



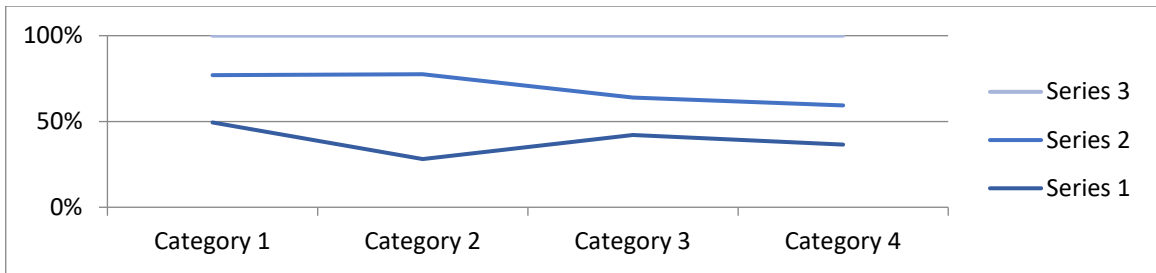
Story Behind the Curve:

What Works:

Partners:

Action:

3. <Enter performance measure here>



Story Behind the Curve:

What Works:

Partners:

Action plan:

<Enter next program (if applicable) and repeat>

Appendix G

REQUEST FORM FOR A DIRECT SERVICE WAIVER

Direct Provision of Services by the Area Agency on Aging
Per OAA Section 307(a)(8) and §1321.63

[Insert Name of Agency] requests approval of the State Unit on Aging for direct provision of the following service for Federal Fiscal Years [insert years].

Service: Service Area: (please clearly state if the service is for the entire AAA service area or for a certain geography within the service area)

Documentation of activities and results of such activities the AAA undertook to seek potential local providers to justify direct provision of service by AAA – please be comprehensive and specific:

Documentation of public input process as part of waiver request, including:

- Time period public input was solicited
- Locations where public input was solicited
- How (methods) public input was solicited and
- Results and outcomes of public input process

Please be comprehensive and specific:

Plan of action to build local provider capacity to provide direct service in the future - please be comprehensive and specific:

This direct service waiver is approved by: _____ for the following
time period: _____ Today's Date: _____