



A World Where Aging is Honored
CVCOA Helpline 1-800-642-5119

Central Vermont Council on Aging (CVCOA)

Area Plan FFY 2022-2025

Submitted: August 1, 2021

**Central Vermont Council on Aging
Area Plan FY 2022-2025**

TABLE OF CONTENTS

Section A.
 Verification of Intent with Signatures.....4-5
 CVCOA Mission Statement.....6
 Executive Summary..... 7-11
Section B. Needs Assessment..... 12-14
Section C. Community Focal Points..... 15-20
Section D. Goals, Objectives, Strategies, Performance Measures21-38
Section E. Agency Plan for Data Management and/or Development.....39
Section F. Continuous Quality Improvement Plan..... 40-41
Section G. Request for Direct Service Waivers.....42-44
Section H. Public Hearing..... 45
Appendices
 A. Assurances with Standard State Grant Attachments.....46-88
 B. Organizational Structure
 Chart of Organizational Structure.....89
 Advisory Council List.....90-91
 Board Composition..... 92-93
 C. Emergency Preparedness or Continuity of Operations Plan.....94-106

Policies and Procedures (auxiliary documents in separate attachment):

- Authorization to sign
- Corporation bylaws
- Certification of agency incorporation
- Articles of Association or incorporation
- IRS tax exempt letter
- Affirmative Action Plan
- Grievance procedures with explanation of how the AAA ensures that people are informed of the existence of the procedure
- 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

**Central Vermont Council on Aging
Area Plan FY 2022-2025**

- 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 and Development
- -Family Caregiver Services
- Legal Services\Elder Abuse and Prevention
- FFY2021 AAA MOW Intake Form

Not included:

- Affirmative Action Plan (we have an affirmative action practice in employment but not a formal plan)
- ADA self-evaluation and plan (not required for employers of our size)

Verification of Intent

The Central Vermont Council 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.

Date (signed) 
Area Agency on Aging Director

Date 7/29/21 (signed) *Emily McKenna*
President, Board of Directors

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

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

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

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(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)

Susan Bartlett

Date

7/28/21

Chairperson, Area Agency on Aging Advisory Council

Date

Approved

Commissioner, Department of Disabilities, Aging and Independent Living



Our Vision

A World Where
Aging is Honored

Our Mission

is to support
Central Vermonters to
age with dignity and
choice.

CVCOA HelpLine
(800) 642-5119

For information
about CVCOA
please visit:
www.cvcoa.org

Our Values

Respect and Empowerment: We respect and support without judgement the rights of older Vermonters to make life choices for themselves, and we work to facilitate those choices.

Community Involvement: We work together with families, communities and other organizations to benefit older Vermonters.

Ethical Actions: We work with elders in an honest, informed and principled way.

Compassion: We do our work with compassion.

Supportive Workplace: We value a healthy, safe, and respectful work environment.

Stewardship: We consider the environmental, social and financial impact of our work practices.

Our Goals

Information and Options: Older Vermonters and caregivers have access to information, options, and resources to make decisions.

Healthy Activities: Older Vermonters meet their health needs and enjoy interpersonal connections and social interactions through access to programs and activities which promote healthy lifestyles, prevention of disease, volunteerism and inter-generational activities.

Systems Advocacy: Older Vermonters have improved access to programs and services that enhance their abilities to reside in the setting of their choice and to plan for future long term care needs.

Public Awareness: The public is more aware of issues related to aging and future demands on the long term care service system.

**Central Vermont Council on Aging
Area Plan FFY 2022-2025**

Section A: EXECUTIVE SUMMARY

A. Accomplishments, progress and challenges of FFY 2019-2022 Area Plan

- The COVID pandemic has been the greatest challenge. It disrupted the provision of services as we knew them, for CVCOA and all our community partners, and forced us to pivot and reconfigure how they are provided. Additionally, it brought increased social isolation and loneliness to our oldest clients. This turmoil forced us to reevaluate and reimagine what is possible. Although delivered differently in some circumstances, services continued virtually, by phone, and in-person when necessary. Case management and I&A clients reported at high rates (93% average) they live in the settings of their choice. Most report their needs are being met, but an average 33% report unmet needs. We continue to work with community partners, advocate for policy changes, and look for other ways to address these challenges. Our contracted nutrition providers adapted; Meals on Wheels continued to be delivered using new safety protocols and to-go meals replaced congregate meals. Still clients reported they had enough to eat and that the meals made a difference. Senior Centers closed to in-person programming, and many pivoted to virtual or outdoor programming. This interruption impacted the delivery and participation in our evidence-based programs. Throughout, education and outreach around the challenges of caregiving, dementia, elder abuse, Medicare and more continued.

B. CVCOA Departments and Programs:

1. **Community Services Department** focuses on building, supporting and improving the network of community partners providing nutrition, evidence-based wellness programs, socialization, volunteer opportunities and transportation.
2. **Case Management Department** supports older adults as well as their family caregivers with a focus on person-centered options counseling and working with clients at high need for services. Programs include case management, information and assistance (I&A)/options counseling, family caregiver support, and health insurance counseling.
3. **CVCOA provided services:**
 - a. **Case Management:** Support for older adults, families, and caregivers, through the Older Americans Act, Choices for Care, SASH (Support and Services at Home), One Care, and the Veteran's Directed Care Program.
 - b. **Information & Assistance (I&A):** Short-term assistance through the Helpline and in-person options counseling with person-centered focus.
 - c. **State Health Insurance Assistance Program (SHIP):** General Medicare and Part D prescription plan assistance for Medicare beneficiaries.
 - d. **Family Caregiver support:** Education and support through classes, social activities, respite grants, and other programming.

**Central Vermont Council on Aging
Area Plan FFY 2022-2025**

- e. Volunteer opportunities: Provided through our internal volunteer programs, with assistance from an AmeriCorps member.
 - f. Evidence-based programs: Wellness programs coordinated through CVCOA and provided primarily through volunteers.
- 4. Contracted services include:**
- a. Nutrition services: home-delivered and congregate meals provided through a network of 15 local service providers; nutrition education and menu reviews by a registered dietitian.
 - b. Transportation to medical appointments, shopping, social activities and congregate meals through three regional transit providers.
 - c. Mental health counseling through an agreement with local mental health agency for three elder care clinicians.
 - d. Legal services for older Vermonters and training for staff through Vermont Legal Aid.
 - e. Advocacy on issues affecting older Vermonters: through Vermont Association of Area Agencies on Aging (v4a), Community of Vermont Elders (COVE), and the Older Vermonters Caucus.
 - f. Financial services through local accounting firm; computer support through local IT consulting company; Data management through a contracted data consultant.
- 5. Sponsored programs include:**
- a. Senior Companion: Provides low-income older adults a small stipend to provide companionship to isolated older Vermonters.
 - b. RSVP (Retired and Senior Volunteer Program): Offers older Vermonters volunteer opportunities to provide services focused on healthy aging in the CVCOA service Area and the Northeast Kingdom.
- C. Collaborations and partnerships:** These are many and varied to help us accomplish our mission and goals. They include participation in three accountable health community teams, OneCare VT; Community Adult Resource Team (CART); and Elders & People with Disabilities (E&D) transportation groups. Other partners and collaborators include home health providers and SASH teams; local senior centers, VASCAMP and Tai Chi Vermont; v4a and COVE.
- D. CVCOA Recent Accomplishments**
- 1. **Development/fundraising:** CVCOA saw a 33% increase in fundraising from grants and private donations. These funds were earmarked and/or used to support COVID-related work, address social isolation, support our nutrition programs, and support CVCOA operations.
 - 2. **Creative Aging Initiative honors:** Our Creative Aging Initiative brings Creative Care Kits and virtual volunteer support to older adults at home and to address social isolation. It was originally envisioned for 40 participants and 10 volunteers. It has grown to 135 participants and 25 volunteers. It has received funding from

Central Vermont Council on Aging Area Plan FFY 2022-2025

AARP, Meals on Wheels America (MOWA), Vermont Arts Council, and others. The Vermont Arts Council is partnering with CVCOA to build Creative Aging capacity statewide. The program is highlighted in the n4a engAGED Social Engagement Innovations hub. And our Community Engagement Tech Specialist will present at the annual MOWA conference.

3. **Excellence in Worksite Wellness:** CVCOA received a 2021 Gold Award from the VT Governor's Council on Physical Fitness & sports and the VT Department of Health.

E. CVCOA Major Plans and Priorities

1. **Data Systems:** Functionality of and support for the current SAMS/Mediware are increasingly challenging and frustrating, and there is no longer any statewide commitment to this system. There are increasing demands for client and service data that are input in the system, but not readily retrievable. With the availability of the American Rescue Plan (ARPA) funds, CVCOA will actively pursue a more flexible data management system that will fit the needs of all our programs. This will enable CVCOA to retrieve data more accurately and nimbly for NAPIS/OAAPS and grant reporting, analyze trends in client needs and conditions as well as services, and do our work more efficiently and effectively.
2. **Technology:** COVID revealed an increased need for and reliance on technology to enable us to provide service and support to clients and community partners. A new server with VPN application allowed staff to work remotely, business management software on work cell phones secures confidentiality of clients data, and replacement of equipment, not limited to laptops and cell phones, is ongoing. In the near future we need to purchase and install a new firewall.
3. **Focus on Compliance and Quality Control:** This is an ongoing process to ensure we follow all assurances in our state and federal grants. Additionally, we will build on control measures in place to ensure the quality of our services to clients, reporting, and all our work.
4. **Increase CVCOA visibility and branding:** CVCOA will put a renewed focus on increased visibility in our service area through various media. We want the public to see us as the experts in aging well in community. This includes increased outreach to community partners to educate them on the depth and breadth of services CVCOA provides to older Central Vermonters and family caregivers.

F. Major Trends and Issues

1. **Addressing mental health:** As case managers and I&A options counselors resume in-person visits with clients, they are noticing some deterioration due to the strain of coping with COVID and isolation. Referrals are made to the Eldercare Clinician program; however, some clients haven't the resource for co-pays, so CVCOA seeks means to secure these funds. We are exploring the possibility of offering an evidence-based program such as PEARLS or Healthy IDEAS to help older adults with depression to develop skills to create healthier

**Central Vermont Council on Aging
Area Plan FFY 2022-2025**

lives. Also, we are seeking to provide suicide prevention training for all staff members.

2. **Reducing social isolation and the digital divide:** COVID impacted the social lives of older adults and revealed the increasing social isolation felt by so many. CVCOA created a position to help interested clients obtain devices and internet connection and to facilitate training. Working with community partners and volunteers, clients have been able to use devices to connect with family, take online courses, and engage with their local senior center. To ensure success we work with clients to identify a goal for using the technology. Grant and COVID funding has helped cover the initial cost on connectivity. We help clients connect to the emergency broadband benefits and other low-cost connections offered by providers to low-income older adults. We will continue to be involved in advocacy around broadband equity in access and funding.
3. **One Care Vermont payment model:** OneCare Vermont's proposed new payment model ignores home and community-based service providers, such as the Area Agencies on Aging. The payment model around case management services for Choices for Care and Moderate needs clients, does not take into account the importance of supporting clients with maintaining social determinates of health. This will have direct and significant impact on CVCOA's budget.
4. **Support of contracted nutrition program providers:** Our contracted nutrition program providers are critical community partners. They provide and deliver home-delivered, congregate and to-go meals, as well as a wellness check on clients. They were on the frontlines during COVID. We continually seek ways to increase our funding and other supports to enhance and grow their programs.

G. Goals for FFY 2022- 2025

Core OAA program and RBA goals are FFY 2022-2025 are outlined below and are detailed later in the Area Plan:

- **Title III: Community Planning and Systems Development**
CVCOA will promote livable community initiatives that help alleviate social isolation and loneliness for a diversity of older Vermonters. We will engage with local service providers, community leaders, and interested members of the public to explore and solve issues on a local level.
- **Title IIIB: Case Management Services**
CVCOA will assist older Vermonters living in their setting of choice through coordination of services and supports. We will accomplish this by respecting their choices and decision making. In the process, we will help them improve their quality of life.
- **Title IIIC: Nutrition Services Program**
CVCOA will strengthen this core Older Americans Act service that supports older Vermonters at greatest risk.
 - Nutrition Counseling will be offered and made available to participants in the home-delivered meals program who have a nutrition risk score of 6+.

Central Vermont Council on Aging
Area Plan FFY 2022-2025

Those who choose to use the counseling will work with the registered dietitian to set a measurable goal.

- CVCOA will work with our contracted local service providers (LSPs) of our nutrition programs, to provide one or more therapeutic meal option on their daily menu. Therapeutic meals are intended to help older Vermonters manage their chronic disease conditions.
- **Title IIID: Health Promotion and Disease Prevention**
CVCOA will support the independence, well-being and health of older Vermonters and their family caregivers through participation in evidence-based programs, including falls prevention programs and Powerful Tools for Caregivers.
- **Title IIIE: National Family Caregiver Support Program**
CVCOA will increase the availability and improve access to caregiver counseling services for those at risk of stress and burden through referral and public education.
- **Title VIII: Prevention of Elder Abuse, Neglect & Exploitation**
CVCOA will educate staff, community partners, volunteers, older Vermonters and the public about elder abuse, neglect and exploitation.

Other goals CVCOA has for the next three years:

- Reviewing organization and operations of the agency
- Strategic planning
- Improving data management
- Increase non-governmental funding

**Central Vermont Council on Aging
Area Plan FFY 2022-2025**

Section B: Needs Assessment

Over 31,000 people age 60+ live in the 54 towns of Central Vermont served by CVCOA, representing about 27% of the overall population. In FY20 CVCOA supported approximately 30% of these older Vermonters through our various services.

Any look at the needs of older Vermonters cannot overlook the challenges and changes forced upon us by the COVID pandemic. The DAIL's *Needs Assessment of Older Vermonters 60+ and Their Family Caregivers* by Flint Springs Associates (December 2020) reflects what we have all experienced: the pandemic has had a significant negative impact on the quality of life as social connections were interrupted and led to increased social isolation. Our senior centers closed to congregate meals and limited in-person programming and adult day programs closed. Our staff have worked remotely, supporting clients over the phone or Zoom, visiting clients in-home in only the most needed circumstances. The same holds true for our Senior Companions, MOW, and other volunteers. While services continued to be delivered, the loss of in-person connection was keenly felt.

Yet, conversely, the pivot that needed to be made to continue services, brought new opportunities. Those who could not attend our Medicare or caregiver classes in person, were able to join remotely. The same was true at senior centers as they began offering telephone check-ins and virtual on-line programs.

As COVID put a strain on existing services, bringing increased challenges, it also revealed opportunities for growth. As we plan for post-vaccination and the reopening, many areas require focus and action:

- Older Vermonters and family caregivers need to feel safe and secure, physically, mentally, emotionally, and financially from:
 - COVID
 - Isolation
 - Nutrition insecurity
 - Lack of affordable housing
 - Poor or unsafe living situations
 - Inadequate resources
 - Inability to access services, including health care
 - Abuse, neglect, and exploitation
- Our contracted nutrition programs need increased support:

**Central Vermont Council on Aging
Area Plan FFY 2022-2025**

- Close the “gap” between our per meal reimbursement rate and cost of meal as detailed in recent AAA meals cost analysis.
- Address work force issues: training and maintaining directors, cooks, Board members, and MOW drivers.
- Lack of home help/ diminishing workforce of paid caregivers:
 - Continual evaluation of the MNG Flexible funding to help alleviate waitlist.
 - Work with the state and community partners to address the diminishing number of available paid caregivers due to aging out and/or low compensation.
 - Find alternative ways to meet some of these needs so older Vermonters and family caregivers receive necessary services.
- Loss of adult day programs:
 - 2 adult day programs – Project Independence in Barre (Washington County) and Oxbow Senior Independence Program in Newbury (eastern Orange County) – closed permanently leaving a significant gap for caregiver support and respite opportunities.
- Social connectivity:
 - Many older Vermonters and caregivers experienced increased social isolation when senior centers, adult day programs, and other community gatherings closed to COVID.
 - Virtual connectivity became a lifeline to visit family, participate in remote programs offering through senior centers, or grocery shop.
 - The “digital divide” was amplified, emphasizing the need for low-cost access to devices, data plans, and training and on-going tech support.
- Support community initiatives meeting unmet local needs:
 - Transportation pilots, “Villages”, and local volunteer programs that sprung up during COVID reveal the need to continually grow the network or community partnerships
- Review how we offer services:
 - CVCOA and community partners review the negatives and the positives of how services were offered during COVID
 - Continue to build on the positive changes

A review of the recent statewide needs assessment highlights the difference in answers between those who replied online and those by hard copy. Overall, online respondents tended to have a higher income and be more educated. Hardcopy respondents tended to be MOW recipients who reported a lower income and are less educated. They reported a greater need for and usage of other food programs, such as 3Squares and CSFP, public

Central Vermont Council on Aging
Area Plan FFY 2022-2025

transportation, and other services. Indeed, 42% of CVCOA MOW clients live in poverty. Referring new MOW clients to I&A and reassessing ongoing clients to connect them to necessary services remains a priority.

Regardless of income and education, the social isolation of COVID has impacted quality of life, while challenges to mental health have widened and deepened. 57% of respondents to our annual MOW survey reported lack of companionship and 50% reported feeling isolated. Further, we've seen an increase in the number of new MOW clients list depression as a Need assessments by all three hospitals in the CVCOA service area reported higher rates of depression for older central Vermonters as a concern prior to COVID. However, our Eldercare Clinician Program is challenged in many ways: at best, there is only one clinician per county to address the growing need. Many clients lack the financial resources to cover the copay for the counseling services.

Additionally, the physical health of the needs assessment respondents (75% hard copy and 50% online) impacts their ability to live the life they desire. Family caregivers experience negative impacts on their emotional health and socialization. Three areas CVCOA will continue to address are: falls prevention, as Vermont continues to have a significantly higher annual fall rate compared to the national average; good nutrition, as 75% of MOW recipients feel the meals help their medical condition; and family caregiver support, as 78% of dementia caregivers (66% other) report negative impacts on emotion health and 56% dementia caregivers (35% other) on physical health.

Focus on the social, mental, and physical health of older Vermonters and caregivers remains a constant for CVCOA. The gap between needs and the ability to meet them requires adequate funding and support, creativity in how to meet the need, engaged service providers and community partners, and a willingness to build a network of support to make a collective impact. Additionally, CVCOA will continue to reach out to and help educate older Vermonters, family caregivers, and the wider community. While we are pleased the needs assessment reports CVCOA, senior centers, transportation services, and volunteer opportunities are well-known by older Central Vermonters, we need to raise awareness around the Helpline and caregiver supports, including respite care support.

Sources used to identify needs include DAIL's *Needs Assessment of Older Vermonters 60+ and Their Family Caregivers* by Flint Springs Associates (December 2020), CVCOA annual survey of MOW recipients, CVCOA survey of case management clients, CVCOA Area Plan 2022-2025 Survey of Needs sent to clients and community partners, and input from CVCOA Board and Advisory Council members.

**Central Vermont Council on Aging
Area Plan FFY 2022-2025**

Section C: Community Focal Points

Note: CVCOA Nutrition & Wellness Director facilitates monthly meetings with nutrition program contractors. Meetings shifted from quarterly to monthly due to COVID and continue to be online and monthly during post-COVID recovery. Topics for the meetings are chosen by expressed need of the nutrition program directors plus topics and training identified by the Nutrition & Wellness Director. Topics have included re-opening guidelines and challenges due to COVID: data updates and procedures, building collaborative materials such as a welcome packet for new clients that will be released in FFY2022. Other topics include, sharing of best practices, information on other services such as case management, 2-1-1, technology projects. RSVP services, EBPs available, caregiver, 3Squares, elder care clinician, etc. Additionally, the Nutrition & Wellness Director is in frequent contact with the nutrition program contractors regarding monthly reports and any issues that arise, such as staffing & Board issues or safety issues and provides training re: CVCOA contract requirements to new employees. Our RSVP volunteer program works in tandem with the nutrition programs to recruit volunteers for the programs. CVCOA provides transportation for some of the focal points below, although due to COVID all our nutrition programs have been closed to congregate meals and are now planning on slow re-openings. Once our nutrition programs reopen to congregate meals, the Executive Director and the Nutrition & Wellness Director will resume visits to share a meal and enjoy conversations with participants. The Nutrition & Wellness Director has included nutrition program board directors to communications for the purpose of including more decision makers around issues, concerns and re-opening plans for senior centers and congregate dining. CVCOA also provided a cook/chef training in May 2021 presenting DGAs & Menu Review process. CVCOA will continue to support these focal points to resume in-person operations as appropriate as health conditions allow.

1. **Name of Focal Point:** Meals on Wheels of Lamoille County
Address of focal point: 24 Upper Main Street, Morrisville VT 05661
Key staff: Nicole Founier-Grisgraber, meals@mowlc.org, 802-888-5011
Towns served: Belvidere, Cambridge, Eden, Elmore, Hyde Park, Jeffersonville, Johnson, Stowe, Morristown, Wolcott, Worcester
OAA Programs: Meals on Wheels (Monday through Friday) and *community meals (Wednesday), nutrition education & nutrition counseling available, volunteer opportunities
Non OAA programs: *speakers, music
Coordination: CVCOA works closely with the director through quarterly contractor meetings, monthly reporting & site visits. CVCOA provides I&A.

**Central Vermont Council on Aging
Area Plan FFY 2022-2025**

2. **Name of Focal Point:** Johnson Meal Site
Address of focal point: Johnson Town Hall, 293 Lower Main, Johnson VT 05656
Key Staff: volunteers
Towns Served: Johnson
OAA programs: *Community meals (Tuesday and Thursday), nutrition education & nutrition counseling available, volunteer opportunities
Non OAA programs: *cards, speakers, volunteer coordination
Coordination: CVCOA works closely with the MOW of LC director through quarterly contractor meetings dire & monthly reporting & site visits.
3. **Name of Focal Point:** Chelsea Senior Center
Address of focal point: United Church, PO Box 44, Chelsea, VT 05038
Key Staff: Sue Pirie (Director), chelseaseniorcenter@gmail.com; 802-658-2290
Towns Served: Chelsea, Turnbridge, Vershire
OAA programs: Meals on Wheels and *community meals (Monday and Friday), nutrition education & nutrition counseling available, volunteer opportunities
Non OAA programs: *trips, music, blood pressure clinics, tax clinic, card parties, library day, speakers, foot clinics, intergenerational lunches, transportation
Coordination: CVCOA works closely with the director through quarterly contractor meetings, monthly reporting & site visits. CVCOA provides I&A.
4. **Name of Focal Point:** South Royalton Senior Center
Address of focal point: 4266 VT Route 14, South Royalton VT 05068
Key Staff: Sue Pirie (Director), royaltonseniors@gmail.com, 802-763-7386
Towns Served: Bethel, Royalton, Sharon
OAA programs: Meals on Wheels and *community meals (Tuesday and Thursday), nutrition Education & nutrition counseling available, volunteer opportunities
Non OAA programs: *music, foot clinics, transportation
Coordination: CVCOA works closely with the director through quarterly contractor meetings, monthly reporting & site visits. CVCOA provides I&A.
5. **Name of Focal Point:** South Strafford Mealsite
Address of focal point: Barrett Hall, Strafford, VT royaltonseniors@gmail.com 802-763-7386
Key Staff: Sue Pirie (Director),
Towns Served: Strafford
OAA programs: Meals on Wheels & *Community Meals (Wednesday), nutrition education & nutrition counseling available
Non OAA programs: *music, blood pressure clinics, foot clinics, speakers, trips,
Coordination: CVCOA works closely with the director through quarterly contractor meetings, monthly reporting & site visits. CVCOA provides I&A.
6. **Name of Focal Point:** Orange East Senior Center

**Central Vermont Council on Aging
Area Plan FFY 2022-2025**

Address of focal point: 176 Waits River Rd, Bradford, VT 05033 802-222-4782
vchaffeeoesc@yahoo.com

Key Staff: Victoria Chaffee (Director), Asst Director, Cooks & kitchen assistants

Towns Served: Bradford, Newbury, Fairlee, W. Fairlee, Topsham, Corinth

OAA programs: Meals on Wheels (M, W & F) *Community Meals (M – F), nutrition education & nutrition counseling available

Non OAA programs: *transportation, wellness clinics, foot clinics, exercise classes, line dancing, tax clinics, fundraising, music, garden club

Coordination: CVCOA works closely with the director through quarterly contractor meetings, monthly reporting & site visits. CVCOA provides I&A. CVCOA case manager writes monthly article for newsletter.

7. **Name of Focal Point:** Randolph Senior Center

Address of focal point: 6 Hale St, Randolph, VT 05060; randolphsc@gmail.com 802-728-9324

Key Staff: Emilie Daniel (Director), Cook, Asst Cook, Office managers & housekeeper

Towns Served: Randolph, Brookfield, Braintree

OAA programs: Meals on Wheels & *Community Meals (Mon-Thur), nutrition education & nutrition counseling available, CVCOA case manager on site, EBP programs

Non OAA programs: *card games, exercise programs, craft programs, music, foot clinics, book club discussions, fundraising, intergenerational programs, trips,

Coordination: CVCOA works closely with the director through quarterly contractor meetings, monthly reporting & site visits. CVCOA provides I&A.

8. **Name of Focal Point:** Quintown Senior Center

Address of focal point: Hancock Town Hall, PO Box 113 Hancock, VT 05748
quintownsc@gmail.com

Key Staff: Jody Jesso (Director), Cook, Assistant cook & volunteers

Towns Served: Hancock, Granville, Rochester, Stockbridge, Pittsfield

OAA programs: Meals on Wheels & *Community Meals (Wednesday & Friday)

Non OAA programs: *music, remote bingo, library days, painting, presentations, blood pressure clinics, speakers, transportation

Coordination: CVCOA works closely with the director through quarterly contractor meetings, monthly reporting & site visits. CVCOA provides I&A.

9. **Name of Focal Point:** City Hotel Cafe

Address of focal point: 14 Washington St, Barre, VT 05641 bob@barrehousing.org
802-479-9175

Key Staff: Bob Woodard (Director), cook, assistant cook, driver & volunteers

Towns Served: Barre City, Barre Town, Williamstown, Berlin, Washington, Orange

OAA programs: Meals on Wheels & *community meals (M-F), nutrition education & nutrition counseling available

Non OAA programs: fundraising

**Central Vermont Council on Aging
Area Plan FFY 2022-2025**

Coordination: CVCOA works closely with the director through quarterly contractor meetings, monthly reporting & site visits. CVCOA provides I&A.

10. **Name of Focal Point:** Mad River Valley Senior Center
Address of focal point: PO Box 1801 Waitsfield, VT 05673 mrvsc@gmavt.net 802-496-2543
Key Staff: Cathy Clark (Coordinator), Cook & volunteers
Towns Served: Waitsfield, Fayston, Warren and parts of Duxbury and Moretown
OAA programs: Meals on Wheels (M-F) & *community meals (T & Th), nutrition education & nutrition counseling available
Non OAA programs: *speakers, exercise, foot clinics, music, fundraising
Coordination: CVCOA works closely with the director through quarterly contractor meetings, monthly reporting & site visits. CVCOA provides I&A.

11. **Name of Focal Point:** Montpelier Senior Activities Center/FEAST
Address of focal point: 58 Barre St, Montpelier, VT 05602 jclar@montpelier-vt.org 802-262-6283
Key Staff: Sarah Lipton (Program Coordinator), contracted chef, senior center staff & volunteers
Towns Served: Montpelier and Berlin with the exception of W. Berlin
OAA programs: Meals on Wheels (M-F) & *community meals (T & F), nutrition education & nutrition counseling available, EBP programs
Non OAA programs: *foot clinics, memory café, flu vaccine clinic, support groups, exercise groups, film appreciation, painting & drawing, language clubs, writing, crafters, cooking workshops, cards, dancing, music, photography club, tennis, swimming, speakers
Coordination: CVCOA works closely with the director through quarterly contractor meetings, monthly reporting & site visits. CVCOA provides I&A.

12. **Name of Focal Point:** Greater Northfield Senior Center
Address of focal point: 168 Wall St, Northfield, VT 05663
director@greaternorthfieldseniors.org 802-485-8112
Key Staff: Maryann Beaupre, Director; cook, SCSEP worker & volunteers
Towns Served: Northfield, Roxbury, Riverton, W. Berlin
OAA programs: Meals on Wheels & *community meals (M-F), nutrition education & nutrition counseling available, EBP programs
Non OAA programs: *exercise programs, painting, fundraising, speakers, foot clinics,
Coordination: CVCOA works closely with the director through quarterly contractor meetings, monthly reporting & site visits. CVCOA provides I&A.

13. **Name of Focal Point:** Roxbury Meal Site
Address of focal point: 1642 Roxbury Rd, Roxbury, VT 05669
Key Staff: c/o Northfield Senior Center & volunteers

**Central Vermont Council on Aging
Area Plan FFY 2022-2025**

Towns Served: Roxbury

OAA programs: *Community Meals

Non OAA programs: *exercise program

Coordination: CVCOA works closely with the director through quarterly contractor meetings, monthly reporting & site visits. CVCOA provides I&A. * closed completely during pandemic, not sure of re-opening plans.

14. **Name of Focal Point:** Twin Valley Senior Center

Address of focal point: 4583 US Rte. 2, East Montpelier, VT 05651

twinvalleyseniors@myfairpoint.net 802-223-3322

Key Staff: Rita Copeland (Director), cook, SCSEP worker & volunteers

Towns Served: Cabot, Calais, East Montpelier, Marshfield, Plainfield, and Woodbury

OAA programs: Meals on Wheels & *community meals (M, W & F), nutrition education & nutrition counseling available, EBP programs

Non OAA programs: *transportation, exercise programs, support group, meditation workshops, cards, painting, blood pressure clinics, tax clinics, hearing clinic, fundraising

Coordination: CVCOA works closely with the director through quarterly contractor meetings, monthly reporting & site visits. CVCOA provides I&A.

15. **Name of Focal Point:** Waterbury Area Senior Center

Address of focal point: 14 Stowe St, Waterbury, VT 05676 director@wasca.org 802-244-1234

Key Staff: Vicki Brooker (Director); Board of Directors, cook & volunteers

Towns Served: Waterbury, Duxbury, Middlesex and parts of Moretown

OAA programs: Meals on Wheels & * community meals (M-F), nutrition education & nutrition counseling available, EBP programs

Non OAA programs: *transportation, bingo, foot care clinic, Mexican train dominos, exercise class, blood pressure screenings, tax clinic

Coordination: CVCOA works closely with the director through quarterly contractor meetings, monthly reporting & site visits. CVCOA provides I&A.

16. **Name of Focal Point:** Barre Area Senior Center

Address of focal point: 131 S. Main St., Barre, VT 05641 director@barreseniors.org
802.479.9512

Key Staff: Jeannie Bone (Director); Board of Directors & volunteers

Towns Served: Barre City & Barre Town

OAA programs: EBP programs

Non OAA programs: *arts & crafts, exercise programs, writing, fundraising, language workshops, potlucks, line dancing, music, singing, trips, transportation, foot clinics, smart driver course, ASL, cards, meditation, coffee café, speakers

Coordination: EBP trainer support

**Central Vermont Council on Aging
Area Plan FFY 2022-2025**

Note: *Any programs marked with an “asterisk” indicate normal operations, pre-covid-19. All meal programs ceased community meals and other in-person programming in March, per the governor’s state at home order. Some sites serve “takeout” meals in addition to home delivered meals. Some sites are now open for outside dining or limited inside dining working to open the same days as pre-pandemic.

**Central Vermont Council on Aging
Area Plan 2022-2025**

Section D: Goals, Objectives, Strategies, Performance Measures

Title III: Community Planning and Systems Development

Summary: CVCOA will work with a wide array of partners to help create communities that embrace, honor and support aging individuals. We will engage with local service providers, community leaders, and interested members of the public to explore and solve issues on a local level.

Goal: CVCOA will promote livable community initiatives that help alleviate social isolation and loneliness for a diversity of older Vermonters.

Strategy 1: CVCOA will actively participate in and support community initiatives such as the “Village” model, other community-led volunteer programs, and dementia and age friendly communities. We will participate in conversations and work groups to help create local responses to meet the needs of their older neighbors.

Strategy 2: CVCOA will help bridge the digital divide for older adults by implementing projects that address device access and affordability, internet connection, and ongoing skills training and practice opportunities. To achieve this we will: develop partnerships with local organizations and businesses to build capacity for technology engagement; build a roster of trained volunteers to support older Vermonters with ongoing technology skills practices; identify motivations for engaging technology and create actions plans that address social isolation and loneliness.

Strategy 3: CVCOA will develop projects for our new creative aging initiative that combine skill-building and social connection. Building on the success of our pilot project and our new partnership with the Vermont Arts Council, we will offer Creative Care Kits to inspire older Vermonters to engage in creativity. Additionally, we will connect recipients of the kits with a volunteer to help alleviate social isolation and loneliness. We will continue to develop resources and materials to make creative aging opportunities sustainable and accessible to home-bound older Vermonters.

Section D: Goals, Objectives, Strategies, Performance Measures

PROGRAM: Older Americans Act - Title III B Case Management Services

WHO does the program serve?

Older Vermonters with greatest economic need, older Vermonters with greatest social need, and older Vermonters at risk for institutional placement.

WHAT does the program do?

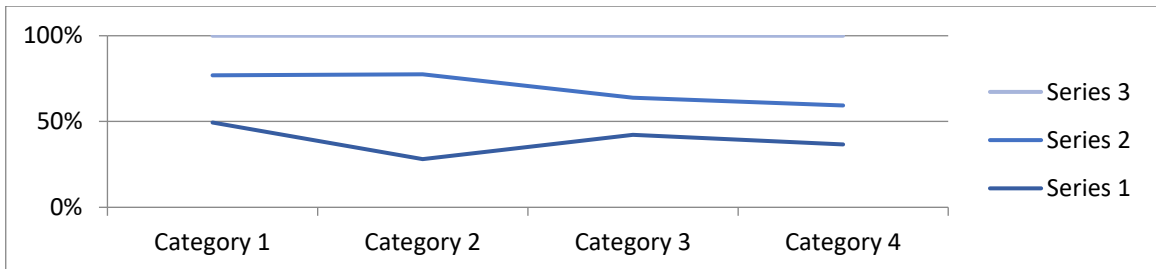
A service provided to an older individual, at the direction of the older individual or a family member of the individual, to assess the needs, and to arrange, coordinate, and monitor an optimum package of services to meet the needs of the older individual.

Goal/Outcome: Assist older Vermonters with living in their setting of choice through coordination of services and supports.

Headline Performance Measures:

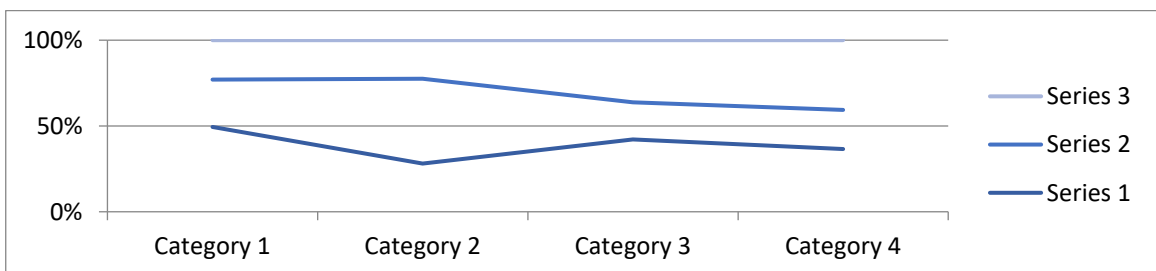
1. % of individuals who report the case manager respects their choices and decision making.

(Example)



2. % of individuals who report the case manager helped to improve their quality of life.

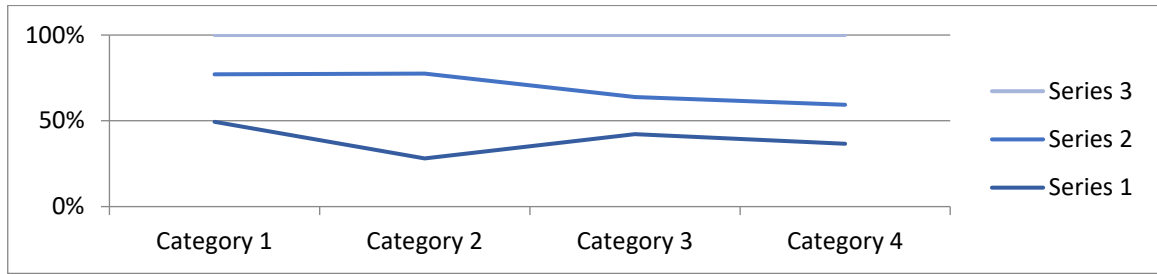
(Example)



Central Vermont Council on Aging
Area Plan FFY 2022-2025

3. # of clients assisted by case managers with applying for or transitioning to CFC, MNG, VDC.

(Example)



Story Behind the Curve: We will use data gathered from survey responses for each of the above performance measures and compare it with future data to track how well we are assisting older Vermonters with living in their setting of choice through coordination of services and supports.

What Works: We will analyze the data collected on a revised customer service satisfaction survey for Case Management Department staff. We will seek out training opportunities for staff to hone person-centered skills. We will seek out collaborative partnerships to participate in care support teams for CVCOA clients with the goal of supporting clients to live in the setting of their choice based on self-identified goals.

Partners: Community Health Teams, OneCare VT, mental health agencies (Including Elder Care Clinician program), home health agencies, adult day centers, SASH, housing programs (including Home Share), VT Legal Aid, VCIL and transportation authorities. Each of our community partners provide subject area expertise that will be used in coordination with CVCOA staff and services to support our clients to live in the setting of their choice.

Action plan: We will survey clients biannually and analyze response data. Staff will continue to work closely with clients using a variety of formats (in person visits, remotely via virtual platforms, phone contact, email, and traditional mail). Will continue staff training to support person-centered approach to case management.

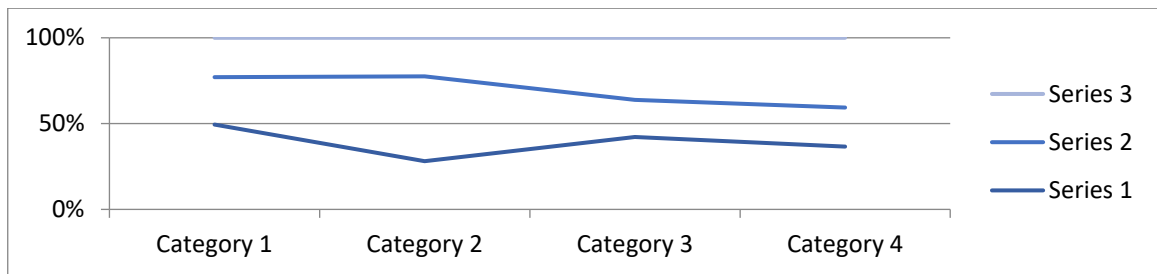
**Central Vermont Council on Aging
Area Plan FFY 2022-2025**

Goal/Outcome: 80% or higher of older Vermonters receiving case management services report satisfied or highly satisfied with services.

Headline Performance Measures:

1. % of individuals reporting satisfied or highly satisfied with case management services

(Example)



Story Behind the Curve: The performance measures above are based on survey responses that were developed by a statewide group of case management supervisors and area agency on aging directors. Our mission focuses on older Vermonters being able to live in the settings of their choice. We will use data gathered from survey responses for the above performance measure and compare it with future data to track how well we are assisting older Vermonters with living in their setting of choice through coordination of services and supports, using a person-centered approach to case management.

What Works: We will continue to seek out training opportunities for staff to assist in maintaining person-centered skills. We also continue to seek out collaborative partnerships to participate in care support teams for CVCOA clients with the goal of identifying and reducing unmet needs and providing supports and services to allow clients to live in the settings of their choice. In addition to analyzing survey response data, staff will be in regular and frequent contact with clients working on identifying goals and tasks to support clients to live in the setting of their choice.

Partners: We will continue to work with our community partners to coordinate their services with CVCOA staff and services to support our clients to identify and resolve unmet needs. Community partners include the following: Community Health Teams, mental health agencies (Including Elder Care Clinician program), home health agencies, adult day centers, SASH, housing programs (including Home Share), VT Legal Aid, VCIL and transportation authorities.

**Central Vermont Council on Aging
Area Plan FFY 2022-2025**

Action plan: We will survey clients biannually and analyze response data. Staff will continue to work closely with clients using a variety of formats (in person visits, remotely via virtual platforms, phone contact, email, and traditional mail). Will continue staff training to support person-centered approach to case management.

**Central Vermont Council on Aging
Area Plan FFY 2022-2025**

Section D: Goals, Objectives, Strategies, Performance Measures

PROGRAM: OAA Title IIIC Nutrition Services Program

WHO does the program serve?

The Home-Delivered Nutrition Program (Title IIIC-2) provides nutritious meals, nutrition education, and nutrition risk screening to individuals 60 years of age or over who are homebound by reason of illness or disability, or who are otherwise isolated. Program goals are targeted to the reduction of social isolation and the promotion of better health through nutrition. Most home-delivered meal programs provide their clients with a hot meal five days a week delivered by staff or volunteer drivers. In addition, nutrition education and counseling is provided.

The Congregate Nutrition Program (Title IIIC-1) addresses dietary inadequacy and social isolation among individuals aged 60 and older. The Program provides nutrition education, nutrition risk screening and nutrition counseling. The program targets older individuals with the greatest economic or social need, with particular attention given to low-income minority older individuals and older individuals living in rural areas. The program encourages the use of volunteers and gives all participants the opportunity to contribute to the meal cost.

WHAT does the program do?

Nutrition programs offer so much more than a meal!

They decrease hunger and food insecurity, promote socialization and promote the health and well-being of older individuals and delay adverse health conditions through access to nutrition and other disease prevention and health promotion services.

Goal/Outcome:

Strengthen Core Older Americans Act Services that Support Older Vermonters at Greatest Economic and Social Need

Headline Performance Measures:

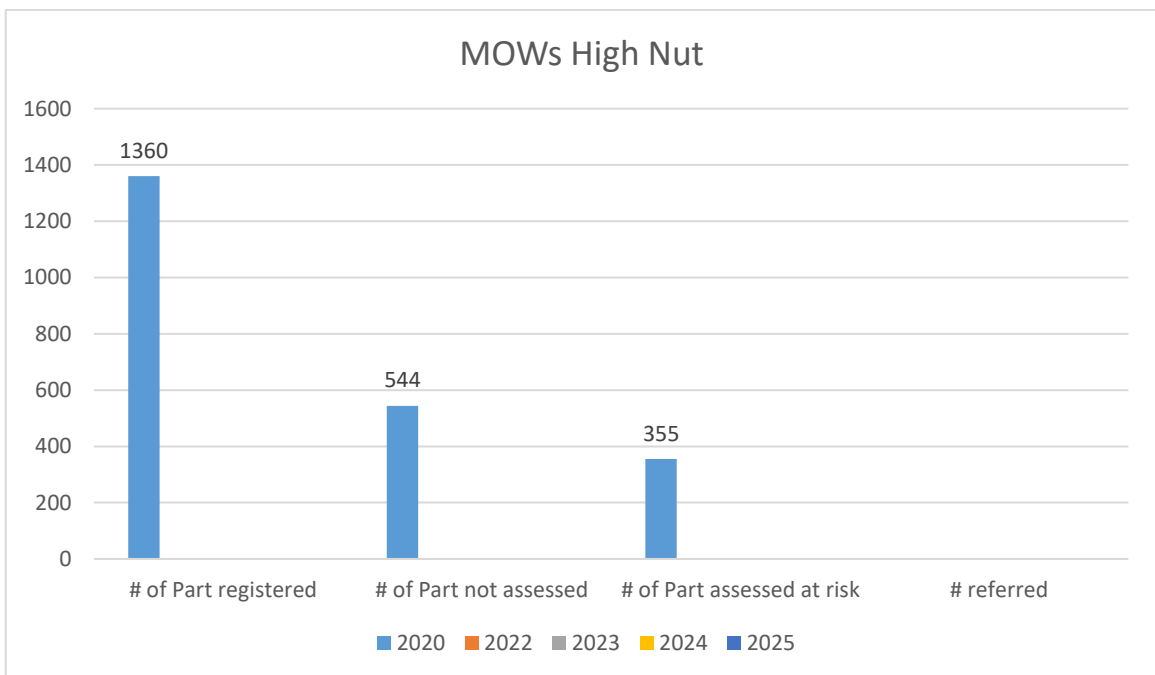
Nutrition Counseling - as defined by the Academy of Nutrition & Dietetics, provides individualized guidance to individuals or caregivers who are at nutritional risk because of their health or nutrition history, dietary intake, chronic illness, or medication use. Counseling

**Central Vermont Council on Aging
Area Plan FFY 2022-2025**

is provided one-on-one by a registered dietitian nutritionist (RDN) and addresses the options and methods for improving nutrition status with a measurable goal.

- 1. Nutrition Counseling** will be offered and made available to #/% of OAA NSP participants who have a nutrition risk score of 6+.

50/100% of OAA NSP participants with a nutrition risk score of 6+ who receive nutrition counseling and set a measurable goal.



Story Behind the Curve:

HDM clients are registered at the LSP level with the statewide MOWs intake form, then referred to CVCOA. At CVCOA clients are registered in SAMs database and referred to I&A for further assessment using the NAPIS/OC intake. If clients receive an at-risk nutrition score of 6+ they are recommended for a nutrition counseling referral with the contracted RD. not many clients accept the referral thus only 7 clients were referred in FFY2020.

Challenges: our SAMs database collects NAPIS information; however it lacks the capacity to report specifics as to why a client score is high. Therefore, it is cumbersome to know that a score of 6+ is being referred correctly. In December 2020, 122 MOWs clients received a

**Central Vermont Council on Aging
Area Plan FFY 2022-2025**

nutrition risk score of 6+, a number too high to work within the funding capacity to sustain this goal.

As of February 18, 2021, CVCOA, has 1,345 clients registered in the home delivered meal program period of October 1, 2020 to February 18, 2021.

442 of those clients don't have a nutrition score, 422 (46%) have a nutrition risk score of 6+.

CVCOA is working on hiring an assistant in the nutrition program to call clients who are new and missing information to assess using the NAPIS/OC intake as well as refer clients to I&A department for those who need an assessment and have higher needs.

What Works:

Partners: contracted RD, Case Managers, Options Counselors, local nutrition program service providers, data team, clients

Action plan: We could approach this in several ways for the 4-year plan.

- Increase the number of assessed clients by 100%/year
- Analyze highest scores
- Develop a process for referring
- Determine barriers to accepting a referral
- Develop data plan for reporting results
- Determine budget needed for increased referrals

2. Therapeutic meals – defined as meals that are approved by an RDN to provide specific nutritional requirements that address an identified disease, clinical condition, or nutrition diagnosis.

1. 2/17% of Local Service Providers in the AAA service area that have one or more therapeutic meal option(s) on their daily menu.
2. 10/95% of OAA NSP participants who receive a therapeutic meal who self-report the meals provided by the Local Service Provider helped them eat healthier foods, improve their health and/or feel better.

Survey question

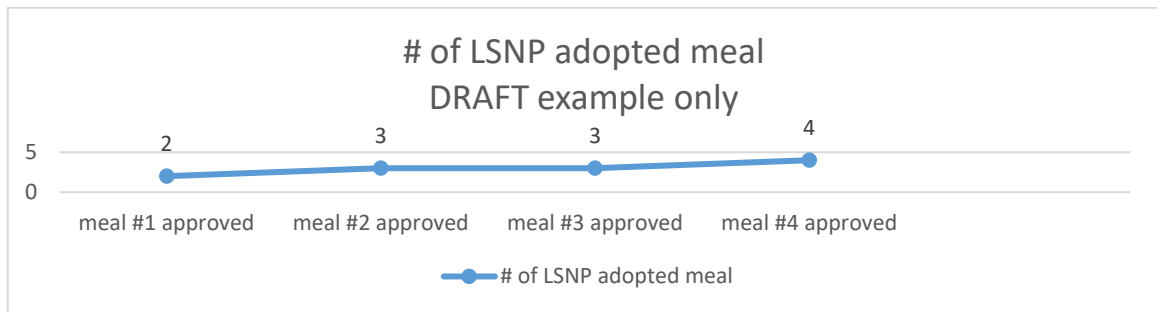
Please answer the following question about the home delivered meals nutrition program.

Do the services received from the home delivered meals nutrition program help you to:

**Central Vermont Council on Aging
Area Plan FFY 2022-2025**

Eat healthier foods	yes	no
Improve your health	yes	no
Feel better	yes	no

OAA NSP participants who receive a meal during the reporting period will be surveyed.



CVCOA partners with 12 LSNPs to build their own menu using the DGA & OAA guidelines as well as client input. They use donated seasonal produce to develop the menu when available. Cook’s training includes an annual event with a focus on menu building or guidelines along with providing a networking opportunity with other chefs/cooks in the program. Other training comes from the monthly menu review: using the tool provided by DAIL in the old orange guide. LSNPs are encouraged to survey MOWs clients annually and examples are shared. CVCOA also provides an annual Meals on Wheels survey that includes meal satisfaction questions. LSNPs submit MOWs intakes that include a clients chronic condition & dietary needs to CVCOA post registration. CVCOA then enters each assessment into SAMs, but there isn’t a capacity to get a report specific to conditions. Monthly contractor meetings are online at this time; agenda items can include how to build this system. We also communicate our data goals and results through web-based services.

What Works: Begin with one meal with those LSPNs capable and interested in taking the steps to achieve this. Have a statewide RD meeting to approach the method of what works regionally and how to work best practices locally. Get buy-in from LSNP directors and cooks by creating a simple process that can develop success. Provide continued education at the client level and the health provider; this will be important to help others understand the value of a nutritionally balanced delivered meal that comes through the 40-year history of MOWs in Vermont. Build on other successes and expertise in creating this system; this will

**Central Vermont Council on Aging
Area Plan FFY 2022-2025**

have value and be less time consuming. Willing partners will be critical to success. Enough funding to support the added costs to the possibility of having to provide choices as well as specific needed products and a surveying method.

Partners: LSNP directors & cooks/chefs, funders, RD, DAIL, Nutrition Directors, tech support

Action plan:

- Establish standards
- Meet with RD to develop plan
- Meet with LSNP contractors to generate buy in & working method of communication
- Connect RD with LSNPs
- Have RD identify potential meals to gather recipes
- Analyze recipes, develop approved standardized recipes
- RD meets with cooks/chefs for input to the development process & use of the standardized menus, barriers to adopting this goal & successes
- Provide training
- Develop system to store approved meals and how to mark menus
- Build a system of tracking changes and results (feedback)
- Encourage chef/cook connection with MOWs clients
- Build a cookbook for VT MOWs meals that are medically tailored
- Establish specific guidelines for RD referrals regarding specific nutrition requirements

**Central Vermont Council on Aging
Area Plan FFY 2022-2025**

**Section D: Goals, Objectives, Strategies, Performance Measures
FFY 2022-2025**

Program: Title IIID Health Promotion and Disease Prevention

Goal: To support the independence, well-being and health of older Vermonters and their family caregivers through participation in evidence-based programs.

Strategy 1: Build robust community partnerships to expand to promote and provide evidence-based fall prevention programs such as Falls Prevention Tai Chi, Matter of Balance, Arthritis Foundation Exercise Program, and Walk with Ease as well as other proven programs like Bone Builders.

Strategy 2: Continue to promote and provide Powerful Tools for Caregivers to address the challenges and stresses faced by family members caring for an older loved one.

Central Vermont Council on Aging
Area Plan FFY 2022-2025

Section D: Goals, Objectives, Strategies, Performance Measures

PROGRAM: National Family Caregiver Support Program

WHO does the program serve?

Unpaid family caregivers of older Vermonters in CVCOA service area.

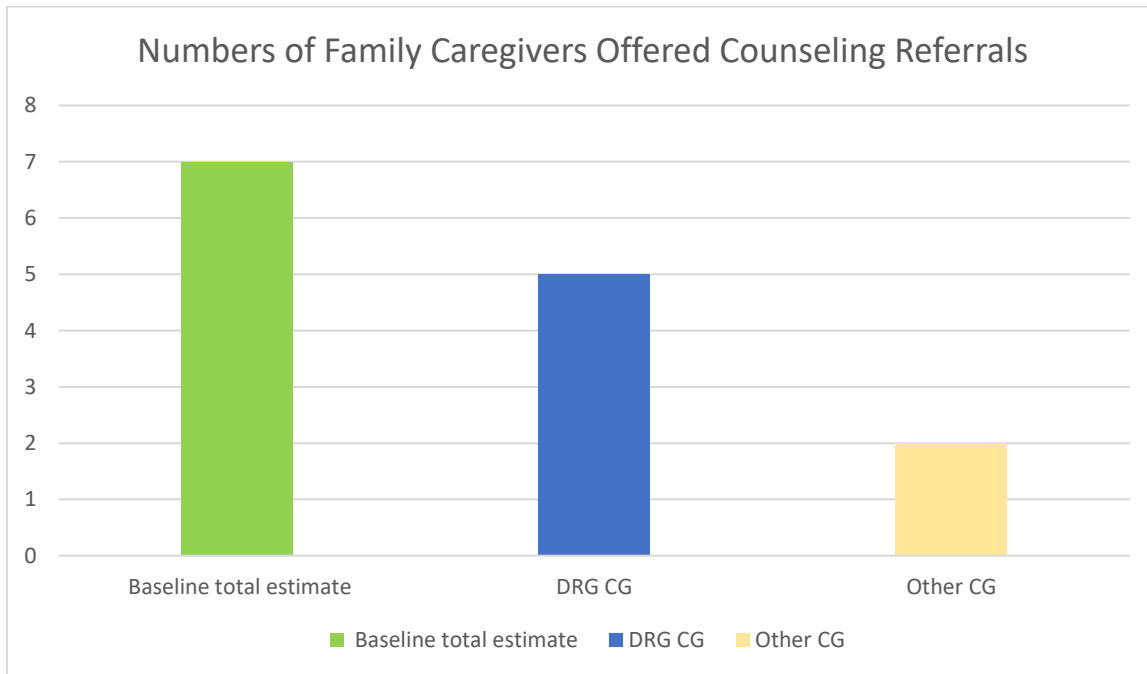
WHAT does the program do?

Provides caregiver consultation, education, referral, resources, respite, social and support activities to promote caregiver wellness and effective, sustainable caregiving.

Goal/Outcome: Increase availability and improve access to caregiver counseling services

Performance Measures

1. #/% of caregivers at risk of stress and burden who are offered counseling



Story Behind the Baseline:

The chart is showing a baseline estimate of the number of family caregivers offered referrals to clinical counseling in the last year. Note that the offer is of general information on

**Central Vermont Council on Aging
Area Plan FFY 2022-2025**

counseling resources or a specific referral (as to an Elder Care Clinician), not to provide clinical counseling services directly through our agency. The first column is a baseline total comprised of 5 DRG caregivers and 2 other caregivers to whom we have provided information and referrals as a result of individual consultation. This represents possibly 4% of caregivers receiving services and referrals through the Family Caregiver Support Program.

We look forward to building capacity to increase referrals as we proceed with the plan to identify and in some cases possibly contract with providers who have appropriate expertise and can accept new clients.

What Works: Have resource list specifically regarding professional/clinical counseling for caregiver support; respond to indicators on Personal Family Caregiver Survey (PFCS) completed by DRG participants/offer referrals.

Partners: WCMH and other community mental health agencies re: role/availability of Elder Care Clinicians and other services; confirm referral processes.

Action plan: Work with CVCOA I&A to develop counselor referral list and keep updated. Administer and follow-up on full PFCS with DRG participants to address need for referrals. Identify or create short intake for other family caregivers to screen for need/interest re: counseling referral. Develop/refine tools for coordinated data collection and reporting. Solicit input from the State Unit on Aging regarding data to track that will be relevant to service, practical for data system entry and useful for Area Plan reporting.

- 2. # of activities provided to the public that contain information on counseling resources available within the communities of the AAA service region.



Story Behind the Baseline:

This will be a new area for us with the minor exception of mention of our Elder Care Clinician arrangement during Powerful Tools for Caregivers classes and possibly other events. The chart estimates a baseline of 2 PTC and one other outreach activity per year.

**Central Vermont Council on Aging
Area Plan FFY 2022-2025**

What Works: Being prepared with well-sourced information ready to distribute and kept updated; having info available on web, in .pdf format and in print; integrating provision into event planning and delivery; collecting and compiling data efficiently and accurately.

Partners: Data Director, Program Coordinators, Communications staff, data assistants.

Action: Identify counseling resources; prepare electronic and print materials for distribution; plan inclusion in public activities and program events; develop/refine tools for coordinated data collection and reporting.

Central Vermont Council on Aging
Area Plan FFY2022-2025

Section D: Goals, Objectives, Strategies, Performance Measures

PROGRAM: Title VII Prevention of Elder Abuse, Neglect and Exploitation

WHO does the program serve?

CVCOA staff, community partners, older Vermonters in the CVCOA service area, and the public.

WHAT does the program do?

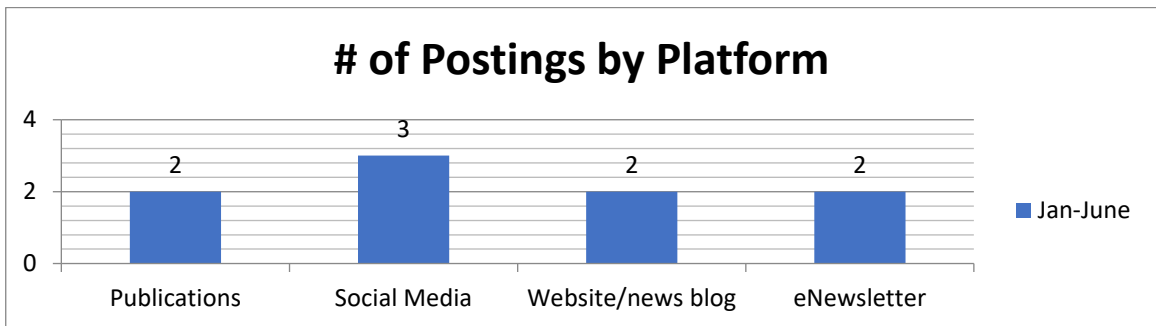
Educate staff, volunteers, community partners, older Vermonters, and the public on issues regarding elder abuse, neglect, and exploitation, including sexual abuse, safety, and financial exploitation. Topics include: identifying suspected abuse, neglect, and exploitation; how to report suspected abuse, neglect, and exploitation; identifying resources to provide appropriate supports and services to older Vermonters who may be experiencing abuse, neglect, and exploitation.

Goal/Outcome: To increase awareness of staff, volunteers, community partners, and older Vermonters about issues of elder abuse, neglect, and exploitation through an ongoing media campaign.

Headline Performance Measures:

1. The public will receive information periodically through e-newsletters and/or articles.

(Example)



Story Behind the Curve: Will track how success our media campaign is by analyzing the number of publications sent out to older Vermonters in the CVCOA service area, as well as, comparing social media statistics (e.g.: number of “likes”, touches or views).

**Central Vermont Council on Aging
Area Plan FFY2022-2025**

What Works: Will use existing digital platforms and media contacts to get items published. Will also mail hardcopy items to community partners which has been very effective in the past.

Partners: Media outlets, community partners, friends, staff & family members sharing information from published articles across all communication services.

Action: Will explore creating and funding for the development of radio ads to increase public knowledge about Preventing Elder Abuse, Neglect and Exploitation. Will continue to use social media to inform the public, as well as traditional media outlets, newsletters, MOW inserts and flyers.

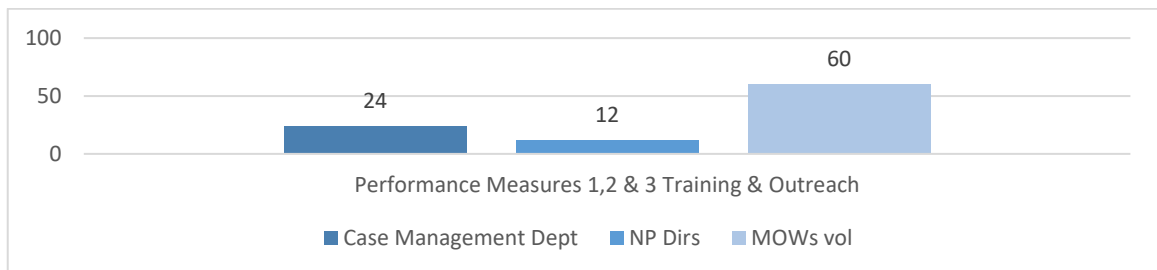
Goal/Outcome: Offer training to staff, volunteers, Nutrition Directors, and Meals on Wheels participants about elder abuse, neglect and exploitation.

Headline Performance Measures:

1. # (%) of CVCOA staff trained on topics regarding prevention of elder abuse, neglect and exploitation.
2. # (%) of contracted Nutrition Program Directors and volunteers educated on issues regarding elder abuse, through information and participation in training.
3. # (%) of Meals on Wheels participants receiving information on elder abuse at least 1x/ year through inserts.

Combined performance measures 1, 2 & 3. CVCOA staff, volunteers, and community partners will have increased exposure to materials and training regarding issues of elder abuse, neglect, and exploitation. The expectation is that with increased awareness of the red flag signs of elder abuse, neglect, and exploitation staff, volunteers and community partners will know where to make appropriate referrals to support clients to live safely in the setting of their choice.

(Example)



**Central Vermont Council on Aging
Area Plan FFY2022-2025**

Story Behind the Curve:

Elder abuse is a serious problem in our society. We know that many cases of elder abuse are unreported due to shame, poor understanding of what abuse is, or agism. Tracking training data on staff, volunteers, Nutrition Directors, and MOW participants, will provide CVCOA to gauge gaps in training and opportunities to strengthen our knowledge base regarding issues of elder abuse, neglect, and exploitation.

What Works: Ongoing training will prepare staff, volunteers, community partners, older Vermonters, and the public to recognize signs of elder abuse, neglect, and exploitation. It will also identify and provide current resources and services to support older Vermonters who may be experiencing abuse, neglect, and exploitation.

Partners:

Included but not limited to Sexual Assault Crisis Team, VT Network against Domestic Violence & Sexual Abuse, Victim Advocates (for each of the counties we serve), Circle, law enforcement, APS, housing providers, mental health providers, Vermont attorney general's office, Vermont Legal Aid. We will use our community partners and coordinate their services and CVCOA staff and services to support older Vermonters who may be dealing with abuse, neglect, and exploitation.

Action plan: CVCOA staff will participate in training on various issues of elder abuse, neglect, and exploitation for the purpose of identifying older adults who may be victims of abuse. Case management staff will participate in training to help clients who may be victims and to know what resources are available to provide appropriate supports and services. Contracted nutrition program directors will participate in training on various issues of elder abuse, neglect, and exploitation for the purposes of identifying older adults who may be victims of abuse. They will learn how to report suspected abuse. Meals on Wheels volunteers will participate in training on various issues of elder abuse, neglect, and exploitation for the purpose of identifying meals recipients who may be victims of abuse. They will learn how to report suspected abuse.

**Central Vermont Council on Aging
Area Plan FFY 2022 - 2025**

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

It has become increasingly clear that ongoing challenges with data management, in particular our reliance on SAMS/Mediware, need to be addressed. While client records are input into the database, we are not able to access the data needed for NAPIS and other reporting easily or effectively. The functionality and support issues are sources of great frustration. Exploring other database options and the overall management of our data will be a primary focus of our new Executive Director.

Client assessments and case notes are done in SAMS/Mediware so they are immediately accessible to all necessary staff. This allows for more efficient supervision and immediate access to client records; this is especially helpful during times of staff vacation, illness, or unexpected leave and while we are working remotely during COVID.

We currently contract with a data consultant to help design reports and pull the necessary data. Together with CVCOA staff, the consultant works to identify gaps in accessing data into reports and to help find solutions. The consultant works with the ED and program staff on the annual NAPIS reporting. We review NAPIS data several times a year with our leadership team, composed of relevant program directors.

Our Nutrition & Wellness Director works closely with our contracted nutrition programs, assisting them with their data management. CVCOA purchased ServTracker for our two largest nutrition programs that account for almost half of the meals clients served.

Our Volunteer Services (Senior Companion, RSVP and Good Neighbor, our general agency volunteer program) all use Batter Impact, a volunteer management database.

We engage rbTechnology to perform most IT services required to keep our network functioning effectively and staff access the tools and support they require. They work with us to ensure our server can handle our needs, troubleshoot when necessary, and maintain security.

Additionally, we have an Internal Tech Team that meets monthly to help the agency move forward with needed new technologies so staff can work more efficiently and effectively.

**Central Vermont Council on Aging
Area Plan FFY 2022- 2025**

Section F: Continuous Quality Improvement Plan

Central Vermont Council on Aging is guided by the assurances, required activities and goals, and reporting information stipulated in by the Older Americans Act and any federal and state grants. We employ a number of procedures to review the quality, effectiveness and need for services. We are further guided by our strategic plan.

Results Based Accountability (RBA) report cards measure the performance of meeting the goals outlined in our Area Plan. This model provides uniform reporting and evaluation on the impact of programs and services to meet the needs of older Vermonters and their family caregivers. Management and leadership have received RBA training and we are working on a plan for ongoing training.

We use several ongoing internal review processes to engage staff and clients to ensure the quality of our work.

- The executive director reports to the board of directors monthly. This provides oversight of budget and operations.
- Management team (comprised of ED, Director of Case Management, & Director of Community Services) meets weekly. Goals, data, budget, personnel, and operations are reviewed and addressed.
- Leadership Team (comprised of management Team and all program directors) meets twice/month. Service delivery, data management, meeting goals and other issues facing the agency are reviewed and addressed.
- Case Management Services department (case management/I&A/SHIP) meets monthly. Best practices are reviewed and emphasized; training on assessment and other issues are reinforced.
- Community Services department (nutrition/transportation/volunteer programs) meets monthly. Data management is reviewed; best practices emphasized; client and partner needs reviewed; strategies are outlined.
- Individual supervision and record review occurs on a regular basis with case management staff. Case management/I&A supervisors read journal notes monthly to ensure quality of services and that all avenues of assistance are explored and to track deliverables.
- Formal peer support for case managers occurs bi-monthly, with discussion of best practices as well as a chance to brainstorm around complex cases and how to work with difficult clients.

Central Vermont Council on Aging
Area Plan FFY 2022- 2025

- Nutrition Program Director meets monthly with contracted nutrition program directors. Requirements of the contract are reviewed, and fulfillment is tracked. Data management around in-take forms and service deliveries are reviewed. CVCOA staff attend to present on I&A referrals, 3Squares outreach and other benefits programs, Medicare and more. Menus are reviewed by contracted RD on an ongoing basis and nutrition education created.
- Program directors meet quarterly with DAIL and their counterparts at the other AAAs. RBA goals and measurements reviewed; challenges discussed; solutions created; trainings attended.
- Programs and services that have direct client contact gain feedback through program evaluations and follow up surveys to further inform our work.
- CVCOA maintains oversight of program requirements related to contracted services: nutrition, transportation, legal aid, and elder care clinician program.
- Staff engage in regular meetings with Accountable Community for Health and other community partners.

Additionally, CVCOA ensures quality improvement in the following manner:

1. Employee performance reviews, which include goal setting and improvement strategies, are done annually (after 6 months for new employees).
2. New staff members undergo a thorough orientation process which includes shadowing current employees, meeting with representatives of all departments, and general agency orientation.
3. Periodic supervisor training is offered internally. Staff members are encouraged to attend external training when available.
4. Professional development training, such as CADER, is made available to and encouraged for all staff.
5. A supervisor available during work hours for consultation either in person or via phone or email.
6. Internal Tech Team works with Management and Leadership to ensure we continue to obtain and utilize new technologies for greater efficiency and effectiveness in our workflow, such as VPN remote access to the server and business management software on devices to ensure confidentiality of client data.

Section 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

CVCOA requests approval of the State Unit on Aging for direct provision of the following service for Federal Fiscal Years 22-25.

Reason for request:

- 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.

Program: National Family Caregiver Support Program

Service: Caregiver Training / Evidence-Based Program – Powerful Tools for Caregivers

Service Area: Entire CVCOA Service Area (Washington, Orange and Lamoille counties minus Thetford, plus Bethel, Hancock, Granville, Pittsfield, Rochester, Royalton, Sharon and Stockbridge)

Estimated Persons Served for SFY waiver is requested: 30 each FY

AAA FTE's dedicated to direct service requested: .10 FTE

Describe the activities and anticipated results of the activities performed by AAA staff:

Activities:

Planning with staff, class leader volunteers and community hosts

Publicity and outreach

Enrollment where appropriate; information about other services and resources if not enrolling

Preparation of class materials and communication

Leading the classes (two staff/2-3 series per year)

Data entry and reporting

Anticipated results:

Having sufficient enrollment for 2-3 class series per year

Referrals to other/additional CVCOA and community services

Increase in social and resource connections for participating caregivers

Carryover participation to other CVCOA activities such as caregiver respite grants, memory café and caregiver tea

Describe the efforts undertaken by AAA to seek potential local providers to perform the function. – please be comprehensive and specific:

Efforts were made in recent years to interest the Elder Care Clinicians statewide group to train counselors to offer PTC; similarly, CVCOA had meetings and dialogue with Gifford Health Care to see if their Community Health Team could become a PTC provider. Neither group felt they had the capacity to take this on.

CVCOA has since begun the effort to cultivate new class leaders outside of agency by focusing on “graduates” of past PTC series – caregivers whose lives have moved to a different phase and may now bring their experience to support others. We have one such community member intending to take class leader training in the near future. We also created a PTC Class Leader job description in 2019 and continue to feature it among volunteer opportunities offered through RSVP and Volunteer Services.

Plan of action to build local provider capacity to provide direct service:

Our perspective on building local provider capacity to offer PTC is that partnership makes a lot of sense. There has been tremendous value in having CVCOA staff lead PTC classes over these many years. Family caregivers are often stressed and uncertain about engaging in groups; having an established connection with CVCOA and its staff helps caregivers feel more secure to step into a class. Conversely, participants who get to know our staff in PTC classes more readily migrate into other supportive activities we offer such as memory café and caregiver teas. Co-leading with additional providers can be one way to expand capacity and while retaining the benefits of CVCOA staff leading some classes.

In the past two years or more the Family Caregiver Support Director has worked closely with the Brain Injury Association of Vermont to provide caregiver support workshops. We will approach that organization to assess potential for training their staff or volunteers to become PTC class leaders; CVCOA can offer experienced co-leading (as is required for any new co-leaders) as well as mentorship to build such capacity.

What is the role of each AAA staff? What shifts in workload within the agency or other accommodations if any, will be made to provide the direct service requested?

The Director of Family Caregiver Support organizes classes, coordinates publicity with the agency Development and Communications staff (Director and Assistant), coordinates class planning with volunteer class co-leaders (two active) and performs outreach to caregivers and community partners. The Director and a case manager are active co-leaders of the classes; one additional staff member is also trained to lead classes. These functions have been integrated into existing work schedules. As outside agencies develop capacity to co-lead with us or offer classes independently, there may be more CVCOA staff time available to meet increasing demands of caregiver support.

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

Plan of action (including anticipated timeline) to build local provider capacity to provide direct service in the future - please be comprehensive and specific: *Which organizations in your network will your agency approach to transition this direct service to? How will your agency approach finding an organization to provide this direct service? What support does your agency anticipate potential partners will need to implement this service? Once transitioned, what support does your agency expect to provide on an ongoing basis?*

CVCOA received no comments from the public on our waiver request during our efforts to solicit input on our plan.

Vermont Older American’s Act Policy and Operations Manual – Attachment A

As noted above, many community partners do not have the capacity at this time to take on providing Powerful Tools for Caregivers, a program that CVCOA sees as essential. CVCOA will continue its effort to engage more community partners and recruit volunteer class leasers to help provide this service. BIA-VT will be solicited to become a direct service provider, building on caregiver education efforts undertaken jointly and the positive experiences such efforts produced. We also have an active statewide AAA Caregiver Coordinator group with whom we are presently collaborating on offering PTC online; we will mine that group for ideas regarding other organizations to approach, whether as a local entity or on a statewide basis. CVCOA can offer partnership and transition support in mentoring new class leaders as well as sharing experience with organizing and running classes; ongoing support can include referrals of participants to classes, publicizing classes and keeping communication open to see what else may be fitting. We can possibly offer monetary support through IIID funding as well.

This direct service waiver is approved by: _____

for the following time period:

Today’s Date: [Click or tap to enter a date.](#)

**Central Vermont Council on Aging
Area Plan FFY 2022-2025**

Section H: Public Hearing

Due to limited staff capacity, we used a different outreach strategy to engage public comment on our Area Plan FFY 2022-2025 rather than an in-person or virtual public hearing.

- 8/23/2012: A blog post was placed on the CVCOA website seeking feedback on the area plan draft. This included general information, a feedback form for submission, links to learn about the statewide area plan, text of the Executive Summary of the plan, and a link to the full text of the plan. 223 total page views were received.
- 8/23/2021: A Special Announcement was sent to our Constant Contact email list seeking input. 1511 emails were sent; 438 email opens; 78 clicks to the blog post on the website.
- 8/23/2021: A Facebook post calling for feedback on area plan draft and linking to blog post on the website with details and form. 109 people reached; 7 engagement; and a follow up comment to encourage participation

The deadline to submit the feedback for was Tuesday, September 7th at 11:59 p.m.

There were eight form submissions, representing eight different towns in all three counties of our service area. Comments included encouragement to continue our presentations for those new to Medicare and around Part D prescription coverage; appreciation of our efforts to focus on technology for older adults and our creative ways to ameliorate social isolation; purposeful volunteer opportunities for older adult; and an acknowledgement of our concern to find ways to reduce the waitlist for and to increase Moderate Needs/ flexible choices. Other comments included topics we advocate to address, such as vision and dental coverage and lack of health care professionals; end-of-life planning; and increased retirement living options. This feedback is consistent with what is outlined in our area plan. CVCOA is always open to receiving public input to inform our work.

Appendix A

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 Aging 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 Administration on Aging 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-
 - i. Respond to the needs and preferences of older individuals and family caregivers;
 - ii. Facilitate the provision, by service providers, of long-term care in home and community-based settings; and
 - iii. 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 –
 - a. 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.
 - b. 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
 - c. Include proposed methods to achieve the objectives described in items a and b above.
 - d. 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 –
 - i. 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;
 - ii. 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
 - iii. 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 2018 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	FFY20 Budgets FFY19-FFY22 Area Plan Updates
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 NAPIS Reporting Procedures (sent to NAPIS leads by 10/13/17 and posted to <http://asd.vermont.gov/resources/program-manuals/>) for specific instruction related to the submission of NAPIS 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.

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.
- 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.
- 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 \$5000/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 FY2019 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. 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 tray 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.

D. 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.

ATTACHMENT E

ASSURANCES:

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

SOV CONTRACTOR/GRANTEE/BUSINESS ASSOCIATE: CENTRAL VERMONT COUNCIL ON AGING

SOV CONTRACT NO. SFY AREA PLAN UPDATE

CONTRACT EFFECTIVE DATE: _____

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 Party identified in this Agreement as Contractor or Grantee above (“Business Associate”). This Agreement supplements and is made a part of the contract or grant (“Contract or Grant”) to which it is attached.

Covered Entity and Business Associate enter into this Agreement to comply with the 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. Terms defined in this Agreement are italicized. Unless otherwise specified, when used in this Agreement, defined terms used in the singular shall be understood if appropriate in their context to include the plural when applicable.

“Agent” means an Individual acting within the scope of the agency of the *Business Associate*, in accordance with the Federal common law of agency, as referenced in 45 CFR § 160.402(c) and includes Workforce members and *Subcontractors*.

“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 for “Business Associate” in 45 CFR § 160.103 and means Contractor or Grantee and includes its Workforce, *Agents* and *Subcontractors*.

“*Electronic PHI*” shall mean *PHI* created, received, maintained or transmitted electronically in accordance with 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*” (“*PHI*”) shall have the meaning given in 45 CFR § 160.103, limited to the *PHI* created or received by *Business Associate* from or on behalf of Covered Entity.

“*Required by Law*” means a mandate contained in law that compels an entity to make a use or disclosure of *PHI* and that is enforceable in a court of law and shall have the meaning given in 45 CFR § 164.103.

“*Report*” means submissions required by this Agreement as provided in section 2.3.

“*Security Incident*” means the attempted or successful unauthorized Access, Use, Disclosure, modification, or destruction of Information or interference with system operations in an Information System relating to *PHI* in accordance with 45 CFR § 164.304.

“*Services*” includes all work performed by the *Business Associate* for or on behalf of Covered Entity that requires the Use and/or Disclosure of *PHI* to perform a *Business Associate* function described in 45 CFR § 160.103.

“*Subcontractor*” means a Person to whom *Business Associate* delegates a function, activity, or service, other than in the capacity of a member of the workforce of such *Business Associate*.

“*Successful Security Incident*” shall mean a *Security Incident* that results in the unauthorized Access, Use, Disclosure, modification, or destruction of information or interference with system operations in an Information System.

“*Unsuccessful Security Incident*” shall mean a *Security Incident* such as routine occurrences that do not result in unauthorized Access, Use, Disclosure, modification, or destruction of information or interference with system operations in an Information System, such as: (i) unsuccessful attempts to penetrate computer networks or services maintained by *Business Associate*; and (ii) immaterial incidents such as pings and other broadcast attacks on *Business Associate's* firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above with respect to *Business Associate's* Information System.

“Targeted Unsuccessful Security Incident” means an *Unsuccessful Security Incident* that appears to be an attempt to obtain unauthorized Access, Use, Disclosure, modification or destruction of the Covered Entity’s *Electronic PHI*.

2. Contact Information for Privacy and Security Officers and Reports.

2.1 *Business Associate* shall provide, within ten (10) days of the execution of this Agreement, written notice to the Contract or Grant manager the names and contact information of both the HIPAA Privacy Officer and HIPAA Security Officer of the *Business Associate*. This information must be updated by *Business Associate* any time these contacts change.

2.2 Covered Entity’s HIPAA Privacy Officer and HIPAA Security Officer contact information is posted at: <http://humanservices.vermont.gov/policy-legislation/hipaa/hipaa-info-beneficiaries/ahs-hipaa-contacts/>

2.3 *Business Associate* shall submit all Reports required by this Agreement to the following email address: AHS.PrivacyAndSecurity@vermont.gov

3. Permitted and Required Uses/Disclosures of PHI.

3.1 Subject to the terms in this Agreement, *Business Associate* may Use or Disclose *PHI* to perform *Services*, as specified in the Contract or Grant. Such Uses and Disclosures are limited to the minimum necessary to provide the *Services*. *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* and only in compliance with applicable laws and regulations.

3.2 *Business Associate* may make *PHI* available to its Workforce, Agent and Subcontractor who need Access to perform *Services* as permitted by this Agreement, provided that *Business Associate* makes them aware of the Use and Disclosure restrictions in this Agreement and binds them to comply with such restrictions.

3.3 *Business Associate* shall be directly liable under HIPAA for impermissible Uses and Disclosures of *PHI*.

4. **Business Activities.** *Business Associate* may Use *PHI* if necessary for *Business Associate's* proper management and administration or to carry out its legal responsibilities. *Business Associate* may Disclose *PHI* 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 such *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 to notify *Business Associate*, within five (5) business days, in writing of any *Breach* of Unsecured *PHI* of which it is aware. Such Uses and Disclosures of *PHI* must be of the minimum amount necessary to accomplish such purposes.

5. **Electronic PHI Security Rule Obligations.**

5.1 With respect to *Electronic PHI*, *Business Associate* shall:

a) Implement and use Administrative, Physical, and Technical Safeguards in compliance with 45 CFR sections 164.308, 164.310, and 164.312;

b) Identify in writing upon request from Covered Entity all the safeguards that it uses to protect such *Electronic PHI*;

c) Prior to any Use or Disclosure of *Electronic PHI* by an *Agent* or *Subcontractor*, ensure that any *Agent* or *Subcontractor* to whom it provides *Electronic PHI* agrees in writing to implement and use Administrative, Physical, and Technical Safeguards that reasonably and appropriately protect the Confidentiality, Integrity and Availability of *Electronic PHI*. 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*, and be provided to Covered Entity upon request;

d) Report in writing to Covered Entity any *Successful Security Incident* or *Targeted Security Incident* as soon as it becomes aware of such incident and in no event later than five (5) business days after such awareness. Such report shall be timely made notwithstanding the fact that little information may be known at the time of the report and need only include such information then available;

e) Following such report, provide Covered Entity with the information necessary for Covered Entity to investigate any such incident; and

f) Continue to provide to Covered Entity information concerning the incident as it becomes available to it.

5.2 Reporting *Unsuccessful Security Incidents*. *Business Associate* shall provide Covered Entity upon written request a *Report* that: (a) identifies the categories of *Unsuccessful Security Incidents*; (b) indicates whether *Business Associate* believes its current defensive security measures are adequate to address all *Unsuccessful Security Incidents*, given the scope and nature of such attempts; and (c) if the security measures are not adequate, the measures *Business Associate* will implement to address the security inadequacies.

5.3 *Business Associate* shall comply with any reasonable policies and procedures Covered Entity implements to obtain compliance under the Security Rule.

6. **Reporting and Documenting Breaches.**

6.1 *Business Associate* shall *Report* to Covered Entity any *Breach* of *Unsecured PHI* as soon as it, or any Person to whom *PHI* is disclosed under this Agreement, becomes aware of any such *Breach*, and in no event later than five (5) business days after such awareness, except when a law enforcement official determines that a notification would impede a criminal investigation or cause damage to national security. Such *Report* shall be timely made notwithstanding the fact that little information may be known at the time of the *Report* and need only include such information then available.

6.2 Following the *Report* described in 6.1, *Business Associate* shall conduct a risk assessment and provide it to Covered Entity with a summary of the event. *Business Associate* shall provide Covered Entity with the names of any *Individual* 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 *Individual*, as set forth in 45 CFR §

164.404(c). Upon request by Covered Entity, *Business Associate* shall provide 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.

6.3 When *Business Associate* determines that an impermissible acquisition, Access, Use or Disclosure of *PHI* for which it is responsible is not a *Breach*, and therefore does not necessitate notice to the impacted *Individual*, it shall document its assessment of risk, conducted as set forth in 45 CFR § 402(2). *Business Associate* shall make its risk assessment available to Covered Entity upon request. It shall include 1) the name of the person 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.

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*. *Business Associate* shall make its mitigation and corrective action plans available to Covered Entity upon request.

8. **Providing Notice of Breaches.**

8.1 If Covered Entity determines that a *Breach* of *PHI* for which *Business Associate* was responsible, and if requested by Covered Entity, *Business Associate* shall provide notice to the *Individual* whose *PHI* has been the subject of the *Breach*. When so requested, *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. *Business Associate* shall be responsible for the cost of notice and related remedies.

8.2 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.

8.3 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).

8.4 *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* to require compliance with HIPAA and to ensure *Business Associate* and *Subcontractor* comply with the terms and conditions of this Agreement. *Business Associate* must enter into such written agreement before any Use by or Disclosure of *PHI* to such *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 *PHI*. *Business Associate* shall provide a copy of the written 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 five (5) 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 five (5) 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 five (5) 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* available to the Secretary of Health and Human Services (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 the *PHI* is destroyed or returned to Covered Entity subject to Section 18.8.

14.2 If *Business Associate* fails to comply with any material term of this Agreement, Covered Entity may provide an opportunity for *Business Associate* to cure. If *Business Associate* does not cure within the time specified by Covered Entity or if Covered Entity believes that cure is not reasonably possible, Covered Entity may immediately terminate the Contract or Grant without incurring liability or penalty for such termination. If neither termination nor cure are feasible, Covered Entity shall report the breach to the Secretary of HHS. Covered Entity has the right to seek to cure such failure by *Business Associate*. Regardless of whether Covered Entity cures, it retains any right or remedy available at law, in equity, or under the Contract or Grant and *Business Associate* retains its responsibility for such failure.

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, *PHI* 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 *PHI*. *Business Associate* shall certify in writing and report to 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 report to Covered Entity any conditions that *Business Associate* believes make the return or destruction of *PHI* infeasible. *Business Associate* shall extend the protections of this Agreement to such *PHI* and limit further Uses and Disclosures to those purposes that make the return or destruction infeasible for so long as *Business Associate* maintains such *PHI*.

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 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 Covered Entity's 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. Miscellaneous.

18.1 In the event of any conflict or inconsistency between the terms of this Agreement and the terms of the Contract or Grant, the terms of this Agreement shall govern with respect to its subject matter. Otherwise, the terms of the Contract or Grant continue in effect.

18.2 Each party shall cooperate with the other party to amend this Agreement from time to time as is necessary for such party to comply with the Privacy Rule, the Security Rule, or any other standards promulgated under HIPAA. This Agreement may not be amended, except by a writing signed by all parties hereto.

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

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

18.5 *Business Associate* shall not have or claim any ownership of *PHI*.



18.6 *Business Associate* shall abide by the terms and conditions of this Agreement with respect to all *PHI* 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.

18.7 *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 *PHI* may not be sold without Covered Entity’s or the affected *Individual’s* written consent.

18.8 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.

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.

ATTACHMENT B

Verification of Intent

The _____ Area Agency on Aging's Area Plan update is hereby submitted for the period

January 1, 2021 – June 30, 2021. 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.

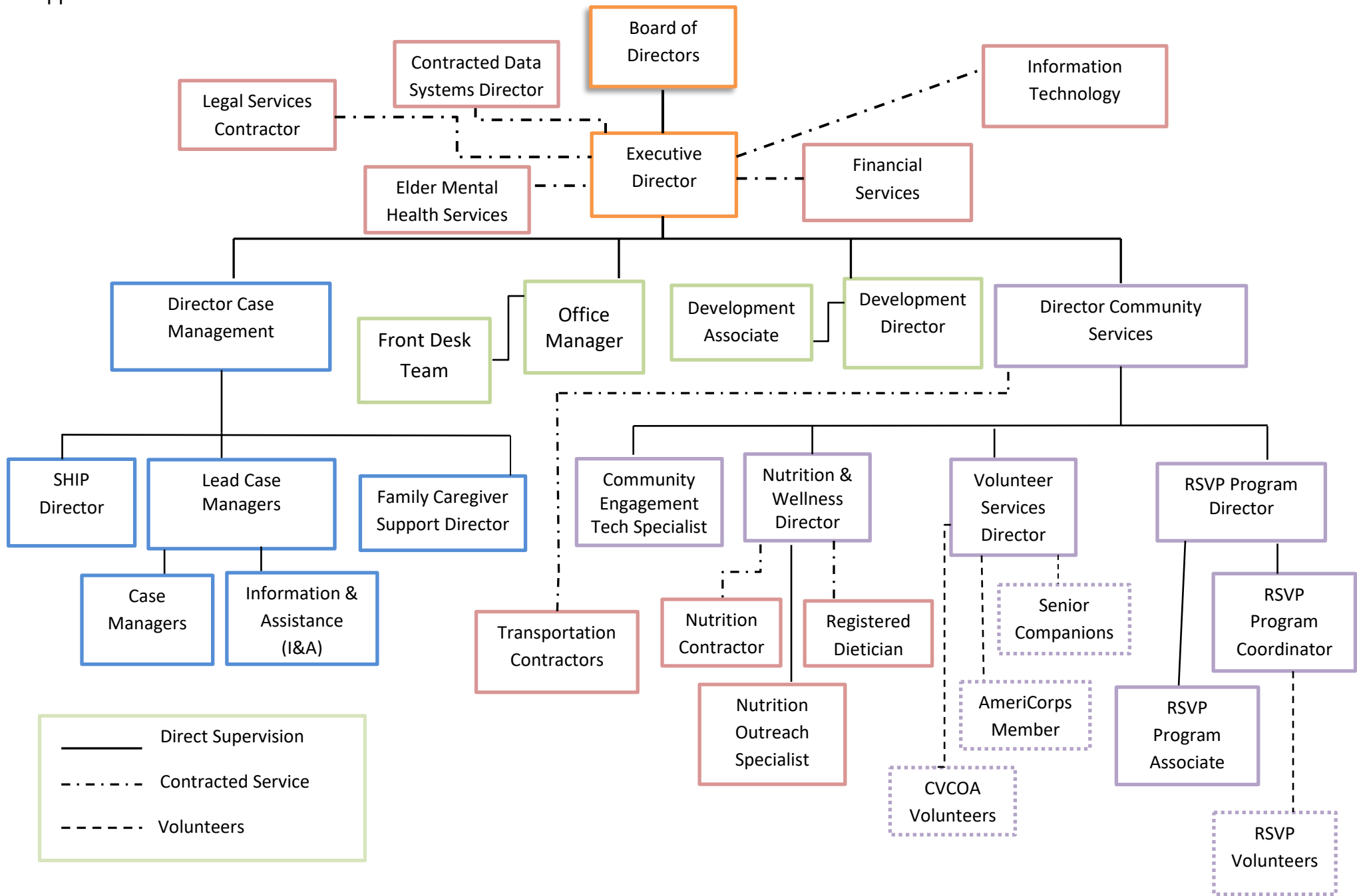
(signed)
Date _____ Area Agency on Agency Director

(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



Central Vermont Council on Aging (CVCOA) Organizational Chart
 July 8, 2021 CVCOA Page 87 of 103



APPENDIX B

ADVISORY COUNCIL MEMEBERSHIP

Fiscal Year 2022

Patsy French

886 Hollow Hill

Randolph VT 05060

728-9421/ 793-6131 p_french@myfairpoint.net

Affiliation: former legislator

Mike Reiderer

Community Relations Manager, Orange/ N. Windsor

Tri-Valley Transit

PO Box 356, 1 L Street

Randolph VT 05060

728-3773 mreiderer@trivalleytransit.org

Affiliation: contracted transit provider

Linda Conroy

PO Box 427

Plainfield VT 05667

845-546-6500 lindarella802@gmail.com

Affiliation: former VT Senior Companion Program director

JoAnn Ornitz

Barre VT 05641

793-9716 jmornwitz@aol.com

Affiliation: former family caregiver

Nicole Founier-Grisgraber

Director

Meals on Wheels of Lamoille County (MOWLC)

21 Munson Avenue

Morrisville VT 05661
888-5011 meals@mowlc.org
Affiliation: contracted nutrition program

Vicki Brooker

Director
Waterbury Area Senior Center (WASCA)
14 Stowe Street
Waterbury VT 05676
244-1234 direcor@wasca.org
Affiliation: contracted nutrition program

Sue Pirie

Director
Chelsea Senior Center
United Church, PO Box 44
Chelsea VT 05038
658-2290 chelsesseniorcenter@gmail.com
S. Royalton Senior Center & S. Strafford Mealsite
4266 VT Route 14
South Royalton VT 05068
763-7386 royaltonseniors@gmail.com
Affiliation: contracted nutrition programs

Susan Bartlett

Hyde Park VT
senatorbartlett@comcast.net
Affiliation: family caregiver & former legislator

Mark Schmoll

Eldercare Clinician Program Director
Washington County Mental Health Services
PO Box 647
Montpelier VT 05601
223-6328 Mark.Schmoll@wcmhs.org
Affiliation: contracted Eldercare Clinician program

APPENDIX B

CENTRAL VERMONT COUNCIL ON AGING BOARD OF DIRECTORS, Fiscal Year 2021

Executive Director
John Mandeville jmandeville@cvcoa.org

BOARD MEMBERS

1. **EMILY McKENNA**
(Co-president/co-Vice President) (2nd term ends September 2021)
358 Elmore Knolls, Elmore VT 05661
860-208-8129; emckenna@cvhhh.org
2. **BECKY WRIGHT**
(Co-president/co-Vice President) (2nd term ends September 2021)
16 Maple Street, Randolph, VT 05060
802-728-9343; beclove60@gmail.com
3. **DONNA WATTS (secretary)** (3rd term ends Sept. 2022)
PO BOX 349, 147 Towne Avenue, Plainfield, VT 05667
802-454-7176; 802-249-0412 c; donnamwatts@me.com
4. **BETH SPRINGSTON (treasurer)** (1st term ends September 2022)
108A Pope Meadow Drive, Morristown, VT 05661
704-661-4425; bethspr@gmail.com
5. **DENISE DALMASSE** (1st term ends September 2022)
705 Maple Run Lane, Stowe, VT 05672
802-793-8080; djd144@gmail.com
6. **ED LOEWENTON** (1st term ends September 2022)
1958 Elmore Road, Morrisville, VT 05661
802-888-3375; ed@loewenton.org
7. **DENISE RICKER** (1st term ends September 2022)
399 Murray Hill Drive, Montpelier, VT 05602
802-522-5380; pdricker@comcast.net

8. **DONNA HARRIS** (1st term ends September 2022)
450 West Hill Road, Worcester, VT 05682
802-223-0413; donna@alurhsa.org
9. **GENNY ALBERT** (1st term ends September 2022)
c/o Arts Fest, 67 N. Main St. Randolph VT 05060
802-265-0730; executivedirector@artsbusvt.org
10. **PAULA OTENTI** (1st term ends September 2022)
150 Zdon Road, Middlesex VT 05602
802-505-5272; Renaissancewoman17@gmail.com

Executive Committee: Becky Wright, Emily McKenna, Donna Watts, Beth Springston

Finance Committee: Beth Springston, Ed Loewenton, Genny Albert

Fund Development Committee: Becky Wright, Emily McKenna, Luke Rackers (staff)

Board Development Committee, Donna Watts

Updated July 27, 2021

APPENDIX C
CVCOA EMERGENCY PREPAREDNESS/CONTINUITY OF OPERATIONS PLAN
Update July 2021

1. **Potential hazards** that could create an emergency situation for CVCOA, including both internal and external threats, such as:
 - Flood
 - Ice storm/blizzard/winter storm
 - Power outage
 - Epidemic/pandemic
 - Vandalism/theft
 - Terrorism/national state of emergency
 - Fire
 - Network malfunction/virus
 - Unexpected loss of staff member

2. **Critical Assets** that CVCOA has, for consideration in an emergency include:
 - Staff
 - Buildings/offices – Barre, Lamoille, Randolph, Rochester, S. Royalton
 - Equipment including phones/cellphones, computers/laptops, servers, postage machine, copier/printers
 - Information on back up files (cloud and server) including client information, payroll, benefits, employee information
 - Emergency documents held on server and in Executive Director office
 - Financial files (paper) held in Barre office and by accountants
 - Office supplies and forms
 - Furniture such as chairs, tables, lamps, cabinets, kitchen, desks, signs

3. **Other External assets** include:
 - Accounting Firm (Fothergill, Segale and Valley)
 - Board members
 - Partner agencies
 - Volunteers

4. **CRITICAL OPERATIONS (internal)**
 - Payroll

- Billing
- Building
- Bills

5. INTERNAL PROTOCOL IN CASE OF EMERGENCY:

- Notify staff
- Notify clients
- Notify landlord
- Notify IT vendor
- Notify accountants
- Notify Board of Directors
- Arrange for bill paying through accountants
- Secure Credit card/hand checks for purchases

6. CRITICAL OPERATIONS (Programmatic):

- Information and Assistance calls/walk-ins, appointments (daily)
- Choices for Care clients visits (monthly)
- Case management as needed
- Congregate meals (as scheduled by contracted nutrition partners)
- Home Delivered meals (as scheduled by contracted nutrition partners)
- Volunteer management (Good Neighbor, Senior Companion & RSVP) as needed
- Transportation as arranged through contracted transit providers
- SHIP appointments and classes
- Family Caregiver support services and events
- Wellness Programs

7. PROGRAM PROTOCOL IN CASE OF EMERGENCY:

- **General:**
 - Establish alternate work sites if necessary.
 - Arrange for phone/internet/computer.
 - Communicate with staff and board.
- **Internal agency:**
 - Agency Communications:
 - CVCOA maintains an emergency phone tree in addition to emergency email and text lists.

- Contact information for all staff positions is available to all staff on the Emergency Contact list, distributed regularly.
 - The executive director or his/her designee will make the decision to implement the phone tree based on the situation.
 - Reasons to implement the phone tree include weather-based closures, office emergency, staff death.
 - CVCOA staff have access to the emergency phone tree and to the agency “Weather or Not” policy which delineates how weather closures will be determined.
 - Person in charge: Executive Director or Designee.
- Payroll/Financial:
 - Payroll is prepared by Office Manager using Accountants World and is housed on our server, then submitted to Fothergill, Segale and Valley (FSV), our accounting firm.
 - Hand checks may be written by the Executive Director or members of management team.
 - Agency credit card may be used with permission by the Executive Director or a member of management team.
 - FSV is located at a separate location which allows for duplication and back-up in case of emergency.
- Computer/internet:
 - Contact IT provider.
 - Determine ability to work, restore server and network, determine data loss and recover data.
 - Person in charge: Office Manager and IT provider.
- Network Security:
 - All issues of network security are delegated to the IT vendor, including computer maintenance, back up, security, anti-virus.
 - Person in charge: Office Manager or Executive Director.
- **Program specific:**
 - Case management:

- Contact Choices for Care and other vulnerable clients.
 - Identify staff able to work and assign clients.
 - Triage Helpline/I&A and urgent client visits based on disaster and staff availability.
 - Person in charge: Director of Case Management.
- Information and Assistance/ Helpline:
 - Identify staff able to work and assign clients.
 - Triage Helpline/I&A and urgent client visits based on disaster and staff availability.
 - Person in charge: Director of Case Management.
- Nutrition Programs:
 - Contact meal sites/Directors to assess capability of serving on-site meals and delivering home delivered meals. Find out what assistance is needed. Find out if clients received emergency meals.
 - Person in Charge: Nutrition and Wellness Director.
- Transportation:
 - Contact transportation providers to determine temporarily closed routes and/or unavailable drivers. Assess CVCOA role to assist clients.
 - Person in charge: Director of Community Services.
- SHIP:
 - Contact active or vulnerable clients. Cancel/reschedule *Welcome to Medicare* clients. Activity will depend on time of year (i.e., Open Enrollment.)
 - Person in charge: SHIP Director
- Family Caregiver:
 - Contact clients and/or caregivers on respite grant program.
 - Cancel or reschedule *Powerful Tools for Caregiver* or other classes.
 - Provide support as needed for caregiver needs.
 - Person in charge: Family Caregiver Director

- Volunteer:
 - Contact active volunteers depending on situation.
 - Assess if volunteers are needed to support emergency.
 - Contact Good Neighbor/Senior Companion/Senior Companion/RSVP volunteers as appropriate.
 - Persons in charge: Volunteer Services and RSVP Directors

- Media/Board/Donor communication:
 - Distribute Press releases as needed.
 - Post relevant info on website and social media.
 - Contact donors and board as needed.
 - Provide updates and public service announcements via media list.
 - Person in charge: Communications Director

8. PUBLIC HEALTH EMERGENCY

Should COVID reprise or another pandemic arise, we will review, update and implement our exposure-control plan as well as the various policies and procedures developed for continuing our services safely to protect clients and staff. Additionally, we have the technology to enable us to resume working remotely if need be.

9. ORDER OF SUCCESSION AND DELEGATION OF AUTHORITY

- The Executive Director of CVCOA shall maintain authority unless physically or mentally unable to do so, or unless the ED is unable to be reached via phone, email or text, and there is an immediate need for decision-making.
- If the ED cannot be reached, and there is an immediate need for decision-making, the Board of Director's President, Vice President, Secretary and/or Treasurer shall be notified.
- The Director of Case Management and the Director of Community Services are authorized to make critical decision as needed in the ongoing absence of the ED.
- Tasks that can be delegated in case of ED absence include but are not limited to:
 - Check signing/payroll authorization
 - Hiring/termination of staff members

10. Emergency Contact Information (other than staff):

a. Accounting Firm

Fothergill, Segale and Valley 802-223-6260
143 Barre Street, Montpelier VT 05602

- Mike Segale mike@fsv-cpas.com
- Kerry DiMartino kerry@fsv-cpas.com

b. Attorney

Paul Frank and Collins 802-658-2311
1 Church Street, PO Box 1307, Burlington VT 05402-1307

- Kerrin Stackpole kstackpole@pfclaw.com

c. Bank Accounts

- TD Bank (Checking/HRA): 1-800-400-5163/802-479-3313
- VSECU (CDs): 802-371-5162
- NCFCU (CDs): 1-800-660-3258/802-6847
- NSB (CDs): 1-800-672-2274

d. Credit Card

- Bank of America Credit Card: 1-800-673-1044

e. Investment Accounts

- Wells Fargo Investments
David Johns David.Johns@wfafinet.com 802-622-0800
- Vermont Community Fund
Martha Trombley Oakes mtrombbleyoakes@vermontcf.org
802-388-3355 x225

f. Phones

First Light, 877-877-2120, accords@firstlight.net
150 Pioneer Drive | Williston, VT 05482

g. Internet

- Comcast Business
 - Rochester (05767) #8773 50 054 0008064
 - Randolph (05060) #8773 50 051 0048892
 - Morrisville (05661) #8773 50 059 0051253

<https://business.comcast.com/help-and-support/contact-us/>
(800) 391-3000

- Charter/Spectrum
 - Barre (05641) #8350 15 001 0317578
Security Code: 9098
 - Royalton (05068) #8350 15 001 0435859
Security Code: 0232
- 4145 S Falkenburg Road, Riverview FL 33578-8652
www.spectrumbusiness.net (888) 812-2591

h. Cell Phones

- AT&T
 - Account Number: 287302263831
 - Foundation Account: 59426719
 - Authorization PIN: 46707
 - www.business.att.com
 - (800) 331-0500

i. Computer/internet

rbTech, 223-4448, Thomas@rbtechvt.com; helpdesk@cvcoa.org
1970 Vermont Rt. 14 South, East Montpelier, VT 05651

j. Mediware – data

(703) 657-1476
NAPIS: 1-800-318-7260

k. Insurance

- General Insurance Coverage:
NFP Property & Casualty Services, Inc.
PO Box 2127, 620 Hinesburg Rd., South Burlington VT 05407
Nikki Carpenter nikki.carpenter@nfp.com 802-521-1969
 - Workers Compensation WWc3535298 (877-528-7878)
 - General Liability PHPK2267975
 - Director’s & Officer’s Liability PHSD675899
 - Umbrella Policy PHUB765899
 - Volunteer Liability CIM-276
 - NCCI Risk # 440150700
- Health Insurance:

Blue Cross Blue Shield of Vermont
P.O. Box 186 Montpelier, VT 05601-0186
Contact: Karen Ring, Sr. Sales & Service Consultant
Consumer & Business Support Services
RingK@bcbsvt.com (800) 255-4550/ Direct Line: (802) 371-3279
Group # D64048; BTA # D64048000

▪ Dental Insurance:

Delta Dental Plan of Vermont
12 Bacon Street, Suite B, Burlington VT 05401-6140
1-800-329-2011
Account manager: Tim Vartanian, tvartanian@nedelta.com
Group # 000070243 00001000

▪ Vision Insurance:

Vision Service Plan Insurance Company (VSP)
3333 Quality Drive, Rancho Cordova, CA 95670
1-800-216-6248
Account manager: John Gardner, gardnerins802@hotmail.com
Group # 12124644

I. Retirement Companies

- TIAA: 1-888-842-7782
- American Funds: 1-800-421-9900
- TRowePrice: 1-800-492-7670

m. Office Locations & Landlords

- Main Office:
59 N. Main Street, Suite 200, Barre 05641-4121
Phone: 479-0531
Landlord: Thomas Lauzon, 793-1033 (c)/476-8673; tlauzon@charter.net
125 Nelson Street, Barre 05641
- Lamoille office: 109 Professional Drive, Morrisville 05661-8524
Phone: 888-1393
Landlord: Demars Properties, 888-4583
27 Brooklyn Street, Morrisville 05661
- Randolph office: 6 Hale Street, Randolph 05060

Phone: 728-4737

Landlord: Randolph Senior Center, Emilie Daniel, 728-9324

randolphsc@gmail.com

6 Hale Street, Randolph 05060

- Rochester office: 88 N. Main Street, PO Boc 152, Rochester 05767
Phone: 967-8024
Landlord: Constance and Dean Mendell, 767-3272 or 767-3996
connie@occasionsvt.com
13 School Street, Rochester 06767
- South Royalton office: 4266 VT Route 14, S. Royalton 05068
Phone: 763-2907
Landlord: Rose Hemond, Royalton Academy Building, 763-7207
2460 VT Route 14, S. Royalton 05068

n. Barre Office:

▪ **Elevator:**

Bay State Elevator, 879-1749, info@bseco.com

18 Morse Drive, Essex Junction 05452

▪ **Construction/building:**

Lajeunesse Construction, Mike Lajeunesse, 479-1078,

mike@lajcon.com

980 E. Barre Rd, PO Box 449, E. Barre VT 05649

▪ **Electrician:**

Kendall Roberts, 893-0186, 476-9416; krobertselectric@yahoo.com,

135 West Cobble Hill, Barre, VT 05641

▪ **Utilities/Heating/cooling**

Conti, 476-5252; mconti@contioil.com

97 Websterville Road, Barre VT 05641

▪ **Rubbish Removal**

Casella Waste, 223-7045

408 E. Montpelier Road, Montpelier VT 05602

- **Copier Maintenance**
 CONWAY TECHNOLOGY GROUP/ A Xerox Company
 Burlington, VT
 Chad Woods, Business Development Manager
Chad.Woods@Xerox.com
 C: (802) 503.7609 W: (800)343.7777 x38520

- **Supplies:**
 WB Mason Office Supplies, client #C1338156, 888-926-2766
 68 Nesti Drive, S. Burlington 05043

- **Postage:**
 FP Mailing Solutions
 140 N. Mitchell Ct., Suite 200, Addison IL 60101
www.fp-usa.com (800)341-6052
 Customer #600085681

11. **CVCOA CRITICAL PARTNERS**

A. Area Agencies on Aging (all AAAs have agreed to support each other in case of local emergency/inability to staff critical functions)

- **AgeWell:**
 Jane Catton, CEO jcatton@agewellvt.org 865-0360
 875 Roosevelt Highway Suite 210, Colchester 05446

- **Northeast Kingdom Council on Aging:**
 Meg Burmeister, ED mburmeister@nekcouncil.org 748-5182
 481 Summer Street, St. Johnsbury 05819

- **Senior Solutions:**
 Mark Boutwell, ED mboutwell@seniorsolutionsvt.org 885-2655
 38 Pleasant Street, Springfield 05156

- **Southwestern Vermont Council on Aging:**
 Pam Zagorski, ED pzagorski@svcoa.net 786-5990

B. Home Health Agencies/VNAs:

- **Central Vermont Home Health and Hospice,**
 Sandy Rouse, CEO srousse@cvhhh.org 223-1878,
 600 Granger Road, Barre 05641,

- **VNA-VNH**

Megan Hawthorne, Dir., Long-Term Care Services,
mhawthorne@vnhcares.org 888-300-8853 x 711/ 802-359-2008
331 Olcott Drive, Suite U1, White River Junction 05001

- **Lamoille Home Health and Hospice**
Kathy Demars, ED kdemars@lhha.org 888-4641
54 Farr Avenue, Morrisville 05661,

C. Senior Centers and Meal sites:

Chelsea Senior Center, PO Box 44, Chelsea 05038,

Susan Pirie, Dir. chelseaseniorcenter@gmail.com 685-2290

- **Barre Housing Services (City Hotel Café)**, 14 Washington St, Barre 05641
Bob Woodward, Dir. 479-9175 bob@barrehousing.org
- **Mad River Valley Seniors**, 5308 Main Street, Waitsfield 05673
Cathy Clark, Dir. 496-2543, mrvsc@gmavt.net
- **Meals on Wheels of Lamoille County**, 24 Upper Main Street, PO Box 1427, Morrisville, 05661
Nicole Fournier-Grisgraber, Dir. 888-5011 meals@mowlc.org
- **Montpelier Senior Activity Center**, 58 Barre Street, Montpelier 05602
Janna Clar, Dir. 262-6283, jclar@montpelier-vt.org
- **Northfield Senior Center**, 168 Wall Street, Northfield 05663
Maryann Beaupre, Dir. 485-8112 seniornlfd1@gmail.com
- **Orange East Senior Center**, 176 Waits Road, Bradford 05033
Vicky Chaffee, Dir. 222-4782 vchaffeeoesc@yahoo.com
- **Quintown Senior Center**, Hancock Town Hall, PO Box 113, Hancock 05748
Jody Jesso, Dir. 767-3763 quintownnctr@myfairpoint.net
- **Randolph Senior Center**, 6 Hale Street, Randolph 05060
Emilie Daniel, Dir. 728-9324, randolphsc@gmail.com
- **Roxbury Senior Center**, Contact Northfield Senior Center or 485-7779,
1642 Roxbury Road, Route 12A, Roxbury 05060
- **South Royalton Senior Center**, 4266 Vt Route 14, PO Box 344,
S. Royalton 05068,
Susan Pirie, Dir. 763-7386 royaltonseniors@gmail.com
- **South Strafford Meal Site**, Susan Pirie, Dir. at 765-4121 or c/o South
Royalton Senior Center (see above)
- **Twin Valley Senior Center**, 4583 US Route 2, Blueberry Hill, PO Box 152,
East Montpelier 05651
Rita Copeland, Dir. 223-3322 twinvalleyseniors@myfairpoint.net

- **Waterbury Area Senior Center**, 14 Stowe Street, Waterbury 05676
Vicki Brooker 244-1234 director@wasca.org

D. Transit providers:

- **Green Mountain Transit:**
Donna Gallagher, 223-7287/262-6182, dgallagher@ridegmt.com
6088 VT Route 12, Berlin 05602
- **Tri-Valley Transit:**
Mike Reiderer mreiderer@trivalleytransit.org 728-3773, 800-427-3553
Jade McClellan jmclellan@trivalleytransit.org 728-3773
1 L Street, PO Box 356, Randolph 05060
- **RCT Transportation:**
Nick D'Agostino 748-8170 ndagostino@riderct.org
1677 Industrial Parkway, Lyndonville 05851
Tasha Green 748-8170 tgreen@riderrct.org
171 Bridge St, Morrisville 05661

E. One Care:

Sarah Jemley 847-8052 sarah.jemley@onecarevt.org
UVM Medical Center, 356 Mountain View Dr., Ste. 301, Colchester 05446

F. SASH:

Molly Dugan 859-8803 sash@cathedralsquare.org
412 Farrell Street, Suite 100, S. Burlington 05403

G. State of Vermont/DAIL:

Angela Smith-Deing 241-0308 angela.smithdieng@vermont.gov
Conor O'Dea 241-0359 conor.odea@vermont.gov
HC 2 South, 280 State Drive, Waterbury 05671

H. Capstone Community Action:

Sue Minter, Dir. 479-1053 sminter@capstonevt.org
20 Gable Place, Barre 05641