



Northeast Kingdom Council on Aging

Area Plan 2022 to 2025

Area Agencies on Aging were formally established in the 1973 Older Americans Act comprehensive services amendments. The Administration on Community Living, which oversees the Older Americans Act at the national level, requires that each individual Area Agency on Aging submit a plan for how they will use the Older Americans Act funds and how they will work on the initiatives set forth by the Administration on Aging to its respective State department.

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ATTACHMENT B

Verification of Intent

The Northeast Kingdom Council on Aging's Area Plan is hereby submitted for the period October 2022-2025. 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.

10/31/22
Date

(signed) 
Area Agency on Agency Director

Meg Burmeister

10/31/22
Date

(signed) *W. J. Sullivan* 
President, Board of Directors

A111 St. Albans

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

10/31/22
Date

(signed) *Donna Sullivan* 
Chairperson, Area Agency on Aging Advisory Council

Date Approved

Commissioner, Department of Disabilities, Aging and Independent Living

Section A: Mission Statement, Executive Summary

Mission:

The mission of the Northeastern Vermont Area Agency on Aging is to “*Help People Age with Independence and Dignity.*” To achieve this goal, the Agency is committed to fostering the development of a comprehensive and coordinated approach to the provision of community-based services for older adults and their families.

Executive Summary:

Highlights/Accomplishments/Progress/Challenges

NEKCOA continues to work diligently to remain responsive to the ever-changing needs of consumers in our region. The past 16 months have been unique in the face of a worldwide pandemic that brought life, as we knew it, to a halt. Sheltering in place and the focus on the elders of our community as most vulnerable required a nimble approach to meeting needs.

Internally during the last 3 years of our planning NEKCOA has undergone a transformation with new leadership to focus on quality person centered efforts within our region. This work is seen on an internal level with reorganization of departments and a thorough review of workload and needs to provide the best quality service to our clients. With a keen realization that we are not a silo, much work has been done to develop a more integrative effort between departments ensuring that customer care for ease of access and service. We utilized a strategic planning process to highlight areas of focus for quality improvement and development of strategies to meet the needs of those we serve. The primary focus of the strategic plan included: One focus is fiscal responsibility to ensure that funds are dispersed to meet the mission of the organization with a realization that employees need to be realized for their potential and receive compensation accordingly. Our next strategic direction focused on innovative programs that meet local needs of consumers of our services. Lastly, we have focused on increasing visibility and value in the community as we grow community partnerships to ensure inter-agency collaboration for the good of our clients.

These efforts made for the focus needed during COVID-19 to be met with a great deal of teamwork and comradery in ensuring that we could meet the client needs that developed by a pandemic. We transitioned to remote work with ease in working with our phone system to enable staff to work remotely and with the trusted connection our clients expect. The care management staff were able to continue to make things happen for clients; from volunteers to do grocery shopping(following all protocols for safety), to providing mailed information and applications, to meals that were needed for people to shelter in place. The work with our community was evident in every aspect as we transitioned to zoom meetings and continued to resolve issues for clients. We met weekly for a time with emergency response teams that bridged far and wide in our communities to be able to respond as new issues arose. We found new partners as we were open to exploring alternative ideas for meeting meal needs and finding resources when things were in short supply. We saw multiple meal sites share resources and leads to help work with shortages and increased demand. While COVID has changed the way that we will live in our world for many years to come, there were things that occurred that were a “silver lining”.

Executive Summary cont.

Care Management Department: During the FY19-21 area plan helped us to review the needs of our departments we came to realize a need for support to ensure quality and effectiveness of staff providing these services. We developed the Care and Support department with two supervisors and integrated information and referral, options counseling, and case management into one department. The two supervisory staff work as a team ensuring consistency and quality assurance.

Information and Referral: The challenge we faced was an increasing need to handle call volume and the complexity of those calls. With two full time staff, we have used training and PDSA workflows enabled us to develop a plan that allows for better handling of the volume of calls, follow up support to clients, and adjust our work to be more person centered. Additionally, we made use of technology to record messages and transcribe them into email for ease of prioritizing and supervisory overview of the workload. With a supervisory team that works collaboratively, the ability to set a standard for best practice and improved customer satisfaction has been well developed.

Options Counseling: Counselors assist older individuals in avoiding institutionalization, either in the form of access or care coordination. It is a person-centered approach to helping individuals gain an understanding of the benefits and limitations of long-term services and support options, and the knowledge to access these resources, in order to empower them to make choices that reflect their unique needs, values and circumstances. We had staff turnover in this role, which provided the opportunity for us to develop this role with more clarity for the referral process and work flow to ensure that a person centered approach to explore long range planning uniquely to each individual situation. During the pandemic, we had both counselor positions open up and were able to bring on new staff using a virtual orientation format. Both counselors came with a wealth of experience that has improved our ability to provide consumers with unbiased, clear, support in making their long range planning decisions.

Case Management: Activities of care management include such practices as assessing needs through a personal interview, providing benefit counseling, providing referrals to agencies, developing a written action plan, authorizing and coordinating services among providers, and providing follow-up and reassessment, as required. During the previous plan, we began to integrate a shared decision planning process, which is still a work in progress as both clients, and staff learn to explore and develop effective plans.

We have had a fair amount of transition occur in the department. Several hires turned out to not be a fit with a person centered approach to the work of case management. A major accomplishment is that this department was able to hire and orient thru covid-19 three new staff members. Utilizing zoom and intensive supervisory focus, we successfully brought on staff who are continuing to work effectively with clients we serve.

As we work moving forward in this plan we will continue training around person-centered approaches and best practices to ensure that the inequities of care are lessened by those we serve. Shifting a culture to that of person directed requires all partners to work with this as the vision and we continue to educate, advocate, and support our community partners in this journey. On a broader note, the work to provide care coordination with the medical community has been a focus which ensures clients are able to meet their goals with the partnering of community resources. Our work in the Accountable Health Community Network continues to grow and develop towards this goal.

Executive Summary cont.

Goals for the 2022-2025 area plan include (further elaborated in the results based accountability report card section): To assist older Vermonters with living in their setting of choice through coordination of services and supports.

Nutrition: A significant focus of our work in ensuring that people are well fed and consequently well nourished. COVID-19 impacted the work of this position as our 17 meal sites were called upon to meet the increased demand that at times increased by 50% of their previous meal preparation. The intensive support and coordination to ensure that meals were continuing and able to meet demand was a tremendous accomplishment. The ability for us to partner with our meal providers/senior centers to accomplish this was quite a feat. We were able to do so safely and with an outpouring of support. It required the ability to provide ppe for meal drivers, work with directives from the state and federal partners, and ensure that we developed a nimble approach to meeting the demand for meals. As a result, there were modifications to our work plan that we are very proud of. We were able to partner with local resorts and restaurant groups to ensure that if a meal site had to close due to covid scares we would not interrupt meals to those in need. Burke Mountain Academy, Jay Peak Resort, NVRH (hospital), and the Eastside Restaurant jumped in without hesitation. The relaxation of rules meant that anyone over 60 could receive a home delivered meal regardless of need and in addition to us increasing to seven meals per week significantly impacted the numbers of meals being served. Additionally, most sites transitioned to grab n go meals for those who did not want home delivered but at the same time needed food. In the height of the pandemic, we were able to bring on more volunteers to help with this work. Nutrition is more than just a home delivered or congregate meal. The ability to learn about “food as medicine” has been a focus for us as we further explore how to take an assessment and develop a plan of action with the client to meet their needs. Thru this concept, we were able to develop a plan for using the NSI screening and develop a plan to encourage nutritional counseling with the registered dietitian. Additionally, the expertise of a contracted dietitian to provide nutrition consultation and ensure that meals comply with the most recent Dietary Guidelines for Americans, and provide each participating older individual the minimum dietary reference intakes (DRI's) established by the Institute of Medicine of the National Academy of Sciences. The contract dietitian provides nutrition education, nutrition screening, and nutrition assessment and counseling if appropriate based on the needs of the meal recipients. This year with the constraints of COVID-19, a statewide education program was developed for virtual presentation and will continue. As a result of our needs assessment we saw the need for a printed material and began distribution in September of 2020 with a monthly newsletter called the “Scoop”. It is provided to each home delivered meal and meal site attendee. This provides an article from the dietitian, wellness activities, and information relating to resources in our communities.

Goals for the 2022-2025 Area Plan (further elaborated in the Results based accountability report card section); Strengthen core Older Americans Act nutrition services that support older Vermonters at greatest economic and social need.

Caregiver support: Caregiving continues to be one of the most complex areas of need for those in our community. Caregivers saw a devastating effect relating to the ability to secure help/respite in caregiving. Caregivers are the unfunded heroes in the dramatic growth in people who are attempting to age in place supported by caregivers. These caregivers are often family members who work tirelessly to support their loved ones. Often at the expense of their own well-being. We piloted the T Care program in our second year that has been a tremendous shift in our work of helping the caregiver to understand their relationship to the one receiving care as well as their own needs to care for themselves.

The impact of covid on education programs was eased in our relationship with the Alzheimer's Association afforded us the opportunity to do virtual classes. In terms of both the caregiver support group and kinship care support group, we were unable to muster individuals who would opt for a virtual support group. As soon as was permissible these groups resumed in person. This program has undergone a transformation in terms of staffing. We had two staff members assigned to working with this program and after careful review of work needs we reduced to one person. This coupled with two retirements of long standing employees has created an opportunity for us. As we look forward in our efforts, we see a need to explore ways to engage people using alternative supports.

Goals for the 2022-2025 Area Plan (further elaborated in the Results Based Accountability report card section) To increase availability and access to caregiver counseling services.

Health promotion and disease prevention:

NEKCOA has been a leader in the development of programs to help meet the needs of residents to access wellness programs. Throughout the FY 19-22 plan we have worked to improve variety of programming that meets the evidence based rule set forth by the Administration on Community Living. To that end, we have increased the training and support of over 37 programs per week. We introduced falls free tai chi, arthritis foundation exercise program both aquatic and in class formats as a means to that goal. We could not discuss this area of focus without the awareness of the pandemic, which abruptly brought all classes to a halt. There was a resistance by the programs themselves to go virtual but as the pandemic wore on, we saw an increasing desire to get back to wellness programming and were able to use a virtual format. Additionally during the warmer months, participants were able to access programming in outdoor venues.

Externally, we have focused our work to develop solid relationships with community partners, ensuring that we are collaborating to improve access to services, care coordination, and interagency support to develop better programs for those we serve.

Goals for health promotion and wellness (in RBA format found later in goal section) include increasing access to and amount of wellness activities.

Legal Assistance: continues to be a component to ensure that Older Americans are provided access to supports in understanding their rights as well as receiving support from a professional attorney who can assist in navigating the complexities of legal issues faced in today's world. We contract with Vermont Legal Aid to provide assistance to clients. The pandemic created a need to develop virtual options which helped people to achieve a way to still have a private meeting with an attorney from the comfort of their own home.

Transportation: The ability to get from place to place is a key issue for many as they age and live in remote areas. We partner with RCT to provide transportation for medical appointments and grocery shopping. This is a popular and well-used program which has continue to see growth each year. The area of challenge for transportation is that due to limited funds we have been unable to offer transportation to events that would address social isolation such as community meals, concerts, movies, or community events.

Goal for this area is the development of a program based on other areas of the state, which provide a cost share option for transportation to other events. We will be working with RCT to develop this program through this next area plan.

Section B: Needs Assessment

NEKCOA utilized the DAIL statewide needs assessment for both the general and caregiving. Additionally outreach to community partners including the two hospital service areas, mental health, community action, home health agencies, medical providers, and DCF field director provided valuable information to understand the needs in the Northeast Kingdom. Participation in the NVRH service area needs assessment also provided for additional data which focused on impact of covid 19 and social isolation. Our board and advisory council participated in discussions around needs.

Key findings:

From the overall statewide survey of note is the distribution of hard copy surveys which resulted in data that differed from online survey response. It was noted that this demographic tended to represent a more impoverished group which was reflected in the majority of surveys completed in the northeast kingdom and were distributed to all clients receiving meals thru our nutrition program.

Several highlights from the needs assessment included:

Physical health and the connection to living life as desired. In the NEK region 40% reported that physical **health** has affected their abilities some or most of the time.

Hard copy respondents reported a likelihood to depend on other forms of **transportation**. Access to social events or entertainment was rated as least accessible.

Health insurance thru Medicare is utilized by the majority of respondents, however significantly fewer respondents in the NEK had supplemental insurance. Health care in terms of hearing, substance use, mental health were reported as significantly less accessible than vision, dental, and general health care. In general, respondents report overall satisfaction with healthcare.

Falls prevention is seen as a key factor with 64% reporting actions taken to reduce falling. Thus leaving 36% not acting on falls prevention education.

Food insecurity was significantly more present in respondents who completed surveys within the NEK. Home delivered meals were most utilized followed by 3sqVT, food shelf, and CSFP respectively.

Quality of “Living the life” I want survey questions could be seen a significantly different based on income with those living with lower income reporting being less likely to live the life wanted.

Over 90% of respondents live in their own home with 41 % living alone and 49% with a spouse or partner. NEK respondents reported feeling safe and the ability to remain in their own home as primary issues relating to where they want to live in the future. Of interest was that only 50% see food or meal service, 28% see public transportation and 25% see being able to walk to meet needs listed in terms of scale of importance.

Access to information was an area that raised concern relating to the need to improve our outreach efforts to impart knowledge of resources. Of the topics outlined, those with highest percentage of lack of knowledge were APS, respite for caregivers and support groups. Although the NEK trended with other regions, the AAA and helpline were reported by respondents as less knowledgeable of these resources.

Of the respondents describing **unmet need**, home maintenance, housekeeping, home modification and transportation were reported as the top four issues. These issues were noted as higher in the hardcopy surveys.

In understanding reasons for difficulty getting help we see the preference to not ask for help, income eligibility, services not available, affordability, knowing where to find help as the key issues.

Use of **computer** and connection to internet was a significant issue for those in the NEK with 23% not using a computer. This with the correlating issues of cost and accessibility are important considerations.

Statewide Caregiving Needs Assessment:

- In focus of the NEK region, the following are highpoints.
- **Who:** Majority of those responded fell into two categories adult children and spouse comprising 75% of those who completed the survey.
- **Focus:** 40% of those respondents care for someone with Alzheimer, which means 60% are not.

Impact of caregiving on the person; needs assessment shed light on the connections that family and friends are to impacting of caregiving on the caregiver as a positive impact. The area of **negative impact** prioritized emotional health, pursuit of hobbies and personal interests and sleep as the top 3 areas affected by the role of caregiving.

Respite care is reportedly at 24% with another 34% interested but not utilizing. Desire for respite care increases as number of hours of caregiving increases. One of the challenges identified as the reason for not receiving respite care is that the person cared for will not accept care from anyone else. Access and affordability were also noted. A noted trend of access in knowing where to find resources was noted. Of note is that the primary funding for respite grants is allocated for those caregivers caring for people diagnosed with dementia/Alzheimer.

Education is noted as helpful to understand health insurance, long range planning, caring for self as a caregiver, specific medical conditions, and dealing with behaviors. That list is representative of the order outlined in the needs assessment. NEK region was reported at above 70% in all areas except dealing with behaviors.

Of note in terms of **finding support**, resources or information for the family caregiver most find information thru family, health care provider and internet search all rating at or above the 50% mark. Home health, AAA helpline, social media and library rated significantly lower in terms of where to find support.

From the NVRH needs assessment tool for older residents:

People reported the ability to interact with others as the most significant covid related issue that impacted their ability to feel connected. Most reported phone support as the primary means of staying connected. Several shared that the longevity of the pandemic and the movement into winter has magnified the intensity of isolation and loneliness.

Many reported increased television viewing during this time with a smaller respondent group reporting hobbies and other interests as primary ways of dealing with the isolation.

NEKCOA Advisory Council needs assessment review and discussion:

- Areas of concern were accessing things that help people feel connected,
- Options for health care, it's too complex
- Transportation for fun things
- Isolated people and helping make connections

NEKCOA Board review and discussion:

- Healthcare complexity helping people make sense of the complexity of options
- Access to services at different points in the aging spectrum
- Bridging healthcare and nutrition to provide for needs and the interrelationship
- Home upkeep and support to maintain home

Data from our helpline:

Most prominent reasons people reach out to the helpline in the last 18 months; benefit programs, medical, long-term care, nutrition, financial, caregiver assistance, and personal care.

Needs assessment summary in relation to Area Planning.

The following areas highlight the areas that are built into our RBA goals.

- Health; options for healthcare, improving physical health, falls prevention
- Food insecurity: home delivered meals and 3sqVt.
- Information: outreach and education
- Caregiver support and assistance
- Transportation: access to social and entertainment activities
- Quality of life; accessing benefit programs, home maintenance, and housekeeping
- Connectedness: is interrelated in several areas such as health, transportation, and access to computer and internet options.

Section C: NEKCOA Focal points

For NEKCOA...Our response to focal points has developed thru the years based on the voices in our communities. We support a network of meal sites/senior centers as they see fit to respond to the needs in their communities. Our staff do regular presentations and outreach to educate, inform, and address needs that people present. Our staff do presentations at sites by sharing information on a routine basis or more often if requested. Consumers in our area voice a desire to reach out after we are at a senior center rather than discuss their needs at the senior center where others can see them asking for information or assistance. Even when an alternate space is available, we hear the same comments. The rural nature of our area lends itself to creativity as many areas are quite. Given the rural nature of the area, we also update town clerks and libraries with information regarding our agency and resources. Additionally, we use the helpline as a focal point and find that using that is our most successful model. We are able to support meal sites/senior centers thru routine meetings and communication directed thru the Director of Nutrition as well as Wellness Coordinator. NEKCOA has developed wellness programming in many areas of the 3 county area and has done do in a number of senior centers/meal sites to provide wellness activities. Through our volunteer networking we are able to train and develop classes unique to areas that may not have a “senior center” but to us is part of our ongoing approach to meeting the needs in unique ways. Additionally, we work with the SASH program to cooperatively approach disseminating information that is done so in a person centered way. We use social media to communicate opportunities for information sharing and host a quarterly newsletter to inform of programs, services, and topics of interest. Focal points create an opportunity to share information, connect people with people and services to meet their needs. In the Northeast Kingdom, this is as diverse as the population of independently spirited residents we serve!

Name	Contact	Address/phone	OAA activities	Non-OAA activities
Caledonia County				
Danville Senior Action Center	Robert Walley	PO Box 173, Danville, VT 05828 802-684-3389	Congo meals, Hdm presentations	music
Groton Lunches with Friends	Pat Randall	1937 Scott Hwy Groton, VT 05046 802-222-6155	Congo meals, Hdm presentations	
Lyndon Area Senior Meal Program	Cindy Santaw-Brown, Manager	76 Depot St Lyndonville, 05851 802-626-8700	Congo meals, Hdm presentations	Bingo Music
Good Living Senior Center	Vacant director position Vicki Giella, Board Chair	1207 Main St St. Johnsbury, VT 05819 802-748-8470	AFEP classes Bone builder classes presentations	Music Golden Ball Tai Chi, bingo
St Johnsbury Nutritional Center	Diane Coburn, Manager	St. J House, 1207 Main St., St. Johnsbury, VT 05819 802-748-5467	Hdm, Congo meals presentations	
S. Ryegate Senior Meals	Mary Lou Boyce, Manager	Church St., S. Ryegate, VT 802-584-3727	Congo meals, Hdm Presentations	Music
W. Barnet Senior Meal Site	Jan Warner, Manager	W. Barnet Presbyterian Church W. Main St, W Barnet, VT 05821 802-748-2565	Congo meals, Hdm presentations	Music
Essex				
Burke Senior Meal Program	Bob Theriault, Manager	Community Building 212 School St., W Burke, VT 05871 802-467-3423	Congo meals, Hdm presentations	Music , line dancing, Wii bowling, cards
Gilman		Temporarily closed		

Island Pond Community Services	Melinda Gervais-Lamoureux, Manager	PO Box 446 Sunrise Senior Housing Island Pond, VT 05846 802-723-6130	Congo meals, Hdm Wellness classes presentations	Music, Cards Board games
Orleans				
Barton Areas Sr. Svs(BASSI)	Patsy Tompkins	Barton Memorial Building 19 Village Sq., Barton, VT 05822 802-525-7043	Congo meals Hdm(due to pandemic) Tai Chi, presentations	Cards, games, bingo, foosball, line dancing Wi-Fi, Special events
Glover Senior Meals	Vacant director at present Ozzie Hendel board member	Old Town Hall Rte. 16, Glover, VT 05839 802-525-1000	Congo meals, Hdm presentations	Cards Music
Lake Region Senior Center	Cathy Reinstein	15 Main St., Orleans, VT 05860 802-754-6442	Temp closed	
Newport Senior Center Forever Young Club	Ethel Searles	222 Main St., Newport, VT 05855 802-334-6029	Wellness classes	Drop in center Cards, Hot meals
Newport Center Do Drop Inn	Cross Road Fire Station Newport Center	June Sherlaw 802-334-6443		Information, Music, presentations
North Troy	reorganizing	Temporarily closed due to covid	Congregate meal	

Additionally, we have two focal points that reach the outermost corners of our catchment area. A collaborative agreement with Northern Counties Healthcare has provided us with space at their medical homes in Island Pond and Hardwick. This allows them to schedule appointments with our staff on site one day per week. It also allows us to educate the community partner about resources and service options unique to those areas.

Section D: Goals, Objectives, Strategies,
Performances Measures

Following pages contain:

Area Plan 2022-2025 Goals

Section D: RBA Goals NEKCOA

Title III-C PROGRAM: Nutrition Services Program

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.

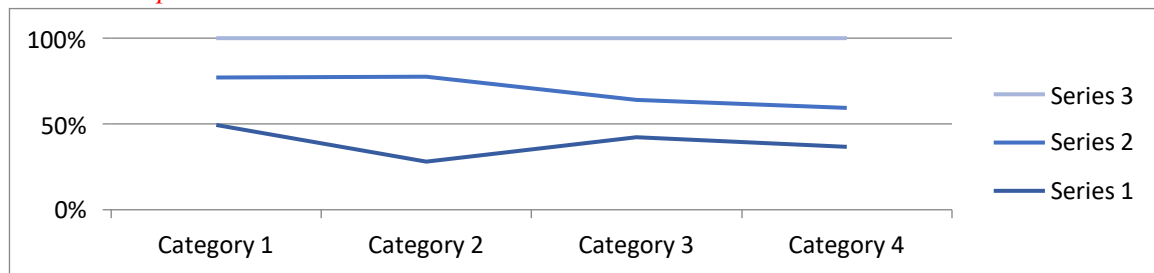
WHAT does the program do? This program provides for overall wellness thru nutrition programs. Home delivered meals provide a well-balanced meal delivered with a human connection and wellness check to those who are homebound. The congregate meals provide for a well-balanced meal along with social interaction and activities. Additionally, nutritional counseling and education is provided thru this program to help people improve their wellbeing thru nutrition.

Goal/Outcome: Strengthen core Older Americans Act nutrition services that support older Vermonters at greatest economic and social need.

Performance Measures:

1. 100% of OAA Nutrition Services Program participants with a nutrition risk score of 6+ who receive nutrition counseling and set a measurable goal.

To be developed



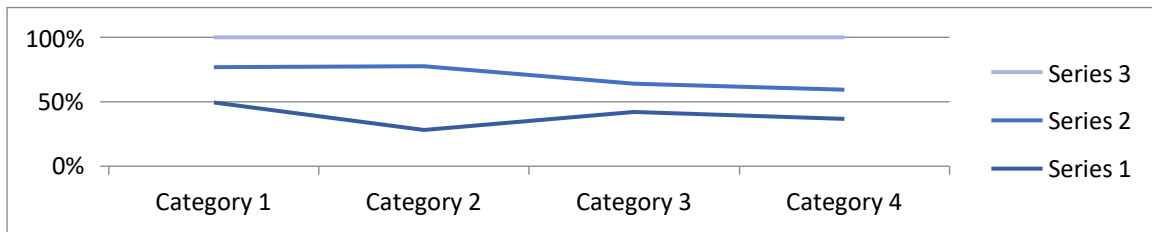
Story Behind the Curve: We will use the NAPIS/OC intake to complete the NSI and refer for counseling. Our baseline is that of 611 people who met the criteria only 1% received the nutritional counseling and set a goal.

What Works: Screening followed up by individual contact is a successful way to engage this population.

Partners: Intake staff, meal providers, home delivered meals drivers and community partners such as home health and primary care offices.

Action plan: Initially, we will educate staff and support the referral process. We have been experiencing success in using the nsi and then a follow up call by our nutrition director. Clients have been receptive using this method and we will expand education around the holistic approach of the registered dietician working with the client and then the staff member working with the individual to support success.

- 30% of local service providers in the AAA service area that have one or more therapeutic meal menu option on their daily menu.



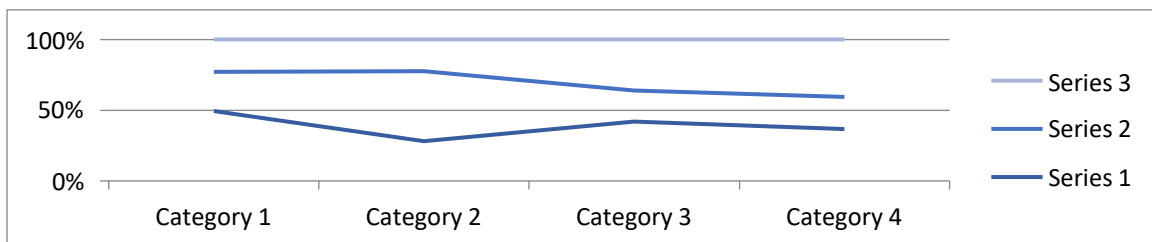
Story Behind the Curve: Therapeutically tailored meals continue to provide positive adjustment to medical conditions where overall diet is imperative to create change. The ability to access therapeutically tailor meals will result in better dietary guidance around specific medical conditions. This is proven to positively affect the outcome of people’s health and as a consequence allow people to remain living in the community longer.

What Works: Education and comradery work effectively to shift culture. We have seen with holding classes thru a grant 2 years ago that cooks given the information can transform to a healthier balanced meal. Sharing of recipes is critical in helping to foster this method of meal preparation. Additionally, education to the consumer continues to inform and help create change.

Partners: Meal sites and local sources for teaching food preparation with a focus on therapeutically tailored meals. Registered dieticians to help educate and inform of options for substitutions and recipe development.

Action: Our plan expand on the intervention thru our registered dietician. Additionally we will use local chefs who can teach alternative meal preparations that clients will be responsive to in adjusting their diet. Of our 17 meal sites, 4 offer a variety of medically tailored meals. We will use education around successful menu development with a focus on healthy alternatives. Using the support of fellow meal sites, we plan to educate and support the development of this program option.

- 80% of OAA HDM Nutrition Services Program participants who receive a therapeutically tailored meal(s) who self-report the meal(s) provided by the local service provider helped the manger their chronic disease condition (medical diagnosis, symptoms, allergies, medication management and side effects). *Self-report will be measured by survey. Reporting details will include survey response rate.*



Story Behind the Curve: We have 17 meal sites that prepare meals throughout the NEK. Of those only about 5 are trained cooks. We will educate and support the development of skills to modify menus while still providing a positive meal experience for the client.

What Works: Education and training to support new learning.

Partners: We will solicit educators from the community around meal preparation, registered dieticians and MOW America for support in developing this effort.

Action plan: Education and support to meal providers in developing new skills to meet the changing demands of consumers.

Title III-B PROGRAM: Case Management (Care Management)

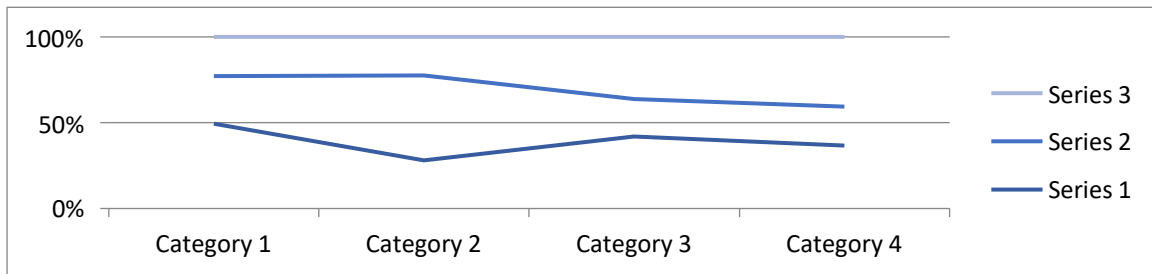
WHO does the program serve? Older Vermonters in need of the support of a case manager to realize their goal of remaining in the community benefit from this service.

WHAT does the program do? Case Management provides the ability of individuals to live out their goals thru the connection to services, supports, and resources on an ongoing basis. Through use of a person-centered plan, the individual and worker develop goals towards achieving their desired outcomes. The Case Manager thru skills in assessment and knowledge of resource options provides the necessary support to assist the client in realizing their goals.

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

Performance Measures:

1. 80% of individuals who report the case manager respects their choices and decisionmaking. Graph to be developed with first survey response set creating baseline data.



Story Behind the Curve: To begin, the work of person centered planning has been a culture shift in the work both internally and externally with community partners. Advocacy, education and support will work to help clients feel that their needs are being met. Clients often report feeling ill prepared for developing their goals and as a result are confused and ill informed. The conversation that starts with listening often begins to help the person articulate their goals in a way that they develop.

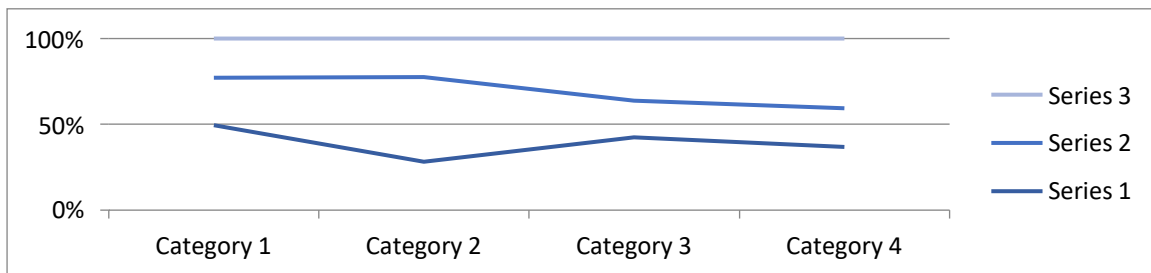
What Works: We know that involving the client in the conversation versus the “professional all knowing” approach is dramatically more successful and is supported by the work of the medical community as well as federal partners. We also know that shifting culture takes effort and time both for the worker and the clients.

Partners: We need to work with the client as partner to educate and support an approach that weaves their goals and options to be thoughtful approaches to meeting their goals. As a result, we become

advocates with community agencies, the medical community and larger network of community supports to help achieve a person centered approach.

Action plan: We will develop a baseline data with adjustments to our survey that will allow us to directly address this in the survey. We will use education of staff thru the CADER program to earn a certificate in person centered approaches. Utilizing a consumer satisfaction survey, we will use a pdsa model to inform the focus of our work with staff to meet this measure. Given that living life fully is different to each individual, we see the feedback from consumers as critical to inform the plan as it moves forward.

- 2. 80% of individuals who report the case manager helped to improve their quality of life.
Baseline graph will be developed with first set of survey responses.



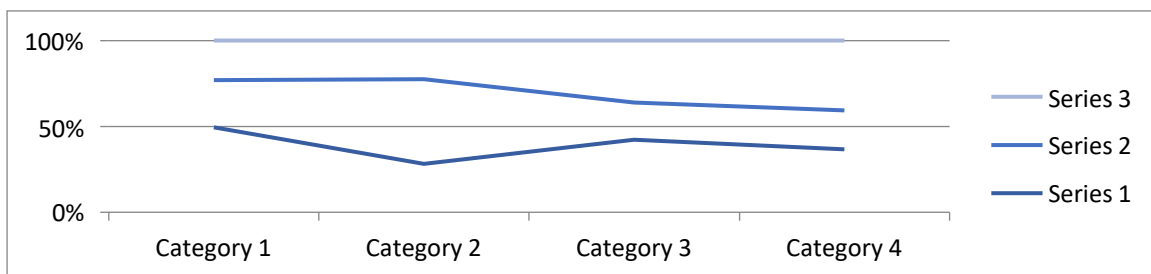
Story Behind the Curve: People who report quality of life satisfaction enjoy the benefits of improved health, ability to remain in their communities and overall well-being.

What Works: A person centered approach to supporting the individual in goal setting and connecting with resources to support goals is important.

Partners: Clients and their case managers.

Action: We will use the consumer survey adjusted to ensure a baseline data to begin with which will support our planning and strategy around helping people experience an improved quality of life.

- 3. 50% of clients assisted by Case Managers, Options Counselors and Information & Referral staff assist with applying for or transitioning to CFC, MNG, VDC.



Story Behind the Curve: Effective education around options and resources allows a client to transition to the setting of their choice with supports to be successful.

What Works: Education and support that is geared towards the person’s goals is critical in helping the client to navigate the options for care relevant to their needs.

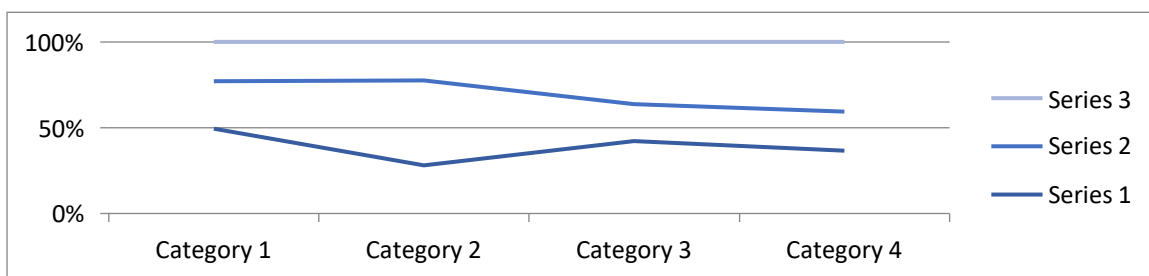
Partners: The client and partners in agencies (such as community action, restorative justice, DCF, and mental health) and health care partners (such as hospitals, home health, and community non-medical care providers) are all part of the successful transition.

Action plan: We will create a tracking system to inform our pdsa cycle to improve the outcomes for consumers. We will use our database to assist in the development of baseline data to ensure this goal is tracked appropriately.

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

Performance Measures:

- 4. 80% of individuals reporting satisfied or highly satisfied with case management services. Baseline will be developed during first reporting period.



Story Behind the Curve: Consumer satisfaction is the single most important driver in ensuring that our work is meeting the needs of those we serve. We build on the foundation of a person-centered plan to ensure that we are listening and guiding based on the individuals desires.

What Works: We believe that attention to consumer satisfaction is the key to understanding the individuality of satisfaction.

Partners: Our staff and the supervisors to both educate and support the work of person centered approaches to meeting the needs of clients.

Action plan: We will support thru education best practice case management and use the feedback of those we serve to inform the necessary changes allowing for adaptation as we move forward in caring for the ever-changing needs of those we serve. We will use consumer satisfaction survey to ensure that we are achieving this important aspect of our work.

Goal/Outcome: Improve, expand and innovate outreach to the community.

Performance Measure: 80% of individuals report that they received information to inform their need for services, benefits or supports.

Graph to be developed once baseline data is achieved in this plan.

Story behind the Curve: Having access to information that supports consumers connecting with resources, services and supports is essential in helping to ensure that people can live out their goals to remain in the community. The needs assessment raised the issue of informing the public of options was lacking.

What works: public presentations and updated resource materials

Partners: community groups, meal sites, senior centers, churches, town support programs work to provide information to the public.

Action Plan:

- A. Increase presentations regarding the agency using both in-person and virtual formats
- B. Utilize advertising media outlets to promote programs and services.
- C. Provide information annually to local hospitals, rehabilitation centers, home care agencies, and contracted vendors regarding program guidelines and eligibility updates.

Title III-D Program: Health promotion and Disease prevention

Goal: Increase availability of wellness programming

WHO does the program serve? Community members (60+) who want to participate in evidence based wellness programs.

WHAT do the programs do? The benefits of wellness programs include delaying elements of deterioration related to aging and increasing social skills and networks. All of these elements have a positive impact in reducing the likelihood of falls, increasing balance and strength while supporting the ability to maintain the participant's independence at home.

Performance Measures:

1. 85% of those participating report absence of falls since beginning the program.

Story behind the curve: Falls are the leading cause of injury-related death among adults age 65 and older, and the age-adjusted fall death rate is increasing. The age-adjusted fall death rate is 142 deaths per 100,000 older adults in Vermont. Vermont ranks #2; Wisconsin leads with 157 deaths per 100,000 older adults.

Partners: List serves among community action groups to help spread the word, locations that open their spaces to hold a free community-based program, community members serving as volunteer wellness leaders, and organizations like a Council on Aging that train instructors.

Action Plan: Participant surveys will inform of the benefit of evidence-based intervention to reduce falls.

2. 100% will have accessibility to classes throughout the year.

Story behind the curve: Evidence based falls prevention programming is proven to reduce falls and has been a key intervention to support falls prevention efforts in our communities.

Action Plan: Ensure that clients have access to 50 hours a year of wellness classes.

Title III-E Program: National Family Caregiver Support Program

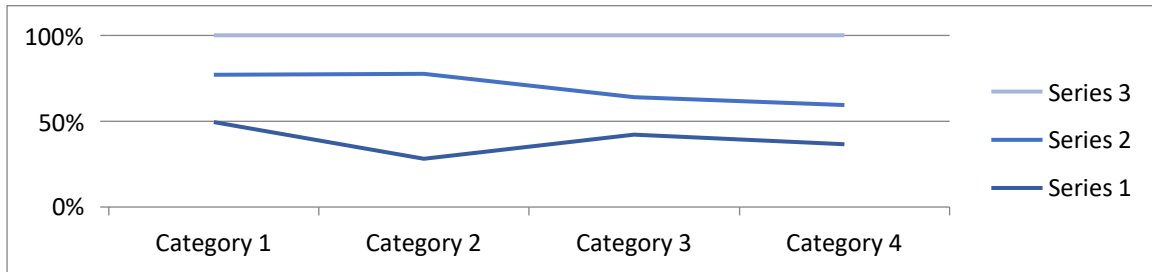
WHO does the program serve? This program serves caregivers caring for those affected by dementia, physical disability, chronic disease or infirmities of aging, needing support to remain living in the community setting.

WHAT does the program do? This program provides education, support, and counseling to help caregivers maintain their capacity as caregivers while caring for themselves.

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

Performance Measures:

1. 90% of caregivers at risk of stress and burden who are offered counseling. Baseline will be developed during first reporting period.



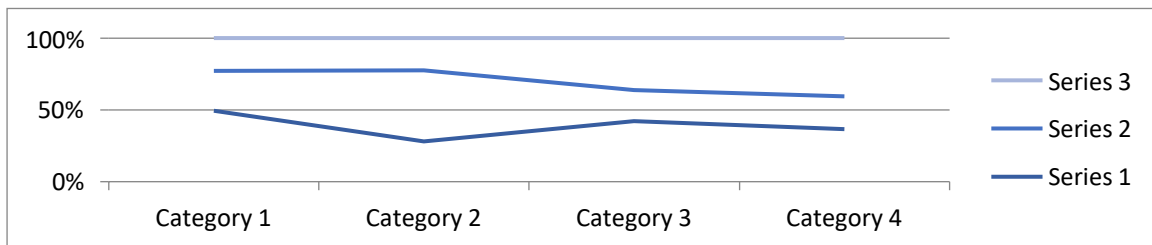
Story Behind the Curve: We will use a caregiver assessment tool thru the TCare program to identify caregivers at risk of stress and burden.

What Works: We know that caregivers who are provided support and education are better able to manage the role of caregiving while meeting their needs for self-care.

Partners: Community agencies to identify early caregivers, health care practices, and local hospitals who interface with caregivers.

Action plan: We will use the TCare program to support and educate caregivers around options for supported caregiving throughout the course of their role as caregiver.

2. # of activities provided to the public that contain information on counseling resources available within the communities of the AAA service region. Baseline data will be developed once into the plan with development of annual schedule.



Story Behind the Curve: Caregiver support is effective in assisting those who are in the role of caregiving to be successful.

What Works: Counseling is an effective means to support caregivers. Education for both internal and external partners around caregiver support is critical to ensuring positive outcomes for clients and their caregivers.

Partners: Healthcare, nonprofit agencies, community groups, caregivers.

Action: Provide education and awareness of resources through well-developed educational materials that support caregivers.

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

Who does this program serve? Older Vermonters who potentially are abused, exploited or neglected.

Goal: To make community members aware of potential for abuse, neglect, and exploitation.

Performance Measure: # of community outreach efforts thru public presentations and media campaigns

Story behind the curve: Educated individuals who are made aware of scams and abuses are more likely to avoid being victim of abuse.

Action Plan:

1. Increase number of public presentation
2. Increase use of social media to highlight awareness of signs abuse, neglect and exploitation.
3. Provide information to referral sources to ensure clear articulate ability to report and coordinate care for cases where abuse, neglect and exploitation are suspected.

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

Our work in the Social Assistance Management System (SAMS) database is widely respected in the state. We have both a long tenured staff member who works primarily in the database as well as an Executive Director with an eye for visioning capacity. We have increased the quality review process with relation to our nutrition, wellness, and case management systems to monitor accuracy in managing data input. Our work continues to be to develop systematic review of our data thru integrity reports and supervision of staff workflows. Through this work, we are able to pinpoint issues and develop interventions to resolve those issues. We continue to push the bounds of SAMS and look to Mediware for solutions to today's needs. Mediware has been hampered by rigidity and as a result, several agencies have sought alternative options for databases. We continue to be optimistic that collaboration is the key to using this database to its full capacity.

Section F: Continuous Quality Improvement Plan

The following is taken from our Case Management Standards but is applied to all departments, as our record keeping is stored in the SAMS database.

Quality Assurance:

For the purposes of clarity, Quality Assurance (QA) is the measure of compliance with which staff adheres to NEK COA policies and procedures, acceptable case management standards and/or best practices adopted by NEK COA. These activities include but are not limited: data collection, documentation review, program evaluation and analysis, and quality improvement.

The following processes are in place to assure continued quality of service:

- Supervisory Review of Client Records
- On-going supervision in the form of team meetings, one-on-one supervision, or as needed consults.
- Individual staff evaluations including a self-evaluation are completed regularly and as needed.
- Surveys will be conducted via mail in a random manner and can be completed by telephone or in-person upon request to ascertain consumer input.

As our client records are stored in the SAMS database, we are able to utilize the database features as part of our continuous quality improvement plan efforts. Through our work with integrity reports and routine reporting that is done internally, we are able to spot issues quickly. This allows for staff training and support to continue to develop a quality data. Our IT staff member is able to remote into staff computers for training as needed. We have also developed consistent workflows, which have improved the quality of our use of the database thru consistent application.

We will continue to maintain a thoughtful approach with regards to quality and improving our use of the database to more robustly reflect the work we are doing in a consistent way.

Challenges we are addressing and will continue to develop strategies for:

- We have trained staff and oriented new staff to workflows ensuring that consistent data entry is achieved.
- Health promotion and disease prevention programs had largely been left out of the database and we are currently entering them through the roster system.
- Ease of entry continues to be a challenge as we explore ways to capture data within the ship department. Developing workflows to ensure data entry is accurately reflecting work has been a focus. We are cognizant of the need to be thoughtful around workload in regards to data entry.
- Three years ago, we started having the Case Management department record their case notes and service delivery, which after the transition has made a great improvement to the data. We continue to reassess this work and educate/support staff to achieve quality in the information recorded.

Prevention of abuse:

- Improve outreach to the community
- Educate regarding signs of abuse, neglect and exploitation

REQUEST FORM FOR A DIRECT SERVICE WAIVER

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

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

Service: Caregiver Education and Support to support skill building required to provide care at home.

Service Area: Northeast Kingdom AAA region of Orleans, Essex and Caledonia Counties

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

We utilized our needs assessment to explore ways to support caregivers who experienced unprecedented distress caused by the pandemic and virtual shut down of respite services. This population in relation to others continues to experience the challenges of caregiving while managing care at home. With the lack workforce and options for respite, we responded to a need identified in the assessment and with caregivers we assist. *As we explored this we were introduced to Trualta which is an evidence based program that provides real time support to caregivers and helps with education and supportive strategy development. This allows for the person to sign on and get information when it suits them, not at the schedule of our agency. The other option within this is that it allows for us to provide access to community partners who are working with caregivers at differing points in their caregiving journey. We explored other programs and this option allows for us to work with community partners in providing this resource free of charge to all who are caregiving in our region. It is also a way to begin the connection and education of caregivers at an earlier point by partnering with medical providers in our area.*

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

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

Please be comprehensive and specific:

Public input resulted from the area plan needs assessment, advisory council and board input. Additionally, thru our public comment process the caregiver support program development was identified as a key issue and Trualta was discussed. The time period was from last fall thru and including July of 2021. We solicited comment thru use of constant contact due to the pandemic and inability to meet in person during the July 2021 time period. Individuals were then provided one on one discussions if desired. Additionally, we reached out to caregivers who are provided support thru our agency for input.

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

Given the challenges to access services during the pandemic it became clear that we needed an alternative format to provide support to caregivers. We have attempted for years to hold powerful tools programming with limited success. Often the challenge for a caregiver is the time commitment out of home and away from their role. Trualta allows for in home access via the internet for people to connect at their own time and pace to access articles, care information, caregiver self-care. It offers skill based training that is clinically validated and works with our staff to provide this as a partnership with Trualta. The pandemic highlighted the need for alternative options and this platform with its evidence based approach meets that need. We would use IIID to fund this and IIIIE to assist with technology for those who do not have current platform or access.

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

Section H: Public Hearing

Public hearing:

Due to the pandemic we were unable to utilize an in person format. We chose instead to use our constant contact list which reached over 440 individuals and had 155 open link to review the area plan for public comment. We received comments back that overall were positive feeling that the plan was representative of needs and issues that elders in our area are experiencing. Those opening it were also provided direct contact for further discussion.

2022 Area Plan feedback from public comment:

Emails from constant contact

Caroline E. thanks for the work of the council. This document provides good direction for the things that I see my older neighbors dealing with.

Barbara F I am so glad to see that caregiving is being highlighted. The support needed to keep a loved one at home often comes at the expense of caregiver. I watched a neighbor struggle to provide such care.

Tom R....The work of the council for years has been a gift. This is a great reflection in your plan for the needs to be addressed. The council needs to tell their story betterget the word out on all you do.

Dick d ...I am glad to see that transportation is part of this plan. I live in a very rural area and no longer drive. While I am grateful to go to the store and doctors, that's not the only places I want to go to.

Arthur W There should be more money to meals. The community meals struggle. How will you do that?

Telephone calls

Sarah P Called and discussed caregiving needs as someone who had cared for her husband and struggled with lack of support due to her income making them no eligible for cfc but yet realistically not able to afford the level of care needed.

Louise R Called and talked about her struggles with not being able to get out due to the pandemic and wished that we would be able to do in home wellness classes thru her tv. She feels if we are the one to put it forward people would have a trusted entity rather than businesses trying to make money.

Joe S called to say he'd seen the plan and appreciates the work to make sure that things that are needed are reflected are in there.

We used feedback as we developed the plan and goals.

Appendices Section:

- A. Updated Assurances with Standard State Grant Attachments
- B. Organizational Structure
 - i. Chart of Organizational Structure
 - ii. Advisory Council List
 - iii. Board Composition
- C. Emergency Preparedness or Continuity of Operations Plan

Appendix B

Area Agency on Aging Assurances

Updated October 2017

The Older Americans Act requires that to be approved by the State Agency, Area Agencies must make certain assurances. Below is a listing of the most current information provided by the Administration on 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	FFY19 Budgets FFY19-FFY22 Finalized Area Plans
August 15	April – June	Title III and Title VII QTR 3 Financial Reports
October 20	July - September	Title III and Title VII QTR 4 Financial Reports

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

Please refer to the 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 Nonprocurement Programs, issued by the General Services Administration.

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

- 1. Definitions:** For purposes of this Attachment, “Party” shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement. “Agreement” shall mean the specific contract or grant to which this form is attached.
- 2. Entire Agreement:** This Agreement, whether in the form of a contract, State-funded grant, or Federally-funded grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.
- 3. Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial:** This Agreement will be governed by the laws of the State of Vermont. Any action or proceeding brought by either the State or the Party in connection with this Agreement shall be brought and enforced in the Superior Court of the State of Vermont, Civil Division, Washington Unit. The Party irrevocably submits to the jurisdiction of this court for any action or proceeding regarding this Agreement. The Party agrees that it must first exhaust any applicable administrative remedies with respect to any cause of action that it may have against the State with regard to its performance under this Agreement. Party agrees that the State shall not be required to submit to binding arbitration or waive its right to a jury trial.
- 4. Sovereign Immunity:** The State reserves all immunities, defenses, rights or actions arising out of the State’s sovereign status or under the Eleventh Amendment to the United States Constitution. No waiver of the State’s immunities, defenses, rights or actions shall be implied or otherwise deemed to exist by reason of the State’s entry into this Agreement.
- 5. No Employee Benefits For Party:** The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the State withhold any state or Federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.
- 6. Independence:** The Party will act in an independent capacity and not as officers or employees of the State.
- 7. Defense and Indemnity:** The Party shall defend the State and its officers and employees against all third party claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party in connection with the performance of this Agreement. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The State retains the right to participate at its own expense in the defense of any claim. The State shall have the right to approve all proposed settlements of such claims or suits.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

13. Records Available for Audit: The Party shall maintain all records pertaining to performance under this agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or acquired by the Party in the performance of this agreement. Records produced or acquired in a machine readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of the Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

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

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

16. Taxes Due to the State:

- A. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
- B. Party certifies under the pains and penalties of perjury that, as of the date this Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.
- C. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
- D. Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

27. Termination:

- A. Non-Appropriation:** If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by Federal

funds, and in the event Federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.

B. Termination for Cause: Either party may terminate this Agreement if a party materially breaches its obligations under this Agreement, and such breach is not cured within thirty (30) days after delivery of the non-breaching party's notice or such longer time as the non-breaching party may specify in the notice.

C. Termination Assistance: Upon nearing the end of the final term or termination of this Agreement, without respect to cause, the Party shall take all reasonable and prudent measures to facilitate any transition required by the State. All State property, tangible and intangible, shall be returned to the State upon demand at no additional cost to the State in a format acceptable to the State.

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

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

30. State Facilities: If the State makes space available to the Party in any State facility during the term of this Agreement for purposes of the Party's performance under this Agreement, the Party shall only use the space in accordance with all policies and procedures governing access to and use of State facilities which shall be made available upon request. State facilities will be made available to Party on an "AS IS, WHERE IS" basis, with no warranties whatsoever.

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

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

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

B. Internal Controls: In accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General

of the United States and the “Internal Control Integrated Framework”, issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

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

32. Requirements Pertaining Only to State-Funded Grants:

- A. Certification Regarding Use of State Funds:** If Party is an employer and this Agreement is a State-funded grant in excess of \$1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party’s employee’s rights with respect to unionization.
- B. Good Standing Certification (Act 154 of 2016):** If this Agreement is a State-funded grant, Party hereby represents: (i) that it has signed and provided to the State the form prescribed by the Secretary of Administration for purposes of certifying that it is in good standing (as provided in Section 13(a)(2) of Act 154) with the Agency of Natural Resources and the Agency of Agriculture, Food and Markets, or otherwise explaining the circumstances surrounding the inability to so certify, and (ii) that it will comply with the requirements stated therein.

(End of Standard Provisions)

BUSINESS ASSOCIATE AGREEMENT

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

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

The parties agree as follows:

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

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

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

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

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

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

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

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

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

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

3. Permitted and Required Uses/Disclosures of PHI.

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

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

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

4. Business Activities. Business Associate may use PHI received in its capacity as a Business Associate to Covered Entity if necessary for Business Associate’s proper management and administration or to carry out its legal responsibilities. Business Associate may disclose PHI received in its capacity as Business Associate to Covered Entity for Business Associate’s proper management and administration or

to carry out its legal responsibilities if a disclosure is Required by Law or if Business Associate obtains reasonable written assurances via a written agreement from the person to whom the information is to be disclosed that the PHI shall remain confidential and be used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the Agreement requires the person or entity to notify Business Associate, within two (2) business days (who in turn will notify Covered Entity within two (2) business days after receiving notice of a Breach as specified in Section 6.1), in writing of any Breach of Unsecured PHI of which it is aware. Uses and disclosures of PHI for the purposes identified in Section 3 must be of the minimum amount of PHI necessary to accomplish such purposes.

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

6. Documenting and Reporting Breaches.

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

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

63 When Business Associate determines that an impermissible acquisition, use or disclosure of PHI by a member of its workforce is not a Breach, as that term is defined in 45 CFR § 164.402, and therefore does not necessitate notice to the impacted individual(s), it shall document its assessment of risk, conducted as set forth in 45 CFR § 402(2). When requested by Covered Entity, Business Associate shall make its risk assessments available to Covered Entity. It shall

also provide Covered Entity with 1) the name of the person(s) making the assessment, 2) a brief summary of the facts, and 3) a brief statement of the reasons supporting the determination of low probability that the PHI had been compromised. When a breach is the responsibility of a member of its Subcontractor's workforce, Business Associate shall either 1) conduct its own risk assessment and draft a summary of the event and assessment or 2) require its Subcontractor to conduct the assessment and draft a summary of the event. In either case, Business Associate shall make these assessments and reports available to Covered Entity.

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

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

8. **Providing Notice of Breaches.**

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

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

83 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.

84 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).

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

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

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

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

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

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

14. Termination.

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

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

15. Return/Destruction of PHI.

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

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

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

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

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

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

18.2 Business Associate shall ensure that any Agent and Subcontractor to whom it provides Electronic PHI agrees in a written agreement to implement and use administrative, physical, and

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

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

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

19. Miscellaneous.

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

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

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

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

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

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

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

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

Rev: 7/7/17

AGENCY OF HUMAN SERVICES’ CUSTOMARY CONTRACT/GRANT PROVISIONS

1. **Definitions:** For purposes of this Attachment F, the term “Agreement” shall mean the form of the contract or grant, with all of its parts, into which this Attachment F is incorporated. The meaning of the term “Party” when used in this Attachment F shall mean any named party to this Agreement *other than* the State of Vermont, the Agency of Human Services (AHS) and any of the departments, boards, offices and business units named in this Agreement. As such, the term “Party” shall mean, when used in this Attachment F, the Contractor or Grantee with whom the State of Vermont is executing this Agreement. If Party, when permitted to do so under this Agreement, seeks by way of any subcontract, sub-grant or other form of provider agreement to employ any other person or entity to perform any of the obligations of Party under this Agreement, Party shall be obligated to ensure that all terms of this Attachment F are followed. As such, the term “Party” as used herein shall also be construed as applicable to, and describing the obligations of, any subcontractor, sub-recipient or sub-grantee of this Agreement. Any such use or construction of the term “Party” shall not, however, give any subcontractor, sub-recipient or sub-grantee any substantive right in this Agreement without an express written agreement to that effect by the State of Vermont.

2. **Agency of Human Services:** The Agency of Human Services is responsible for overseeing all contracts and grants entered by any of its departments, boards, offices and business units, however denominated. The Agency of Human Services, through the business office of the Office of the Secretary, and through its Field Services Directors, will share with any named AHS-associated party to this Agreement oversight, monitoring and enforcement responsibilities. Party agrees to cooperate with both the named AHS-associated party to this contract and with the Agency of Human Services itself with respect to the resolution of any issues relating to the performance and interpretation of this Agreement, payment matters and legal compliance.
3. **Medicaid Program Parties** (*applicable to any Party providing services and supports paid for under Vermont's Medicaid program and Vermont's Global Commitment to Health Waiver*):

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

Subcontracting for Medicaid Services: Notwithstanding any permitted subcontracting of services to be performed under this Agreement, Party shall remain responsible for ensuring that this Agreement is fully performed according to its terms, that subcontractor remains in compliance with the terms hereof, and that subcontractor complies with all state and federal laws and regulations relating to the Medicaid program in Vermont. Subcontracts, and any service provider agreements entered into by Party in connection with the performance of this Agreement, must clearly specify in writing the responsibilities of the subcontractor or other service provider and Party must retain the authority to revoke its subcontract or service provider agreement or to impose other sanctions if the performance of the subcontractor or service provider is inadequate or if its performance deviates from any requirement of this Agreement. Party shall make available on request all contracts, subcontracts and service provider agreements between the Party, subcontractors and other service providers to the Agency of Human Services and any of its departments as well as to the Center for Medicare and Medicaid Services.

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

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

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

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

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

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

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

5. **Non-Discrimination:**

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

No person shall on the grounds of religion or on the grounds of sex (including, on the grounds that a woman is pregnant), be excluded from participation in, be denied the benefits of, or be subjected to discrimination, to include sexual harassment, under any program or activity supported by State of Vermont and/or federal funds.

Party further shall comply with the non-discrimination requirements of Title VI of the Civil Rights Act of 1964, 42 USC Section 2000d, et seq., and with the federal guidelines promulgated pursuant to Executive Order 13166 of 2000, requiring that contractors and subcontractors receiving federal funds assure that persons with limited English proficiency can meaningfully access services. To the extent Party provides assistance to individuals with limited English proficiency through the use of oral or written translation or interpretive services, such individuals cannot be required to pay for such services.

6. **Employees and Independent Contractors:**

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

7. **Data Protection and Privacy:**

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

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

Protection of Personal Information: Party agrees to comply with all applicable state and federal statutes to assure protection and security of personal information, or of any personally identifiable

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

AHS ATT. F 5/16/2018

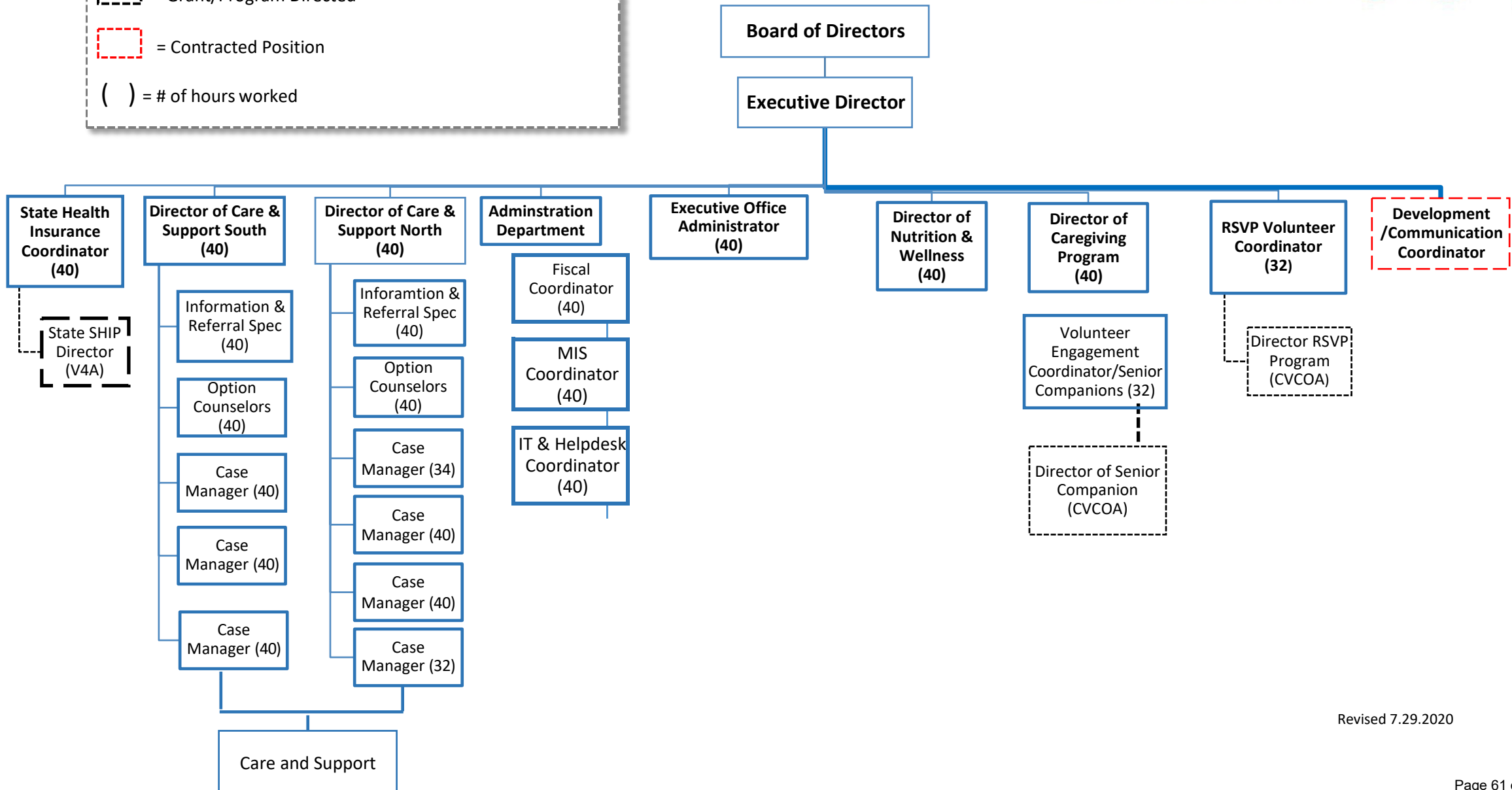
NEKCOA
Organizational Chart

NEK Council on Aging FY 2020 – 18 FTE
5 PTE

 = Grant/Program Directed

 = Contracted Position

() = # of hours worked



Revised 7.29.2020

Team Specialist (32)

Advisory Council
Northeast Kingdom Council on Aging
January 2021

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NOVEMBER 2020 – SEPTEMBER 2021 (FY 2021)
NORTHEAST KINGDOM COUNCIL ON AGING – BOARD OF DIRECTORS CLASSES

President – Anne Steinberg
Secretary – Sue Montague

Vice President – Susan Gordon
Treasurer – Kathy Hemmens

OTHER

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(*) First 3-year term

(**) Second 3-year term

2021

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Revised November 2020

Northeast Kingdom Council on Aging

- St. Johnsbury Office -
481 Summer Street Suite 101

-Newport Office-
5452 US RT 5 Suite A
Derby Times Square

EMERGENCY RESPONSE PLAN



UPDATED 7/15/2021

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This Emergency Response Plan is designed to be used by the Council’s Leadership Team and staff who will coordinate services in the event of an emergency.

An emergency and evacuation plan is identified herein for the protection of employees in the event of a fire, bomb threat, earthquake, public health emergency etc. Leadership Team members are to assist during training drills to insure the personnel in their area have sufficient training to safely evacuate the building and assemble in the designated area.

NEKCOA has and continues to participate in local emergency response planning meetings and that information is utilized to inform this document.

EMERGENCY PHONE NUMBERS

POLICE, FIRE, AMBULANCE	911
St. Johnsbury-BUILDING OWNER: Jim Impey	Office: 802-748-2894 Cell: 802-272-1985
St. Johnsbury-BUILDING MAINTENANCE Tim Gaskin NEKCOA Executive Director – Meg Burmeister	Pager: 802-283-3249 Cell: 802-274-0074 Work: 802-473-4999 Cell: 802-279-3068
Newport Office Green Mountain Electrical Supply GMS Realty, Scott Laber	802-334-2190 802-334-7963 Cell:802 673-6733,H:802-334-6281
Island Pond Health Center 82 Maple Street Island Pond, VT 05846	802-723-4300
Hardwick Area Health Center 4 Slapp Hill Hardwick, VT 05843	802-472-3300

In An Emergency Situation Always Call 911

- Fire
- Medical Emergency/Rescue (**Do not attempt to transport another employee or client in a medical emergency**)
- Hostile threatening person
- Theft or other unlawful act
- Suspicious person or incident observed by an employee
- Toxic fumes -evacuate the area by sounding a verbal warning –
_ Bomb threat
- If in doubt call 911
 - Contact leadership team member

Personal safety awareness

In the event that there is a hostile person or situation, call 911 immediately if you are able to do so safely. If you cannot call, try to excuse yourself from the room and give signal to a staff member.

If an employee anticipates a challenging situation in a scheduled appointment:

1. alert your supervisor and/or co-workers to the details of the situation and
2. have a plan in advance (a check-in call, meeting with a door open, or more than one person in the room, etc.).

Action in the event of an emergency our the building

- **Leave the building in an orderly manner by the nearest exit.**
- **Avoid crowding. Descend any stairs with special care. DO NOT RUN.**
- **Do not use the elevator during an emergency of any kind.**
- **Assist in the evacuation of the physically disabled.**
- **If conditions permit, computers can be quickly locked by pressing Ctrl-Alt-Delete prior to evacuation.**
- **If evacuation is due to a fire, the last person out of an area should be sure the door is closed.**
- **Do not attempt to take belongings other than purses, keys, etc.**
- **Proceed to emergency designation area**

Disabled Employees: Employees who have a disability/ or have temporarily limited mobility should discuss their needs with a supervisor and have a plan for evacuation in an emergency. The responsibility for overseeing evacuation of the disabled employees located within the building will be shared by all employees. It is the responsibility of the supervisor of disabled employees to ensure that a sufficient number of co-workers are available during the established workday to assist in the emergency evacuation of the disabled. The fire department will be briefed concerning the requirement for evacuation of the disabled immediately upon arrival.

The Leadership Team members shall, as accurately as possible, verify that everyone is present outside the building and report anyone missing to the Executive Director or designee who will then report to emergency personnel.

EVACUATION PROCEDURES (St Johnsbury)

All Employees:

ALL STAFF MUST GO TO:

- 1) **FATHER LIVELY CENTER PARKING LOT**; if that area is blocked go to
- 2) **THE CORNER OF SUMMER AND WEBSTER STREET, NORTH OF THE FUNERAL HOME;**

CONFIRM WITH YOUR LEADERSHIP TEAM MEMBER THAT YOU HAVE EXITED THE BUILDING SAFELY.

Staff members will go to the Executive Director or designee to confirm who should be present.

The Executive Director or designee will then report to Emergency Personnel. All employees must check in with their Leadership Team member in the meeting area to assure that emergency responders are properly informed as to who may still be in the building. The leadership team member will advise on actions to be taken.

EVACUATION PROCEDURES (Newport)

All Employees:

ALL STAFF MUST GO TO:

- 3) **CENTURY 21 FARM & FOREST OFFICE, 5043 US RT 5**; if that area is blocked go to;
- 4) **LAW OFFICE OF GREGORY P. HOWE, 5346 US RT 5;**

CONFIRM WITH YOUR LEADERSHIP TEAM MEMBER OR DESIGNEE THAT YOU HAVE EXITED THE BUILDING SAFELY.

The staff person will discuss with Leadership Team member or designee to confirm who should be present.

The Site Supervisor or designee will verify all information. The Site Supervisor or designee will then report to Emergency Personnel and provide instruction to staff as to the plan.

VISITORS' POLICY FOR ST. JOHNSBURY AND NEWPORT

Staff areas and areas behind keypad entry doors are considered “escort only” area. Visitors should be escorted to and from staff areas by the staff they are visiting. Visitors will remain in lobby area until escorted to appointment by staff member. Personal visitors to staff will be considered visitors and should be announced and escorted to the person they are visiting.

VISITING CLIENTS

Staff are often out visiting clients, wellness programs, and meal sites. In the event of an emergency or perceived situation that raises concern; leave the situation as quickly as possible. Call the office to report the incident and review with a leadership team member. It is a reminder to use safety protocols in entering homes to develop an exit strategy.

BANNED INDIVIDUALS

For various reasons such as a terminated employee, disgruntled client or stalking “ex” of a worker, it may be necessary to ban or prohibit certain people from the building.

While it is possible to get a Trespass Order against an individual or for employees to have a Domestic Violence Restraining Order, it is always best to obtain a copy and have the agency work closely with legal counsel and law enforcement for support.

If there is a banned person or anyone who should be denied entry, it is vital to have a process in place.

- a. Inform all staff, especially front desk staff immediately;
- b. Provide a description or photo of the banned individual;
- c. Follow the response plan about contacting law enforcement and creating a lock down for the building;
- d. Be careful of slander/libel issues. Do not make statements such as, “He/She is Dangerous;” simply state that the person is banned with a reminder of the protocol to follow.
- e. It is vital that every incident which requires support, raised concerns, had a near-miss or actual threat **must be documented** and tracked.

**The Front Desk Security Guide; “ePanic Button” publication, 2014*

SEVERE WEATHER **(Tornadoes, Windstorms, Hail Storms)**

Employees will be informed of severe weather via phone, in person, or email.

What to do:

- Take cover in any hallway. DO NOT EVACUATE.
- Stay away from windows and outside doors.
- Wait for all clear instructions before returning to work area.
- The all clear signal is a verbal alert from the Executive Director or a Leadership Team member.

Early Dismissals/Closings/Delays: In these cases the Executive Director or designee will make the decision regarding weather-related early dismissals, delayed openings or closings. The decision will be based upon a multitude of factors including: actual hazardous driving conditions and other travel advisories. Staff will be notified through work day communications or the agency telephone tree calling system.

Leadership Team DUTIES

- Assist with planning and organizing staff training;
- Develop emergency plan coordinated with staff;
- Assist with emergencies management;
- Direct occupants during emergencies;
- Display information about the organization and its responsibilities;
- Report to Executive Director or designee, providing information and advice about the building and its operations prior to and during emergencies;
- Identify utilities, fire protection, communications, and other emergency equipment in the building;
- Maintain emergency call list for utilities and hazardous substances;
- Maintain organization records contact information is checked and updated quarterly;
- Make recommendations regarding use of facilities and equipment; and
- Schedule and identify person(s) responsible for:
 - Periodic fire drills;
 - Assuring that all exits are clearly marked and accessible on a weekly basis;
 - Maintaining First Aid and emergency response equipment (flashlights, tarp), and assuring that they are clearly marked; and
 - Assuring that building owner maintains fire extinguishers and alarm systems.

Post-Incident Phase:

After an incident has taken place, the Executive Director will conduct an all-employees meeting to review the incident to determine whether our Emergency Response Plan should be amended to improve our response in future incidents.

DRILLS

Random drills will be conducted **periodically** for the Council to verify that employees have the knowledge and ability to respond appropriately and safely to the fire alarm.

During evacuation drills all staff members will report to the meeting area designated in the evacuation plan so that the Leadership Team can verify who is present and report anyone missing.

Drills will be repeated as necessary to insure the response to an emergency will be quick, complete, safe, and efficient.

Public Health Emergency: In the event of a public health emergency, we will follow guidance from the Governor, Dept of Health and Department of Aging and Independent Living. Staff will be notified using the phone tree for emergency situations. We will use the email and video features as developed during the pandemic to communicate with all staff in addition to the phone contact. In the event contact is not made all staff should shelter in place until advised of additional information. At that point we will convert to remote work if appropriate utilizing the computer and phone system adaptations. Staff will maintain the necessary updates to the computer phone app which enables contact thru the computer.

MEDIA ANNOUNCEMENTS

News representatives will be referred to a leadership team member who is responsible for official responses to the press and other news media concerning emergencies he building. **No one else is authorized to respond to these inquiries.**