



AREA AGENCY ON AGING AREA PLAN DRAFT FFY 2022 – FFY2025

August 1, 2021

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SECTION A: VERIFICATION OF INTENT, MISSION STATEMENT AND EXECUTIVE SUMMARY

Verification of Intent

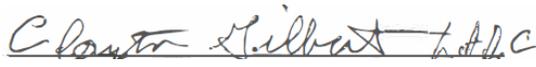
Southwestern Vermont Council on Aging's Area Plan is hereby submitted for the period October 1, 2021 through September 30, 2025. It includes all assurances and plans to be followed by the submitting agency under provisions of the Older Americans Act and the Area Plan Instructions. The Area Agency on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

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

(signed)  Area Agency on Agency Director Date: July 30, 2021

(signed)  President, Board of Directors Date: July 30, 2021

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

(signed)  Chairperson, Area Agency on Aging
Advisory Council Date: July 30, 2021

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

Mission Statement

The mission of the Southwestern Vermont Council on Aging (SVCOA) is to be a community force in creating and sustaining opportunities for elders and caregivers in our region to help assure that elders are able to maintain maximum independence and quality of life.

Executive Summary

This summary serves as an overview of the recent accomplishments, progress and challenges of the Southwestern Vermont Council on Aging (SVCOA). It also provides a brief review of our current system and an indication of issues and trends affecting older Vermonters and caregivers in our planning service area, and how SVCOA plans to meet these challenges in the coming four years. SVCOA and its Board of Directors remain committed to providing essential support and services to older adults in our region including high quality, nutritious meals, case management services, enhanced transportation opportunities, money management programs, information assistance and referral services, ongoing caregiver supports, options counseling, care transitions and wellness initiatives.

FFY 19-21 Area Plan Highlights

In recent years, SVCOA experienced several notable successes and challenges under our FFY 19-21 Area Plan, all of which have helped guide the organization's ongoing planning and programming, operational adjustments, partnership development, and advocacy efforts, among other initiatives.

SVCOA is proud to report a range of recent accomplishments that provided direct value to the clients and communities that it serves from 2019 to 2021. Beginning internally, SVCOA transitioned in 2018 to a team-based leadership structure, which included directors from the four core areas of the agency - case management and information and assistance, nutrition, wellness, transportation and volunteer programs, business operations, and communications and development. The management structure allowed for collective decision-making and strong departmental representation, as well as the reinvestment of prior executive director salary dollars to "boots on the ground" positions aimed at improving service to clients. This restructuring, for several years under the FFY 19-21 Area Plan, allowed the agency to remain nimble and meet the ever-changing needs of clients, improve community visibility and partnerships, and strengthen advocacy efforts. Given the recent increase in internal and external demands, future client demand projections, and the agency's focus on proactively planning to adequately support staff and meet the needs of its older Vermonters moving forward, SVCOA's Board of Directors opted to add an Executive Director back into its organizational management structure in early 2021. SVCOA's Board of Directors believes that the timing of this leadership addition was optimal and will position the agency well to navigate oncoming challenges and achieve future success.

The agency also made significant headway on several key initiatives in recent years including the expansion of its Representative Payee Program, improvements to its Nutrition Program, and growth of its Development & Communication initiatives. The Representative Payee Program has continued to grow and annually generates revenue from services provided in administering finances for clients who have been determined by a doctor and confirmed by the Social Security

Administration to have a mental or physical impairment and are unable to manager their own funds, achieve financial stability, or secure basic needs such as food, shelter, clothing and medical care. SVCOA's well-known and successful Nutrition Program has also been enhanced in recent years to include the offering of medically-tailored meals to older Vermonters across SVCOA's service area, as well as more specific meal options. The program's leadership and staff have worked diligently with meal providers and community meal sites to continue to add offerings, improve systems and meet rising demand, all with the focus of supporting the nutrition needs of older individuals in Bennington and Rutland counties. With the addition of a Development & Communications Director position in 2018 and additional communication staff support, SVCOA was also able to make considerable progress under the FFY 19-21 Area Plan relative to its outreach presence. The agency has seen a marked uptick in media presence, outreach to clients, state officials, legislators, key community partners, municipalities and donors, and a broadening of SVCOA outreach channels. As evidenced by hundreds of news stories featuring SVCOA, SVCOA's regular internal and external newsletters, new website, active social media channels, and community presentations, among other communication tools, SVCOA has continued to expand its Communication Program to ensure that all stakeholders of the agency are aware of its available services, needs, challenges, and successes.

SVCOA has also realized progress with its various data collection and quality assurance methods to measure the success of its programs and services - most specifically through electronic individual surveys, focus groups with key stakeholders and the agency's new client records database system, which - provides SVCOA with metrics to guide its operations. Our survey collection methods remain similar to those described in our FFY 19-22 Area Plan, while our data management system has evolved to capture real-time data inputs, custom reporting and utilization, quality and outcomes metrics. SVCOA launched its data management system in the fall of 2019 and continued to maximize system utilities. The system was designed to capture data for all agency programs including all core services, SHIP, billing, emergency management and outreach, among other functions. The overall effectiveness of the system enables cross-agency communication and client management, resulting in enhanced service for those supported by SVCOA, as well as efficiencies in various internal processes such as billing. The database system is adaptable to changes in organizational needs. We envision our data management system to be a key asset to the agency throughout the duration of this Area Plan. SVCOA will continue to focus on leveraging quality data, and input from key community stakeholders, to drive futures changes, fill any gaps in programs and services, meet identified needs and work toward continuous improvement for those we serve.

SVCOA and COVID-19

SVCOA, like so many organizations of all types and sizes, has been impacted significantly by the COVID-19 pandemic in recent months. In the early stages of the pandemic, SVCOA quickly transitioned its operations to keep staff, volunteers and clients safe while maintaining continuity of programs and services. As the pandemic persisted, the agency and its clients experienced a number of ongoing, specific challenges including limited home visits, which added to client isolation and made it more difficult to identify needed supports and services; staff-related impacts including childcare challenges, additional stress of operating during a pandemic, inter-agency staff connectedness and communications, training recruitment and retention challenges,

and significant issues around staff feelings that they were unable to provide the same level of support to clients as they were accustomed to delivering pre-pandemic; a marked increase in demand on the SHIP program and challenges related to confusion or fear among clients due to COVID-related health insurance advertising; a sharp increase in demand on meals and increased cost to providing meals due to a rise in food and supply-chain costs; an interruption in wellness program offerings and resulting social isolation impacts; an increase in the quantity and complexity of financial reporting requirements relative to COVID funding; intensified caregiver challenges relative to pre-existing, systemic caregivers issues across the state; heightened volunteer recruitment challenges; interruptions in recruitment and operations of Senior Companion program during COVID, and amplified client challenges related to technology connectivity that hindered socialization and access to SVCOA virtual offerings.

While the COVID-19 pandemic presented many challenges to SVCOA and tested its staff and organizational processes, the agency is also pleased to report a broad range of successes during this unprecedented period of challenges. Major agency successes included the development and implementation of in-depth COVID operations protocol to keep staff and clients safe but continue to provide as many services and supports as possible; a quick, seamless transition to remote operations as well as virtual programming for clients; the continuation of elder care clinician counseling, including offering support to both Medicaid and non-Medicaid clients; the addition of various supportive programs and services such as SVCOA's grocery shopping service, telephone friendly visitor check-in program, virtual nutrition education, wellness and caregiver programming; close collaboration with sister AAA's and V4A around COVID-related financial reporting relative to state and federal relief funds; regular agency communications updates and strong media coverage throughout the pandemic to educate clients and stakeholders of agency operational shifts and the continuation or addition of programs and services; enhanced partnerships with various community agencies including home care providers, medical and vaccine providers, regional emergency planning committees and other social service providers; the shift of SVCOA's Registered Nurse Options Counselor to assisting AAA clients and supporting the agency's COVID operations plan; and an outpouring of service area community support demonstrated by new volunteers, community donations, and offerings of assistance. The ability to be creative and act swiftly to develop and implement programming and operational initiatives during the pandemic will carry forward to meet future needs and challenges the agency may face.

Current System Issues / Trends

Sustained, large-scale challenges currently experienced by SVCOA, which in many cases have had a direct impact on the older Vermonters we serve, include a rapidly growing elder population, which has created a steady rise in demand across various programs and services; increased complexity of many cases with respect to mental health, substance abuse and family dynamics; ongoing obstacles around sustainable meal reimbursements rates and general funding shortages for crucial nutrition programs such as Meals on Wheels and transportation; continued challenges related to Vermont's caregiver shortage crisis, an issue that in addition to a shortfall of essential care for older Vermonters has also increased the potential for neglect, financial exploitation and Medicaid fraud; increasing roadblocks around Vermont's State Health Insurance ("SHIP") Program, with particular regard to adequate funding, resources and support to meet the

continued rise in demand on the service; similar challenges related to funding, support and advocacy for the state’s Elder Care Clinician Program; a lack of rate parity between nursing homes and community-based supports which becomes increasingly debatable as community-based client benefits, financial savings and service requests continue to grow; and disparity between nursing home and community-based meal reimbursement, among other obstacles.

Agency Goals Over the Next Four Years

Looking forward, SVCOA maintains its clear focus on our mission of “creating and sustaining opportunities for elders and caregivers in our region to help assure that older Vermonters are able to maintain maximum independence and quality of life.” In addition to continuing to address many of the systemic challenges previously mentioned and expanding on many of the successes that the agency has seen in recent years, SVCOA has outlined several specific internal organizational goals and external client-facing objectives that it aims for progress on over the next four years.

Internal goals include continuing to support and facilitate the agency’s transition to an executive director organizational model; expanding outside revenue streams aside from state and federal sources; developing a detailed agency strategic plan; growing and adding partnerships at the local, state and national levels; enhancing staff and cross-agency training opportunities; and evaluating and updating agency technology systems and processes. Due to the continuing increase in demand for services it will be necessary for the agency to seek creative ways to increase its capacity to meet the growth in demand. This will be achieved through seeking alternative funding sources, process improvements and leveraging resources through collaborations.

From an external, client-facing perspective, SVCOA’s work to meet the needs of its clients in the next four years will be guided, in large part, by the results of the 2020 Vermont Statewide Needs Assessment, SVCOA’s 2021 “Aging Services Needs Questionnaire,” SVCOA HelpLine Data, and feedback from our Board of Directors, Advisory Council, community partners and other key community stakeholders. Feedback from these various sources has identified six key issues that are currently paramount in our service area and will become points of emphasis for SVCOA and its operational initiatives under the FFY 22-25 Area Plan. The following issues and correlating goals have been identified:

- 1. Issue:** Gap in older Vermonter and caregiver awareness of the availability of key services and supports. **Goal:** Increase general older Vermonter and caregiver awareness of the availability of key services and supports offered by SVCOA, as well as community partners that the agency collaborates with.
- 2. Issue:** Lack of internet accessibility, communicative technology equipment, and technology education among older Vermonters in SVCOA’s service area. **Goal:** Increase general internet and communicative technology accessibility and education among older Vermonters in SVCOA’s service area.

3. **Issue:** Pre- and post-pandemic, social isolation among older Vermonters in SVCOA’s service area, as well as state-wide and across the nation, remains a significant challenge and an area of emphasis for those serving older individuals. **Goal:** Increase services, supports, programming and outreach to clients which assist with supporting increased socialization and community connectedness among older Vermonters in SVCOA’s service area.
4. **Issue:** SVCOA’s service area population is among the least income secure in the state of Vermont and represents the highest Medicaid population. Respondents of the statewide needs assessment indicated correlating challenges around accessing food, reliable transportation, and internet, as well as indicating a general belief that “they cannot afford services that are available.” **Goal:** Increase awareness and accessibility around currently-offered services and supports, boost referrals to community partners for additional services, research additional, creative funding sources to counter affordability challenges, and increase emphasis on early intervention efforts with AAA clients to prevent or slow progression into higher levels of care or need.
5. **Issue:** Lack of access to social – personal transportation. **Goal:** Increase opportunities for social personal transportation, as well as general transportation awareness, support and accessibility through increased outreach and education, continued statewide advocacy, and creative funding solutions.
6. **Issue:** Broad challenges relative to caregiver support services, including not knowing where to find or hire respite care, a lack of awareness of available caregiver engagement and education opportunities, kinship challenges, lack of adult day opportunities, and general concerns around caregiver support and health. **Goal:** Increase caregiver awareness of current support caregiver services, support and education, and work collaboratively with state and local entities to move the needle on addressing statewide caregiver shortage challenges.

Additionally, the agency’s efforts toward client satisfaction will also be guided by the RBA-based goals that have been developed and implemented by SVCOA in coordination with the Vermont Department of Disabilities, Aging and Independent Living. These goals include strengthening core Older Americans Act nutrition services that support older Vermonters at greatest economic and social need; assisting older Vermonters with living in their setting of choice through coordination of services and supports; achieving a rate of 80% or higher of older Vermonters receiving case management services who report satisfied or highly satisfied with services; taking steps to develop a standardized system for identifying and working with high utilizers health care services; and increasing availability and improving access to caregiver counseling services.

Other broad challenges and areas where SVCOA aims for progress over the next three years include ongoing evaluation and redesign, where needed, of nutrition program funding models to ensure long-term system sustainability in the face of increased demand or decreased funding; staffing of the elder care clinician position in Bennington which has been a continuous challenge and is a critical role in meeting increased mental health counseling needs; positioning the agency well for any anticipated or unanticipated state funding reductions, as well as potential shifts in town funding trends; supporting and equipping SVCOA’s State Health Insurance Program

(“SHIP”) to meet growing demand; tracking impact trends of medically-tailored meal recipients versus those who don’t receive such meals; expanding SVCOA’s development program to define more specific benchmarks, increase stakeholder involvement and engage more large donors; increasing collaboration with, and support of, senior centers in SVCOA’s service area; and strengthening collaboration of the statewide AAA network to leverage cost savings, capacity building and revenue enhancement through a collective impact approach.

While the quantity and complexity of clients we serve continues to increase each year, SVCOA remains passionately committed to being an integral resource and partner in working to meet the needs of older Vermonters, caregivers and younger disabled individuals in Rutland and Bennington Counties.

SECTION B: NEEDS ASSESSMENT RESPONSE

SVCOA’s Response to the 2020 Flint Springs Associates Statewide Needs Assessment

Southwestern Vermont Council on Aging (“SVCOA”) has outlined below six top issues in our region, comprised of Bennington and Rutland Counties, as indicated by the 2020 Vermont Statewide Needs Assessment of Vermonters age 60+ and their caregivers, and provided current, proposed or potential strategies to address these varying challenges.

Additionally, unsurprisingly, these same key issues have also been highlighted via SVCOA’s own recent local survey (2021 SVCOA Aging Services Needs Questionnaire) of clients, community partners, key community stakeholders and general older Vermonters and their friends of family members, as well as a recent roundtable discussion held with its advisory council to solicit further feedback. The feedback generated by SVCOA’s local survey and through its advisory council members aligns closely with the more significant issues in our service area identified by the Flint Springs Associates statewide needs assessment.

Qualitative feedback generated by SVCOA’s 2021 Aging Services Needs Questionnaire includes:

SVCOA's Aging Service needs Questionnaire 2021

Q3 In your experience what are the challenges in meeting the needs of older Vermonters 60 and over?

Answered: 31 Skipped: 3

#	RESPONSES
1	Getting information to older Vermonters as they are not always on email, websites, or social media, which tends to be a preferred method of communication for organizations providing services.
2	Loneliness.
3	Understanding new technology
4	Lack of affordable housing
5	transportation—for those of us living in outlying rural areas...daytime driving possible for me but not for others in our area
6	Finding out who is isolated and what their needs may be.
7	Staying in their own home. Loss of independence. Health concerns
8	Knowing what's available
9	Bad roads (especially winter/spring) to navigate, not able to access cell phones during emergencies.
10	Not knowing how to access support or believing they don't need it.
11	Affordable Assisted Living!
12	Communicating and connecting to available programs and services.
13	Finances and communication between agencies. One agency sends to next and that sends you back to first. Frustration sets in and people give up
14	getting around
15	Mostly financial
16	infrastructure - transportation, housing
17	understanding health care

18	Availability of services like home aid services to allow aging in place
19	Support funding and reaching the clients in need. Providing care in the home and more contact with families trying to access long term care and helping them through the often intimidating process. The State providing more local access through Economic Services.
20	Accessing resources for maintaining independent living.
21	Finding caregivers to assist with services
22	getting help for above concerns
23	Technology issues and knowing where to get support and resources for issues that concern them most.
24	Currently, they are not being served by all community partners at the best that they are able. shortcuts are being taken for current clients, but there are no wait lists in place. current clients are being underserved because there are too many to serve, not enough person centered, and not enough time to give each client proper time and care to help their needs.
25	Transportation Isolation Nutrition

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SVCOA's Aging Service needs Questionnaire 2021

26	Caregiver Shortage
27	Not enough supports in the area, lack of providers, lack of caregivers, distance, lack of tech it would be nice to do virtual visits and such with clients, however they can not afford the items needed. Wait lists are too long
28	family
29	that they don't know about the council on aging and its services to help them age well at home
30	Homemaking options to stay independent. Along with transportation.
31	financial resources

Q5 What, if any do you feel are the gaps related to community supports for older adults?

Answered: 30 Skipped: 4

#	RESPONSES
1	Addressing agelism by creating more multi-generational opportunities.
2	Not sure
3	Don't know
4	Lack of broadband
5	many folks need advocates to help them deal with medical issues...
6	I am sure there are some and people more involved than I who could identify these areas.
7	All businesses should be handicap accessible. Some need ramps rather than steps with no railings
8	Rural areas limit accessibility
9	Seems younger decided! Earlier hours for groups to meet(no night driving).
10	Getting information to isolated elders in a way they can use it.
11	Lack of State Support(Transportation,etc.
12	Connecting the dots. Reaching our older residents and connecting to the excellent community support that exists.
13	Lack of interagency communication and way to much paperwork
14	COVID
15	Not enough volunteers to meet clients needs for food and transportation.
16	Need more in-home support for daily tasks (for SVCOA, "chores" not medical)
17	none
18	Understanding what the unique needs of the elder community and better outreach support from the State of Vermont

19	Awareness, many clients and caregivers are not aware of programs offered, many dont even know there are programs for 60 and older. I find that a lot of families have been navigating the aging process alone and tired and when they stumble across resources they are so thankful and unsure why they had never herd of the programs.	6/11/2021 9:15 AM
20	Having enough staff to provide the services	6/11/2021 9:14 AM
21	people connections	6/11/2021 9:12 AM
22	Computer access and internet affordability.	6/11/2021 9:09 AM
23	I think the gaps are that there is so many guidelines from the state that are being considered from a state level, but NOT from a client need level. the case managers are talking to these clients monthly. we see how they are struggling and why, but when we voice how and why we are needing to help them, we are shut down in many ways. and our clients are struggling. the state and agencies need to consider this or it wont get better.	6/11/2021 9:05 AM
24	Educating people on what services are available,	6/11/2021 8:54 AM
25	Caregivers	6/11/2021 8:50 AM
26	basic assistance with shopping and cleaning	6/11/2021 8:47 AM

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SVCOA's Aging Service needs Questionnaire 2021

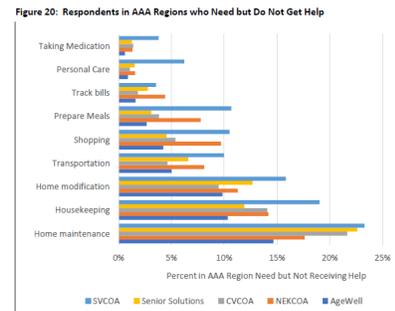
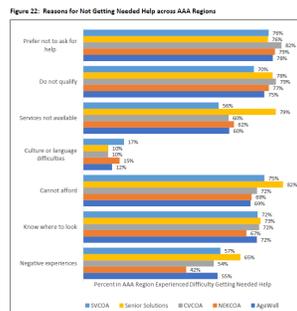
27	none	6/11/2021 8:44 AM
28	the dr's offices all around do not understand the SVCOA services and what SVCOA can do for the aging. The community is also unaware of this	6/11/2021 8:32 AM
29	Homemaking services and financial help as needed.	6/11/2021 8:23 AM
30	Funding is not available to cover those that need in-home support but dont qualify for CFC programs	6/11/2021 8:17 AM

Key identified issues and proposed solutions:

1. **Issue: Gap in older Vermonter and caregiver awareness of the availability of key services and supports.** A common theme throughout the statewide needs assessment relative to SVCOA's service area was a general lack of awareness or misconceptions around the availability and affordability or accessibility of various core services. Various data points, infographics and qualitative responses produced by the statewide needs assessment – as demonstrated below, as well as SVCOA's gathering of local community feedback, demonstrate consistency in these trends.

Table 20: Respondents' Reported Knowledge of Resources

How much do you know about the following?	Know all about		Know something about		Do not know anything about		Total	
	Frequency	Percent	Frequency	Percent	Frequency	Percent	Frequency	Percent
Senior Centers	756	29%	1453	55%	423	16%	2632	100%
Local Area Agency on Aging	699	27%	1349	51%	587	22%	2635	100%
Volunteer Opportunities	523	20%	1324	51%	734	28%	2581	100%
Transportation services	471	18%	1365	52%	773	30%	2609	100%
2-1-1 Information Referral and Assistance	469	18%	885	34%	1243	48%	2597	100%
Senior Help Line	411	16%	1014	39%	1180	45%	2605	100%
Adult Protective Services	343	13%	871	34%	1365	53%	2579	100%
Legal assistance/legal Aid	338	13%	1036	40%	1215	47%	2589	100%
Respite care for family caregivers	277	11%	909	35%	1384	54%	2570	100%
Family caregiver support groups	241	9%	829	32%	1488	58%	2558	100%



Source – 2020 Vermont Statewide Needs Assessment

Proposed Solutions:

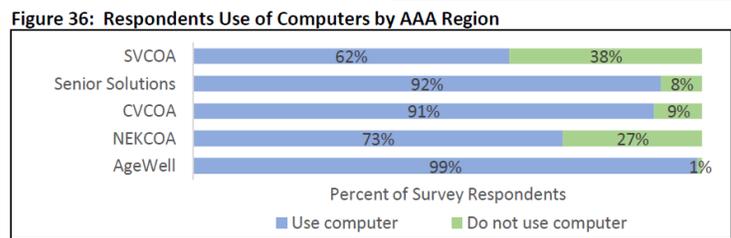
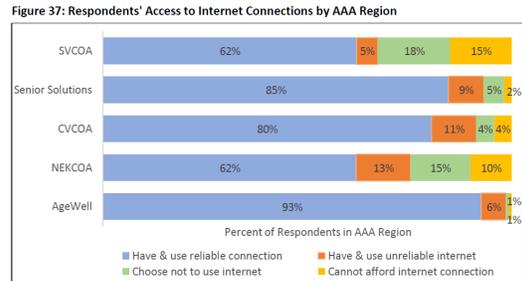
- Additional internal training to ensure all staff - including HelpLine and Outreach staff, among others, are properly conveying key information to inform external audiences such as potential clients, caregivers, their family members, referring agencies etc. are clearly aware of the support SVCOA can provide and to help eliminate misconceptions or other barriers to access.
- Additional training and education for external community partners so that they are informed of SVCOA services and supports and can make timely referrals when appropriate.

- c. Diversification of SVCOA public outreach initiatives to include greater emphasis or education around niche services or programs that are less-known. As an example, large programs such as SVCOA’s home delivered meals and case management services historically have had stronger levels of public awareness while other supports such as home maintenance and modification, among others, have shown to be less well-known among surveyed audiences. With that said, SVCOA aims to focus more outreach effort on some of the services that survey respondents have indicated they are not aware of.

2. **Issue: Lack of internet accessibility, communicative technology equipment, and technology education among older Vermonters in SVCOA’s service area.** Another common issue indicated via the statewide needs assessment as well as local feedback is the concept of low accessibility levels around internet and communicative technology, as well as low technology education levels. Given the significance of modern technology in today’s communication behaviors, as well as the role technology can play in countering social isolation, SVCOA views this as a key issue regarding our FY 22-25 Area Plan.

Table 21: Access to Internet

	Frequency	Percent
I have and use a reliable connection to the internet	2,053	78%
I have and use a connection to the internet that is not reliable	232	9%
I choose not to use the internet	202	8%
I cannot afford an internet connection	150	6%
Total	2637	100%



Source – 2020 Vermont Statewide Needs Assessment

Proposed Solutions:

- a) Working with SVCOA volunteers, GMRSVP volunteers and key community partners to offer technology training around the use of the internet, computers, tablets and smart phone devices to educate older Vermonters in SVCOA’s service area. This education would help to improve their technology skills, provide them with greater access to virtual activities - including SVCOA offerings, and help better support their ability to communicate with medical professionals (telehealth) friends, family members etc., therefore working to counter social isolation and support better health outcomes.
- b) Working with community partners, legislators, technology providers and telecommunications authorities to support clients in affording and obtaining internet service and enhancing the quality of internet service, as well as communicative technology devices.

- c) Adding internal staff training on the availability of supportive internet and technology programs and services offered by local, state and federal entities.

3. Issue: Pre- and post-pandemic, social isolation among older Vermonters in SVCOA’s service area, as well as state-wide and across the nation, remains a significant challenge and an area of emphasis for those serving older individuals. Along with qualitative feedback generated by SVCOA’s public input and survey collection methods, the statewide needs assessment also demonstrated several direct or indirect indicators of this issue. Social isolation has a direct impact on quality of life and health outcomes, and SVCOA also identifies this as a key issue of emphasis moving forward under our FY 22-25 Area Plan.

Proposed Solutions:

- a) Like solutions proposed for issue 2, SVCOA aims to help individuals connect and communicate better through technology. Many of the initiatives proposed for issue 2 will also work toward combatting the issue of social isolation.
- b) Offer additional social-based programming and events as pandemic guidelines and safeguards are eased to engage a great number of older Vermonters in our service area.
- c) Make proactive, strategic efforts to reach additional older individuals in rural towns within our service area and invite them to participate at local senior centers, community events etc. to help them feel more-connected to their communities and those from other communities, as well as establish a greater connection to SVCOA and its offered services and supports. This proactive outreach and relationship-building may have an impact on increasing OAA client enrollment and services, and ultimately prevent or slow the progression of individuals to higher levels of need.

4. Issue: SVCOA’s service area population is among the least income secure in the state of Vermont and represents the highest Medicaid population. As a result, respondents of the statewide needs assessment indicated correlating challenges around accessing food, reliable transportation, and internet, as well as indicating a general belief that “they cannot afford services that are available.”

Table 13: Source of Income by AAA Region

AAA Region	Social Security		Retirement savings or pension		Employment		SSDI	
	Freq	% of AAA region	Freq	% of AAA region	Freq	% of AAA region	Freq	% of AAA region
Age Well (n=689)	537	78%	508	74%	160	23%	21	3%
NEKCOA (n=399)	324	81%	204	51%	82	21%	30	8%
CVCOA (n=666)	513	77%	425	64%	175	26%	37	6%
Solutions (n=403)	298	74%	232	58%	129	32%	28	7%
SVCOA (n=477)	392	82%	214	45%	85	18%	44	9%
Total (n=2634)	2064	78%	1583	60%	631	24%	160	6%

Table 14: Sufficiency of Income

	Frequency	Percent
I have enough money to pay expenses, with extra in case of unexpected bills	1739	65%
I have just enough to pay expenses, nothing left over	731	27%
I do not have enough to pay all expenses, so must choose what to pay	193	7%
Total	2663	100%

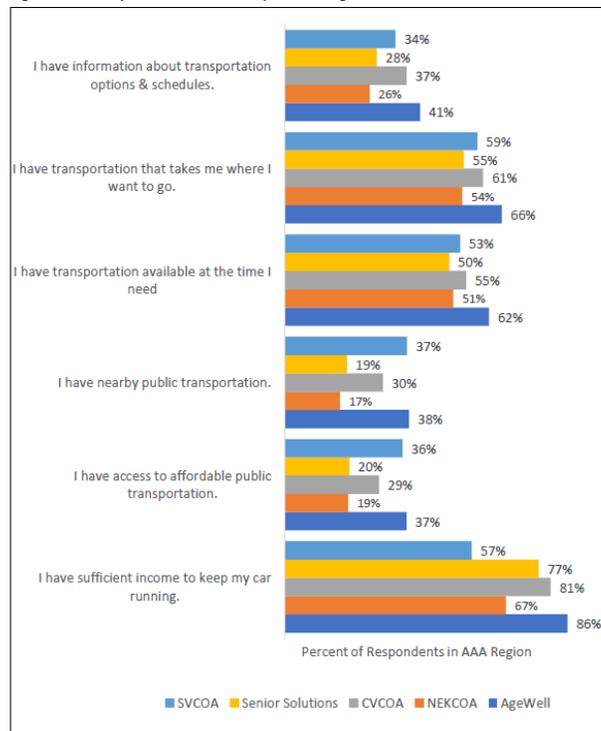
Table 15: Sufficiency of Income by AAA Region

AAA Region	I have enough money to pay expenses, with extra in case of unexpected bills		I have just enough to pay expenses, nothing left over		I do not have enough to pay all expenses, so must choose what to pay		Total	
	Frequency	Percent	Frequency	Percent	Frequency	Percent	Frequency	Percent
Age Well	519	76%	136	20%	30	4%	685	100%
NEKCOA	229	59%	130	34%	27	7%	386	100%
CVCOA	468	71%	145	22%	44	7%	657	100%
Solutions	247	62%	117	29%	35	9%	399	100%
SVCOA	234	50%	177	38%	53	11%	464	100%
Total	1697	65%	705	27%	189	7%	2591	100%

- The most frequently stated reasons for not getting needed help included reluctance to ask for help and not qualifying for help. Respondents in the SVCOA region also noted that needed services do not exist and they cannot afford services that are available.

Source – 2020 Vermont Statewide Needs Assessment

Figure 26: Transportation Accessibility in AAA Regions



Source – 2020 Vermont Statewide Needs Assessment

Proposed Solutions:

- Increase SVCOA’s education and outreach initiatives to ensure a higher level of public awareness of the availability of supportive programs and services.
- Research additional grant opportunities to help counter any current financial barriers that may in fact make any supports or services unaffordable.

- c) Increase emphasis on early intervention efforts with AAA clients to prevent or slow progression to the Choices for Care level of need.
- d) Continued and strengthened partnerships with other community resources such as BROCC, Neighborworks of Western Vermont, Homeless Prevention etc. to support the referral of older Vermonters in our region to financial literacy and education opportunities provided by such partners.

5. **Issue: Lack of access to social – personal transportation.** Another challenge in Bennington and Rutland counties clearly highlighted by the statewide needs assessment is that of barriers to accessing social-personal transportation. This is an issue that has emerged in recent years as a direct result in funding constraints and a prioritization of medical / essential transportation in advance of social-personal transportation support. Additionally, transportation in general was ranked as the second highest “area of concern” for older adults in our community in SVCOA’s recent local aging services needs questionnaire.

Figure 25: Places Respondents Rated as Difficult to Get to, by AAA Region

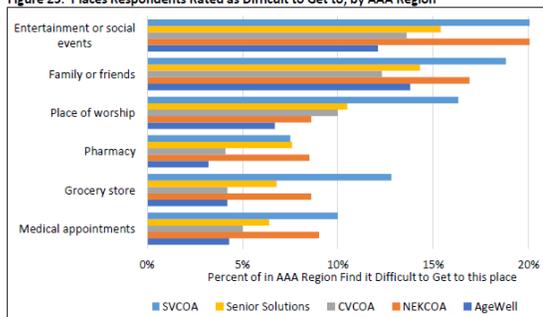
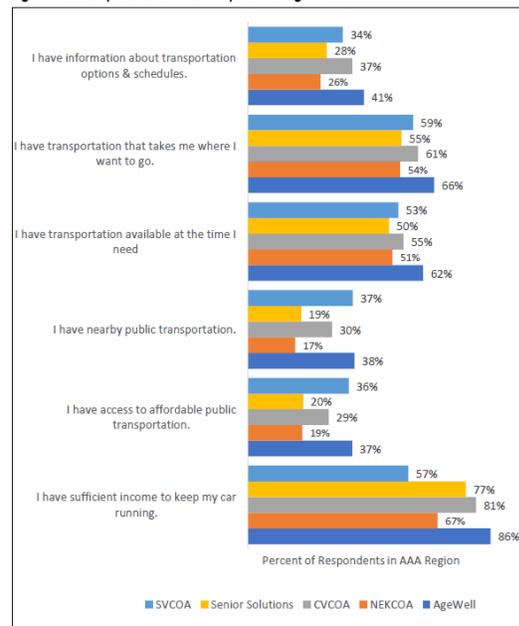
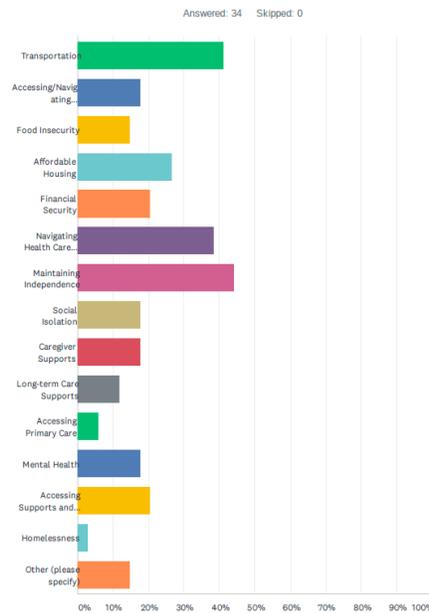


Figure 26: Transportation Accessibility in AAA Regions



Source – 2020 Vermont Statewide Needs Assessment

Q2 What are the top 3 areas of concern for older adults in our community?



Source: 2021 SVCOA Aging Services Needs Questionnaire

Proposed Solutions:

- a. Continued advocacy at the state level with VTRANS for additional funding to allow for the continuation of social-personal transportation support, even in the event of high-demand on transportation resources due to medical / essential appointments. Social-personal transportation is currently only allowed to be less than 20% of the Elders and Persons with Disabilities (“E&D”) transportation budget. SVCOA is also currently tracking data around the number of denied rides to help inform continued discussions around transportation needs in our service area.
 - b. Potential roll-out of a transportation access training and education campaign to better inform older individuals of the various transportation resources available, and how to utilize them. Often, individuals are unaware of supportive transportation opportunities or are intimidated by utilizing them. This initiative would work to break down such barriers to access.
 - c. Continued review of additional funding sources to directly support social-personal transportation or drive matching support from VTRANS for social-personal transportation.
- 6. Issue: Broad challenges relative to caregiver support services.** Another resounding issue identified by the statewide needs assessment as well as SVCOA’s public input collection relates to the varying detailed challenges expressed by caregivers in our service area. Such obstacles include not knowing where to find or hire respite care, a lack of awareness of available caregiver engagement and education opportunities, kinship challenges, lack of adult day opportunities, and general concerns around caregiver support and health.

Table 32: Reasons for not using respite care

Reason do not use respite	Would like to use Respite but do not	
	Number	% of total Would Like to responses
Do not know where to find respite	66	53%
Cannot afford	50	40%
Person cared for will not accept	45	36%
Do not like to ask for help	26	21%
Does not feel safe	12	10%
Not available when I need it	20	16%
Negative experiences with respite	6	5%
Does not fit with our culture	0	0%

Source – 2020 Vermont Statewide Needs Assessment

Proposed Solutions:

- a) Additional training and education for all-staff, as well as community partners, to ensure adequate awareness and understanding of what caregiver supports are currently available so that accurate and assistive information can be relayed to those seeking it.
- b) AAA Caregiver Coordinators are currently looking to host a monthly virtual caregiver support group.
- c) SVCOA will return to monthly Memory Café support groups post-COVID as normal operations return.
- d) SVCOA will offer Powerful Tools for Caregivers, an evidence-based workshop for caregiver burnout, both in-person and virtually. By offering virtual sessions, this will help caregivers who might have had issues finding respite while they attend.
- e) Continued collaboration with DAIL and the State of Vermont to address the caregiver crisis. SVCOA is somewhat limited in its ability to move the needle on this issue absent a holistic strategy, including a collaborative approach with state agencies and community partners is a must to ensure respite support, adult day opportunities etc.
- f) Continued statewide advocacy for enhanced caregiver wages to attract and retain enough qualified caregivers across Vermont.
- g) Enhanced communication initiatives to highlight the need for caregivers and educate the public of the issue and the opportunity to get involved.
- h) Research into other potential solutions such as serving as a conduit to engage and activate volunteers or younger, aspiring caregivers who may be seeking to get experience in the field.

SECTION C: COMMUNITY FOCAL POINTS

Focal Point:

Bennington County Meals Program
124 Pleasant Street
Bennington, Vermont 05201

Key Staff Contact: Ilsa Svoboda, 802-442-8012, isvoboda@mowbennington.org

OAA programs / services provided: Congregate meals, home delivered meals, access to transportation, nutrition counseling and nutrition education, Evidence-based programs

Non-OAA programs / services provided: N/A

Description of how the AAA works to assure that OAA services can be accessed from the focal point and that maximum collocation and coordination with other services and opportunities for older Vermonters are achieved via the focal point: SVCOA representatives present, public forums, information / literature on site, relationship building with staff, transportation planning / coordination.

Focal Point:

Bennington Senior Center
124 Pleasant Street
Bennington, Vermont 05201

Key Staff Contacts: Carrie Fabricius, 802-442-1052, cfabricius@benningtonvt.org

Towns Served: Bennington County

OAA programs / services provided: Access to transportation and legal assistance

Non-OAA programs / services provided: Bennington Senior Center is a multipurpose center that serves as a focal point in the community, offering a wide range of services and activities that may include health clinics, tax assistance, and a variety of social and fitness programs. The center may also provide referrals for legal issues, housing, insurance, public assistance, home health care, and mental health.

Description of how the AAA works to assure that OAA services can be accessed from the focal point and that maximum collocation and coordination with other services and opportunities for older Vermonters are achieved via the focal point: On-site options counseling, SVCOA representatives present, public forums, information / literature on site, relationship building with staff, transportation planning / coordination.

Focal Point:

Bennington Project Independence
614 Harwood Hill Road Bennington, VT 05201

Key Staff Contacts: Linda Wichlac, 802-442-8136

Towns Served: Various towns in Bennington & Rutland counties

OAA programs /services provided: Congregate meals, Tai Chi, access to transportation, caregiversupports and case management.

Non-OAA programs / services provided: Bennington Project Independence provides a wide range of meaningful adult activities tailored to meet the variety of special needs, interests and abilities of the people participating in the program. Every day is a different mix of opportunities for socializing, mentally stimulating games, reminiscence opportunities, discussions, craft and artwork, physical activities, intergenerational experiences, healthcare, therapy assistance and personal care as well as shopping trips, tours and BPI adventures.

Description of how the AAA works to assure that OAA services can be accessed from the focal point and that maximum collocation and coordination with other services and opportunities forolder Vermonters are achieved via the focal point: Literature provided, coordination with BPI staff etc.

Focal Point:

Brandon Senior Center1591 Forest Dale RoadBrandon, VT 05733

Key Staff Contacts: Kathy Mathis, 802-247-3121

Towns Served: Surrounding towns / Rutland County area

OAA programs /services provided: Congregate meal site, access to transportation, nutrition education and Nutrition Counseling

Non-OAA programs / services provided: Brandon Senior Center is a multipurpose center that serves as a focal point in the community and offers a wide range of activities and services including communitymeals, brunches, monthly dinners, health clinics, tax assistance, and a variety of social and fitness programs. The center may also provide referrals for legal issues, housing, insurance, nutrition, public assistance, home health care, and mental health.

Description of how the AAA works to assure that OAA services can be accessed from the focal point and that maximum collocation and coordination with other services and opportunities for older Vermonters are achieved via the focal point: Regular coordination between SVCOA staff andsenior center, educational materials, occasional presence of options counselor.

Focal Point:

Castleton Senior Center
2108 Main Street
Castleton, VT 05735

Key Staff Contacts: JoAnn Riley, Executive Director, 802-468-3098

Towns Served: Towns of Bomoseen, Castleton, Fair Haven, Hubbardton, Hydeville and Poultney

OAA programs / services provided: Tai Chi, congregate meals, nutrition education and nutrition counseling

Non-OAA programs / services provided: Castleton Senior Center is a multipurpose center that serves as a focal point in the community, offering a wide range of services and activities that includes senior meals, health clinics, and a variety of social, educational, and fitness programs.

Description of how the AAA works to assure that OAA services can be accessed from the focal point and that maximum collocation and coordination with other services and opportunities for older Vermonters are achieved via the focal point: On-site options counseling, SVCOA representatives present, public forums, information / literature on site, relationship building with staff, and transportation planning / coordination.

Focal Point:

Godnick Senior Center 1 Deer Street
Rutland, VT 05701

Key Staff Contacts: April Cioffi, Program Director, 802-773-1853

Towns Served: Rutland County

OAA programs / services provided: Tai Chi, congregate meals, access to transportation, legal aid clinics, nutrition education and Nutrition Counseling

Non-OAA programs / services provided: Godnick Senior Center is a multipurpose center that serves as a focal point in the community, offering a wide range of services and activities that may include health clinics, tax assistance, and a variety of social and fitness programs. The center may also provide referrals for legal issues, housing, insurance, public assistance, home health care, and mental health.

Description of how the AAA works to assure that OAA services can be accessed from the focal point and that maximum collocation and coordination with other services and opportunities for older Vermonters are achieved via the focal point: On-site options counseling, SVCOA representatives present, public forums, information / literature on site, relationship building with staff, and transportation planning / coordination.

Focal Point:

Poultney Young at Heart 206 Furnace Street
Poultney, VT 05764

Key Staff Contacts: Michelle McCarron, 802-287-9200

Towns Served: Town of Poultney; and surrounding towns in Rutland County, Vermont; and Washington and Rensselaer Counties in New York State

OAA programs / services provided: Tai Chi, congregate and home-delivered meals, nutrition education, nutrition counseling and access to transportation

Non-OAA programs / services provided: Poultney Young at Heart is a multipurpose center that serves as a focal point in the community, serving a noontime meal and offering a wide range of services and activities that may include health clinics, tax assistance, and a variety of social and fitness programs. Centers may also provide referrals for legal issues, housing, insurance, nutrition, public assistance, homehealth care, and mental health.

Description of how the AAA works to assure that OAA services can be accessed from the focal point and that maximum collocation and coordination with other services and opportunities for older Vermonters are achieved via the focal point: On-site options counseling, SVCOA representatives present, public forums, information / literature on site, relationship building with staff, and transportation planning / coordination.

Focal Point Support, Presence and Development

Leading up to the COVID-19 pandemic, SVCOA had been continuing many of its newly implemented initiatives at focal points across southwestern Vermont. Along with maintaining regular communication with focal points, including daily conversations and assistance more recently during the COVID-19 pandemic, SVCOA had been supporting focal point with a variety of new classes and information programming including wellness classes such as Tai Chi for Fall Prevention, SHIP Medicare classes, “Coffee Talk with SVCOA.” and Powerful Tools for Caregivers. SVCOA has also supported many of our focal points with financial/technical support to help with re-opening plans and program enhancement.

Also prior to COVID-19, SVCOA had continued its presence at community health centers in both Bennington and Rutland Counties as another way to act as a resource hub and to help with care coordination for older Vermonters. The belief in using community health centers as a resource hub stems from older Vermonters’ need to prioritize and manage their health care priorities first before other needs. Ultimately, community health centers have become key focal points for the distribution of information about SVCOA, its programs and services, and the support it can provide in directing older Vermonters to other community resources.

Lastly, SVCOA continues to maintain has strong relationships with over 30 community meal sites, which also serve as important focal point for nutrition support, information gathering, and

socialization. Each site is determining future re-opening plans.

In terms of future focal point enhancement and development, SVCOA continues to recognize some of the gaps regarding focal points in parts of our service area, and aims to grow its support of, and presence at, additional focal points moving forward. A few geographical area's that SVOCA plans to focus on is Manchester, Clarendon, Proctor and Ira. SVCOA is looking at developing a comprehensive technology program that could help our folks who are isolated connect with different services and supports.

SECTION D: GOALS, OBJECTIVES, STRATEGIES, PERFORMANCE MEASURES

CORE OAA Programs: Vision, Goals & Strategies

Title III: Community Planning & Systems Development, see RBA report card below

Title III-B: Case Management, see RBA report card below

Title III-C: Nutrition, see RBA report card below

Title III-D: Health Promotion & Disease Prevention, see RBA report card below

Title III-E: National Family Caregiver Support, see RBA report card below

Title VII: Prevention of Elder Abuse, Neglect and Exploitation, see RBA report card below

Area Plan 2022-2025

RBA Goal Template

PROGRAM: Community Planning & Systems Development

Goal/Outcome: Increased focus on reaching older Vermonters and educating individuals of all programs, services and support offered by SVCOA. Additionally, increased collaboration and strengthened relationships with community partners to ensure older Vermonter knowledge of and access to supportive services.

Who does the program serve?

SVCOA supports older Vermonters, caregivers, younger disabled individuals, and their families who may be seeking assistance. The Development & Communications Department of SVCOA is tasked with working to ensure that these audiences are aware of all the supportive services offered by SVCOA, as well as SVCOA's ability to refer and connect individuals with community partners who may offer a supportive program or service that SVCOA does not.

What does the program do?

The Development & Communications team creates outreach initiatives and content to promote programs and distributes information to raise awareness about services and resources available to older Vermonters, their caregivers and families.

Headline Performance Measures:

- 1. Number of new partners established*
- 2. Number of stories features in media and advertising*
- 3. Number of outreach attempts and presentations to community groups*

Story Behind the Baseline:

The 2020 Needs Assessment of Older Vermonters Age 60+ and their family Caregivers indicated that 56% of older Vermonter respondents identified services not available, 72% indicated not knowing where to look, 75% indicated cannot afford, and 70% indicated they did not qualify as reasons for not getting needed help from SVCOA in our service area. Additionally, 56% cited negative experiences, 17% indicated culture or language difficulties, and 76% preferred not to

ask for help. This data shows that there is opportunity for additional and / or redesigned outreach efforts to increase community knowledge of SVCOA programs and potentially help to eliminate misconceptions or perceived barriers to access. Furthermore, the 2020 Needs Assessment of Older Vermonters Age 60+ and their family Caregivers indicated that statewide 53% of caregiver respondents do not know where to find respite, and 40% indicated that they cannot afford respite care. This too shows that additional or redesigned outreach around SVCOA caregiver supports, as well as increased staff education and training, may help to eliminate current barriers to caregivers in our service area accessing respite and other caregiver support.

What Works:

It is paramount to the work that SVCOA does that target service populations, including older Vermonters, caregivers, younger disabled individuals and their families are aware of and able to access supportive resources that SVCOA and its community partners provide. The goal is to work to eliminate current barriers to accessing support services, whether these barriers connect to public awareness and knowledge of supportive services, or to more technical challenges related to qualification, affordability etc. SVCOA's Development & Communications team, senior leadership, and trained staff will work to increase public awareness and education of supportive offerings, as well as programs and services offered by community partners in our service area. SVCOA's leadership, in collaboration with V4A and sister AAA's will also work on solutions to public policy issues that may currently limit SVCOA's realistic ability to provide support and direction in certain instances.

Partners:

New and existing community partners include sister AAA's, Hunger-Free Vermont, Falls Free Vermont, United Way, BROCC, SASH, COVE, AARP, Neighborworks of Western Vermont, BAYADA, Community Care Network, United Counseling Services, VNA & Hospice of the Southwest Region, VT Elder Resource Group, town and city municipal administration, local emergency management planning groups, senior and community centers, community hospitals and clinical partners, veterans organizations, legislators, and media outlets, among others.

Action Plan:

SVCOA will aim to elevate levels of public awareness of all services and supports offered by the agency, as well as the agency's ability to provide referrals and connections to other community partners offering unique or different programs and supports.

The Development & Communications team will work to achieve this by:

- Collaborating with community partners on strategic cross-agency promotional efforts.
- Expanding on current outreach practices and initiatives to give additional focus to promoting lesser-known programs and services outside of some of the "core" programs that are currently most recognizable.
- Considering our communication and advertising channels regarding what avenues or methods are most effective in reaching our target audiences. Data gleaned from SVCOA's distribution of the 2020 Needs Assessment of Older Vermonters Age 60+ and their family Caregivers may suggest a reevaluation of what communication forms are most successful in reaching target audiences.
- Along with SVCOA leadership team, working to ensure that messaging and information sharing by all staff to current or prospective clients is accurate and that barriers around

misconception, community partner referral, affordability, etc. are eliminated. Additionally, support staff training around this information sharing where applicable.

- Using conclusions and trends from the 2020 Needs Assessment of Older Vermonters Age 60+ and their family Caregivers, including the six key issues identified for SVCOA's service area, as additional guidance for Development & Communications outreach efforts.
- Working to better educate key non-client stakeholders such as legislators, municipal officials, clinical officials, community center leaders, and other visible community partners of what SVCOA is, what we provide, how we can help etc. Many of these contacts serve as a pass-through for helpful information and resources.
- Continuing to serve as SVCOA's representation in local emergency management circles to ensure that these partners are educated on SVCOA's programs and services. Many of these agencies also interact regularly with our target populations.
- Using annual survey data to determine progress around public awareness, education and perceived or real barriers to service access.

PROGRAM: Case Management

WHO does the program serve?

Individuals 60 years and older and younger disabled individuals on the Choices for Care program. Case Managers also support the clients informal and formal caregivers by connecting caregivers to resources in the community, respite services, and by helping caregivers identify signs of burnout.

WHAT does the program do?

- Connect individuals to resources
- We use a Person-Centered approach in monitoring and while assessing clients for emerging or unmet needs
- Partner with state and local agencies to help identify and meet gaps in services
- Work with clients to remain or move to the setting of their choice

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

Performance Measures

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

Story Behind the Curve: Case Management needs to use a person-centered approach that respects the choices of their clients and helps them know all possible options of care when making decisions.

What Works: Case Managers use a person-centered approach. Educating clients and family members on what programs and services are available in their community. Case Managers respect each client's decisions and advocate their choices to community partners. Allowing the client to self-direct their individualized care in addition to collaborating as a team approach with other community partners. Personal experience tells us that respecting an individual's goal and

decision making is less complicated when working with the individual directly. Respecting Clients decision making process becomes diluted when family and supports have different goals from the client. We know that identifying client's goals for care up front help streamline coordination with community partners and family/

Partners: Rutland Regional Medical Center, Southwestern Vermont Medical Center, adult day programs, senior centers and meal sites/MOW, home health agencies, housing sites, SASH, BROCC, mental health providers/Eldercare Clinicians, DAIL, Green Mountain RSVP, Senior Companions, Project Vision, transportation providers, primary care, nursing homes, SHIP, and money management/Rep Payee.

Action plan: It is important that the client feels respected and apart of the decision-making process. Case Managers will do this by:

- Continue to provide person centered planning with clients and their support networks.
- Continue to implement our comprehensive person-centered plan with all clients that identify goals, concerns, and steps.
- Continue to engage and educate community partners and clients on all available resources to help our clients be able to make informed decisions based on what is available to them within our community.
- Continue working with medical providers to join care coordination so that everyone understands client's goals and helps to respect client's decision-making process.
- Continue to work with DAIL and other partners to reassess and implement changes to client's goals.
- Continue to work with DAIL to increase the number of service providers to help support client's goals and options. Service providers that have the potential to be expanded are Including but not limited to, home health agencies, adult day, non-skilled providers (example: At Home Senior Care) so that clients have more options to support their care needs in the setting of their choice. There needs to be more "choices" in the Choices for Care program, or the state needs to look at implementing more preventative measures, as those currently on the program are receiving just a fraction of the services and supports for which they qualify and need to live safely in the community/setting of their choice while managing and accessing supportive services designed to meet their physical, mental and social health needs.
- Continue to work as an active APS advisory committee member to help identify and problem solve complex family dynamics and other issues related to older Vermonters and abuse, neglect, and exploitation. While respecting each client's decision-making process.

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

Story Behind the Curve: It is important for clients to have a choice in their health. To participate in and enjoy life events.

What Works:

What we have all learned from COVID-19 is that more contact and face to face interaction is crucial in helping clients maintain their quality of life. While maintaining contact via the phone is important it is imperative for face-to-face contacts to assess and properly implement services and supports. Having more services readily available to meet the unmet needs of clients is

crucial. This includes but does not limit the lack of Adult Day, Caregivers, Home Health staff, Nursing home availability, respite services, homemaker services, and volunteer services. These services help improve quality of life by providing socialization and decreasing isolation

Partners: Rutland Regional Medical Center, Southwestern Vermont Medical Center, adult day programs, senior centers and meal sites/MOW, home health agencies, housing sites, SASH, BROCC, mental health providers/Eldercare Clinicians, DAIL, Green Mountain RSVP, Senior Companions, Project Vision, transportation providers, primary care, nursing homes, SHIP, and money management/Rep Payee.

Action Plan: Case Managers will continue to improve client's quality of life by addressing unmet needs and goals by:

- Continue to provide person centered planning with clients and their support networks.
- Continue to implement our comprehensive person-centered plan with all clients.
- Continue to engage and educate clients and community partners on all available resources to help our clients be able to make informed decisions based on what is available to them within our community.
- Continue working with medical providers to dovetail care coordination so that everyone understands client's goals and helps to respect client's decision-making process.
 - Continue to work with DAIL and other partners to reassess and implement changes to client's goals.
- Continue to work with DAIL to increase the number of service providers to help support client's goals and options. Service providers that have the potential to be expanded are including but not limited to, home health agencies, adult day, non-skilled providers (example: At Home Senior Care) so that clients have more options to support their care needs in the setting of their choice. There needs to be more "choices" in the Choices for Care program, or the state needs to look at implementing more preventative measures, as those currently on the program are receiving just a fraction of the services and supports for which they qualify and need to live safely in the community/setting of their choice while managing and accessing supportive services designed to meet their physical, mental and social health needs.
- Continue to work as an active APS advisory committee member to help identify and problem solve complex family dynamics and other issues related to older Vermonters and abuse, neglect, and exploitation. While respecting client's decision-making process.

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

Story Behind the Curve: Navigating care when needs increase can be a difficult task to complete. It is important that case manager helps assess the needs and help steer the transition to higher levels of care while respecting the client's choices.

What Works: Building a rapport and relationship for continuum of care is imperative to successfully transition clients to the most appropriate level of care. Educating community partners and clients on services and supports the Southwestern Vermont Council on Aging offer.

To continue to provide options counseling when appropriate to individuals.

Partners: Rutland Regional Medical Center, Southwestern Vermont Medical Center, adult day programs, senior centers and meal sites/MOW, home health agencies, housing sites, SASH, BROOC, mental health providers/Eldercare Clinicians, DAIL, Green Mountain RSVP, Senior Companions, Project Vision, transportation providers, primary care, nursing homes, SHIP, and money management/Rep Payee.

Action plan: Case Manager will continue to help the client navigate through the transition of services as needs arise by:

- Continue to provide person centered planning with clients and their support networks.
- Continue to implement our comprehensive person-centered plan with all clients as needs change.
- Continue to engage and educate community partners and clients on all available resources to help our clients be able to make informed decisions based on what is available to them within our community.
- To educate client and family on the eligibility requirements and the application process.
- Continue working with medical providers to dovetail care coordination so that everyone understands client's goals and helps to respect client's decision-making process.
 - Continue to work with DAIL and other partners to reassess and implement changes to client's goals and needs
- Continue to work with DAIL to increase the number of service providers to help support client's goals and options. Service providers that have the potential to be expanded are including but not limited to, home health agencies, adult day, non-skilled providers (example: At Home Senior Care) so that clients have more options to support their care needs in the setting of their choice. There needs to be more "choices" in the Choices for Care program, or the state needs to look at implementing more preventative measures, as those currently on the program are receiving just a fraction of the services and supports for which they qualify and need to live safely in the community/setting of their choice while managing and accessing supportive services designed to meet their physical, mental and social health needs.
- Continue to work as an active APS advisory committee member to help identify and problem solve complex family dynamics and other issues related to older Vermonters and abuse, neglect, and exploitation. While respecting client's decision-making process.

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

Performance Measures

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

Story Behind the Curve: Good relationships between case manager and client are key elements in improving quality of life and the ability to address needs.

What Works: Training and Educating Case Managers on services, programs, benefits workflow, and organizational skills. Reliable up to date technology is needed to be able to communicate efficiently with clients and community partners. Using this appropriately technology will decrease travel time and make time management more efficient. This will overall increase available time to our clients.

Partners: Rutland Regional Medical Center, Southwestern Vermont Medical Center, adult day programs, senior centers and meal sites/MOW, home health agencies, housing sites, SASH, BROCC, mental health providers/Eldercare Clinicians, DAIL, Green Mountain RSVP, Senior Companions, Project Vision, transportation providers, primary care, nursing homes, SHIP, and money management/Rep Payee to name a few.

Action plan: Improve and streamline consistent Case Management services by:

- Continuous training on community programs and updates
- Continuous V4A training
- Working with Long Term Care Coordinator on Long Term Care assessment training.
- Continue to provide person centered planning with clients and their support networks
- Continue to engage and educate community partners and clients on all available resources to help our clients be able to make informed decisions based on what is available to them within our community.
- To educate client and family on the eligibility requirements and the application process.
- Continue to work with DAIL and other partners to reassess and implement changes to client's goals and needs
- To attend community workgroups to grow community network and resources to better service our clients.
- Continue to work with DAIL to increase the number of service providers to help support client's goals and options. Service providers that have the potential to be expanded are Including but not limited to, home health agencies, adult day, non-skilled providers (example: At Home Senior Care) so that clients have more options to support their care needs in the setting of their choice. There needs to be more "choices" in the Choices for Care program, or the state needs to look at implementing more preventative measures, as those currently on the program are receiving just a fraction of the services and supports for which they qualify and need to live safely in the community/setting of their choice while managing and accessing supportive services designed to meet their physical, mental, and social health needs
- To continue advocating for the client and working with community partners to uphold clients' goals.

PROGRAM: Nutrition Services Program

WHO does the program serve?

Nutrition Program Services are targeted towards older adults who are low-income, minority, limited English proficiency and who are at risk for institutional placement.

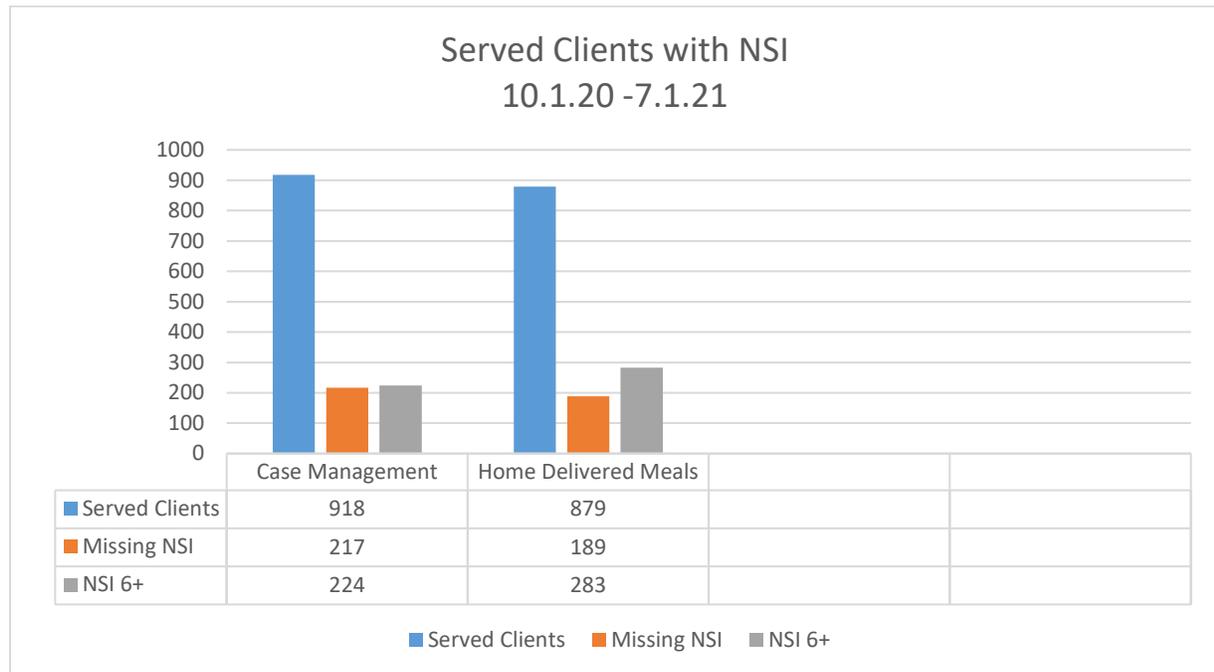
WHAT does the program do?

Nutrition plays an important role in promoting good health and preventing disease for all Americans. The OAA Nutrition Services Program promotes the health and wellbeing of older adults through access to nutritious meals, social contacts, nutrition screening, nutrition education and nutrition counseling. Providing nutritious, well-prepared meals for older adults in the foundation of Vermont’s Older American’s Act Nutrition Services Program. Ensuring the meals are prepared and delivered with the highest food safety standards is of equal importance.

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

Performance Measures

- 1. #/% of OAA Nutrition Services Program participants with a nutrition risk score of 6+ who are referred to nutrition counseling and set a measurable goal.**



Story Behind the Curve:

The chart above displays the number of clients served from 10.1.21 through 7.1.21 in both the case management department as well as home delivered meals program. It also displays the number of served clients who are missing NSI scores as well as the number of served clients who scored a 6 or higher. With very few nutrition consults happening last year and realizing over 500 of SVCOA’s clients are at high nutritional risk, one can conclude the reason behind the importance of tracking this measure. COVID-19 did not allow us to conduct in-person nutrition counseling sessions, which overall lead to the low number of completed referrals. We are hopeful as things return to normal, we can increase the awareness around this extremely important service. SVCOA will use the data in the above graph as our baseline to start developing data around these measures. We will look first at capturing missing data for served

clients, as well as following up with clients who scored a 6 or higher and explain and offer what a nutrition consult would include and how it may benefit them. Once all the missing data is captured, we will assess our numbers to determine a baseline for the February 1st, 2022 update, by using the numerator = # of nutrition risk (6+) persons receiving nutrition counseling, and a denominator = # of HDM persons served at nutrition risk (6+) plus congregate persons served with Nutrition risk (6+).

What Works:

SVOCA has a great referral system which will help us track the number of clients with a nutrition risk score of 6+ who are referred to our R.D and set a measurable goal. SVCOA will look at our internal process to help increase the number of referrals for our clients at high nutritional risk (outlined in the action plans below).

Partners:

SVCOA Case Managers, Trio Community Meals (Rutland County MOW Provider), Bennington County Meals Program (Bennington MOW Provider), Poultney Young at Heart Senior Center, Rutland Regional Medical Center, Southwestern Vermont Medical Center, discharge planners, DAIL, Hunger Free Vermont, RSVP, Kelsey Kopka (SVCOA Registered Dietitian) and The Vermont Foodbank.

Action plan:

- Run reports with the current PeerPlace database to determine which clients are missing NSI scores. Determine if this is a user issue or database error. This error could correlate with the data migration from SAMS Harmony which happened in 2018. *If a client skipped one of the NSI questions, their entire score would not calculate and would remain blank and show up as missing/inconclusive data.*
- Ask Contracted R.D to complete internal training for SVCOA staff regarding services and supports and what to look for with client status and behavior to determine if a referral is needed.
- Follow-up and collect data on all served clients with missing NSI.
- Conduct community partner outreach on Nutrition Counseling services.
- Work with Aging Services Director on Case Management protocols around collecting NSI and ensuring that a Nutrition consult is offered to a client anytime a client scores 6 or higher.
- Ensuring that all nutrition program staff are collecting NSI scores and offering a nutrition consult for clients who score 6 or higher.

Performance Measures:

- 2. #/% of local service providers in the AAA service area that have one or more therapeutic meal option(s) on their daily menu.**
- 3. #/% of OAA Nutrition Services Program participants who receive a therapeutic meal who self-report that meals provided by the Local Service Provider helped them eat healthier foods, improve their health and/or feel better.**

Story Behind the Curve:

A growing body of research shows the promise of home-delivered meals to improve the health and well-being of homebound older adults. This research has laid the foundation for examining the potential of a more specialized intervention designed to meet the medical and nutritional needs of individuals coping with severe chronic illnesses, regardless of age, known as therapeutic meal options.

SVCOA's goal in serving and expanding on therapeutic meal options, is to continue to help our clients with chronic illnesses as it is proven to help those who have a current medical condition maintain the status or improve their condition. We would like to explore options around tailored nutrition plans. We currently offer nutrition counseling and education which is administered by our contracted R.D, this typically is a referral-based system. Ideally, we envision those who receive a therapeutic meal, would also receive or have access to a nutrition plan which could benefit the client and or their caregiver with other meals that are being consumed.

What Works:

SVCOA currently has three Meals on Wheels providers who have the capacity to offer therapeutic diets. Which include, regular/heart healthy, diabetic, renal, lactose-free, gluten free and vegetarian. We can also accommodate pureed and mechanical soft. We will look at each of our provider contracts over the next 4 years to see if they have the capacity to expand into community meal offerings. 72% of clients reported in FY 20 that the reason they started receiving MOW was due to a medical condition that they have. 88% reported that MOW is helping them with their medical condition. SVCOA is excited to analyze specific survey results targeting clients who receive therapeutic meal options.

Partners:

SVCOA Case Managers, Trio Community Meals (Rutland County MOW Provider), Bennington County Meals Program (Bennington MOW Provider), Poultney Young at Heart Senior Center, Rutland Regional Medical Center, Southwestern Vermont Medical Center, discharge planners, DAIL, Hunger Free Vermont, RSVP, Kelsey Kopka (SVCOA Registered Dietitian) and The Vermont Foodbank.

Action Plan:

- 2.1 SVCOA will work with existing service providers to determine which sites have access and the capability to expand therapeutic offerings.
- 2.2 Work with Contracted Registered Dietitian to ensure quality and consistency across HDM service provider offerings.
- 2.3 Conduct additional outreach around therapeutic diets.
- 2.4 Build and implement tracking system with current database provider to avoid duplication in surveys.
- 2.5 Build custom report which will allow us to filter all clients served within a certain timeframe who received a therapeutic diet.
- 2.6 Administer Survey to all participants who are receiving a therapeutic meal. Questions to include:

- 2.6.1 Do the services received from the HDM nutrition program help you to?
- Eat healthier foods.
 - Improve your health.
 - Feel better.

PROGRAM: Health Promotion and Disease Prevention

WHO does the program serve? Older Vermonters who attend an evidence-based falls prevention program, Tai Chi or A Matter of Balance

Goal/Outcome: To improve the overall health and wellness of older Vermonters.

WHAT does the program do? Tai Chi: Improves balance and increases socialization
Matter of Balance: Increases confidence around falls prevention and increased socialization.

Headline Performance Measures:

- 1. # of SVCOA certified Tai Chi Instructors for both Rutland and Bennington County***

Story Behind the Curve:

Over the last two years, SVCOA has struggled to maintain a Tai Chi presence in both Rutland and Bennington County. While our focus of growth has shifted to other programming (A Matter of Balance) we know the benefits of Tai Chi and see the importance in continuing to support this program in both counties. We currently do not have any Tai Chi classes in Bennington County and will look to certify at least 1 instructor per year.

What Works:

According to the US Centers for Disease Control and Prevention (CDC), one in three adults over the age of 65 fall each year. Treatment of injuries due to falls is the most expensive health cost, estimated 2015 by CDC to be 31 billion dollars per year in the US.

The “fear of falling” often results in more falls; hence, confidence in “not falling” will help to reduce falls. With regular practice, tai chi improves balance by strengthening muscles and coordination; at the same time, it strengthens the mind, thereby improving calmness and confidence in not falling.

The five AAAs continue to work in collaboration on how to best support this wellness program. We had finalized statewide forms and the methodology to collect the data and now have been able to look at our methodologies and transition them into a survey method we think will be more efficient for both instructor, client, and agency. We are constantly evaluating and reevaluating the effectiveness of the surveys and information gathering tools that we have created in conjunction with communication from those instructors still teaching. We are open to shifting as necessary without compromising the data needed to be collected. This data ensures the quality and effectiveness of the program.

Partners: Tai Chi Vermont, Bennington Senior Center, Poultney Young at Heart, Godnick Adult Center, Brandon Senior Center and Castleton Senior Center, Bennington Recreation Department and YMCA.

Action plan:

- a. Recruit and certify at least one instructor in Bennington County
- b. Recruit and certify a minimum of 3 new instructors per year
- c. Administer and collect finalized surveys and registration forms
- d. Conduct extensive outreach regarding recruiting for Tai Chi instructors, especially within the Bennington area
- e. Support Senior Centers and other focal points to host Tai Chi instructors to lead both in-person and virtual classes

2. *SVCOA will train #/% of coaches for A Matter of Balance*

Story Behind the Curve:

SVCOA is looking to expand offerings around evidence-based wellness programs. The AAA's decided to move towards implementing A Matter of Balance, which will be a completely new program/initiative for SVCOA's service area. We will be partnering with Laurie Knauer from Castleton Senior Center as she will be our certified Trainer and will help recruit and train coaches within Rutland and Bennington County. Our baseline will be to train 5 coaches within the first year.

What Works:

Many older adults experience a fear of falling. People who develop this fear often limit their activities, which can result in physical weakness, making the risk of falling even greater. A Matter of Balance is a program designed to reduce the fear of falling and increase activity levels among older adults. Sessions are led by two trained facilitators for a small group of 8-12 people which can be offered both in-person or virtually. While this is a brand-new program for SVCOA, we don't have much research on "what works" in our area, however, this program has been very successful in other parts of the state.

Partners: Laurie Knauer (SVCOA's Master Trainer), Bennington Senior Center, Poultney Young at Heart, Godnick Adult Center, Brandon Senior Center and Castleton Senior Center, Bennington Recreation Department and YMCA.

Action Plan:

- 1.1 Recruit and train coaches in both Bennington and Rutland County.
- 1.2 Conduct extensive outreach regarding classes for MOB especially targeting local hospitals and community health partners.
- 1.3 Provide support for all master trainers and certified coaches
- 1.4 Support Senior Centers and other focal points to host/lead in-person and virtual classes

PROGRAM: National Family Caregiver Support Program

PROGRAM: Caregiver Support Program

WHO does the program serve?

Unpaid family caregivers of older Vermonters and adult Vermonters diagnosed with ADRD; care recipients and/or caregivers who reside in the SVCOA service area as well as older Vermonter kinship caregivers caring for grandchildren.

WHAT does the program do?

Provides family caregivers with access to respite opportunities, education, counseling, referrals, resources, social activities and other training and support including but not limited to: evidence-based programs such as Powerful Tools for Caregivers, the Dementia Respite Grant (DRG) and other NFCSP Caregiver Respite and Community Education Grants, caregiver support groups, memory cafes, general caregiver support (via phone calls, office visits, emails and community events), a caregiver assessment and a caregiver resource guide, all of which help to promote caregiver wellness and sustainability.

Goal/Outcome: To improve caregiver wellness and sustainability and prevent caregiver burnout by increasing access to caregiver counseling and consultation services.

Performance Measures

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

Story Behind the Curve:

The AAA Caregiver Support Coordinators chose this first performance measure to illustrate the high need for counseling services for family caregivers in the region. All too often unpaid family caregivers experience a high level of stress/burden which puts them at a higher risk for caregiver burnout. And while in many cases a caregiver’s stress/burden does in fact increase with time (due to the declining health and cognitive function of the care receiver, among other factors), counseling services help to better equip the caregiver with the knowledge and tools to more effectively deal with the risk of high levels of stress and burden.

What Works:

Have community resource list(s) available for caregivers and their families that list local clinical counselors and professional counseling agencies, especially those with expertise in caregiver counseling. Additionally, assessing caregivers needs and their risk of stress and burden using the Caregiver Support Survey/Assessment (T-Care).

Partners:

SVCOA staff, Eldercare Clinicians, Rutland Mental Health (RMH) and other community mental health agencies

Action plan:

- a. Work with SVCOA staff and I&A to develop a counseling referral list; a list that tracks the number of family caregivers who are referred to counseling services provided by SVCOA and/or its community partners. Keep this list updated.
- b. Provide Access Assistance to local family caregivers served by SVCOA
- c. Use the Caregiver Support Survey/Assessment (T-Care) to assess caregivers' risk for stress and burden and to track caregivers' needs such as clinical counseling and respite, among others
- d. Follow-up with DRG and other Respite Grant recipients to determine their need/interest in clinical counseling services
- e. Develop other necessary tools data collection and reporting

Performance Measures

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

Story Behind the Curve:

We chose this performance to reflect the amount of information services that SVCOA is providing to the public, specifically focusing on clinical counseling for family caregivers. As we know, caregiving counseling can drastically improve caregiver wellness and sustainability. Therefore, we need to be sure that information on such caregiver support services is readily available to the public.

What Works:

Being prepared with important resource lists and other information on community resources and clinical counseling opportunities available to caregivers in the community.

Partners:

SVCOA staff including I&A, Communications Director, Program Coordinators and Case Managers. Additionally, community partners such as Rutland Mental Health and other community mental health and counseling agencies will play an important role as well.

Action Plan:

- a. Identify local clinical counseling resources and mental health agencies
- b. Prepare resources and information on local caregiver counseling supports both electronically and in hard-copy form. Keep these resources updated regularly
- c. Include specific resources on caregiver counseling on SVCOA's website
- d. Plan/schedule to be present as public activities and events to market local resources on caregiver supports and counseling
- e. Develop method for tracking public events and activities that provide information services on counseling resources available within the community
- f. Collect appropriate data on information services specifically for counseling within the community

PROGRAM: Prevention of Elder Abuse Neglect and Exploitation

WHO does the program serve?

Individuals 60 years and older and younger disabled with an inability, due to physical or mental impairment or diminished capacity, to perform essential self-care tasks.

WHAT does the program do?

- Identifies if an individual is truly suffering from self-neglect or instead exercising their right to make their own choices.
- Connect individuals to resources
- We use a Person-Centered approach in monitoring and while assessing clients for emerging or unmet needs
- Partner with state and local agencies to help identify and meet gaps in services
- Work with clients to remain or move to the setting of their choice

Goal/Outcome: To serve Vermont's elders, people with disabilities, and people with mental health disorders to live in dignity and independence in setting of their choice.

Performance Measures

1. 100% of SVCOA staff will have an understanding and training of self-neglect and self-determination.

Story Behind the Curve: Elder abuse, neglect, and exploitation is a complex issue and understanding if someone is truly suffering from abuse, neglect, or making a choice to live a certain way is important when assessing unmet needs and goals.

What Works: Continuous training within the agency on understanding self-determination and self-neglect, and the role of the Area Agency on Aging. Continuous training to community partners and their role in supporting self-neglect residents.

Partners: Rutland Regional Medical Center, Southwestern Vermont Medical Center, adult day programs in both counties; until the closure of Rutland County Adult, senior centers and meal sites/MOW, home health agencies, housing sites, mental health providers/Eldercare Clinicians, DAIL, Green Mountain RSVP, Senior Companions, Project Vision, transportation providers, primary care, nursing homes, SHIP, and money management/Rep Payee.

Action plan: It is important to properly identify clients that are truly suffering from abuse, neglect and we will do this by:

- Continuous training of all SVCOA staff on APS referral process and mandated reporting
- Continue to work as an active APS advisory committee member to help identify and problem solve complex family dynamics and other issues related to older Vermonters and abuse, neglect, and exploitation.

- Continuous training of all SVCOA staff on understanding the difference between self-determination and self-neglect
- Continuous training of all SVCOA staff on protocol when dealing with a true self-neglect
- Continuous training of all SVCOA staff on using a person-center approach when working with a self-neglect individual.
- Continuous training of all SVCOA staff on understanding barriers to goals, and strategies (including potential services and supports in the community) to overcome the barriers and achieve their goals.

80% of individual truly suffering from self-neglect will report that their case manager helped to improve their quality of life.

Story Behind the Curve: An individual that is truly suffering from self-neglect has an inability, due to a physical or mental impairment or diminished capacity, to perform essential self-care tasks. These tasks may be obtaining food, clothing, shelter, and medical care; obtaining goods and services necessary to maintain physical health, mental, or general safety; or managing one's own financial affairs. The role of SVCOA is to assess the situation and help the client identify goals toward improving their well-being.

What Works: Properly identifying a client as self-neglect and struggling not by choice, then building a relationship with the individual to help identify goals, and developing strategies, potential services, and supports to help achieve their goals.

Partners: Rutland Regional Medical Center, Southwestern Vermont Medical Center, adult day programs in both counties; until the closure of Rutland County Adult, senior centers and meal sites/MOW, home health agencies, housing sites, mental health providers/Eldercare Clinicians, DAIL, Green Mountain RSVP, Senior Companions, Project Vision, transportation providers, primary care, nursing homes, SHIP, and money management/Rep Payee

Action plan: When working with a true self-neglect it takes time to develop a relationship and develop and achieve goal. SVCOA will do this by:

- Reaching out to the individual referred as a self-neglect to learn more about the situation and determine if the individual is truly suffering from self-neglect or instead exercising their right to make their own choices
- Continue to provide person centered planning with clients to determine their goals.
- Identified potential service and supports in the community or with state programs to achieve these goals.
- Continue our efforts to educate a variety of community partners and stakeholders regarding the complex dynamics of self-neglect.
- Continue to work as an active APS advisory committee member to help identify and problem solve complex family dynamics and other issues related to older Vermonters and abuse, neglect, and exploitation.
- Continue working with the self-neglect work group that has been formed whose primary focus is looking at how that state defines self-neglect, barriers to care or service

acquisition, and self-determination. We will continue to maintain our seat on this committee and as such will continue to advocate for larger systemic changes and focus on creating a system that can better serve vulnerable adults living in Vermont.

SECTION D: AGENCY PLAN FOR DATA MANAGEMENT AND / OR DEVELOPMENT

Southwestern Vermont Council on Aging (SVCOA) has transitioned to the PeerPlace database system. While fully implemented, the agency continues to make ongoing revisions and additions to the system on an as-needed basis with support from PeerPlace representatives. These adjustments allow for continuous improvement, access to all client data, increased data quality, and additional views or filters on data. In total, this adaptability enables SVCOA to better report on and refine programs and services regularly to better serve its clients.

The Southwestern Vermont Council on Aging will continue to use the SAMS system to be in compliance with National Aging Program Information System (NAPIS) reporting regulations. The PeerPlace database will also be compliant with the required NAPIS / OAAPS reporting regulations. We will continue to document in the SAMS database to remain in compliance with DAIL's requirements surrounding Choices for Care.

SVCOA is committed to following DAIL's NAPIS / OAAPS Instructions to ensure the timely submission of complete and accurate data for OAA services and funding as required by DAIL and the Administration on Aging (AoA)—Administration for Community Living (ACL). SVCOA is also able to leverage its current PeerPlace database to directly upload SHIP data to the STARS database, which the SAMS system currently doesn't allow. This capability means improved reporting accuracy and efficiency relative to the SHIP program.

SVCOA maintains policies and procedures to safeguard Protected Health Information (PHI) and Personal Information (PI) of its clients and employees. SVCOA engaged a consultant to conduct a HIPAA Assessment to identify areas that could strengthen its data privacy and security compliance program. SVCOA continues to implement and monitor our action plan that was created from the results of the assessment. Areas reviewed and addressed by SVCOA include: (a) maintaining a secure Wi-Fi network; (b) ensuring that all printing and copying occurred using a HIPAA complaint secure printer/copier; (c) using software to detect and quarantine malicious software, and (d) having a secure, locked server room in the building, (e) secure email. Given the impacts of COVID-19 and our transition to more remote operation, SVCOA implemented HIPAA compliant protocols for its remote operations. SVCOA will develop and implement a multi-year technology plan to leverage technology to maximize productivity and security for its community-based and remote operations.

During the development of its customized PeerPlace system, SVCOA built in the ILA form from SAMS, as well as a person-centered plan feature which did not exist in SAMS. This feature allows for streamlining of processes and improved care coordination. And, on a broader scale, SVCOA committed itself to creating a data management system that will lend itself to increased collaboration with OneCare and be able to dovetail with Care Navigator and Patient Ping, as well as allow for expandability and flexibility regarding new or changing statewide aging network needs in Vermont. SVCOA will continue to leverage internal and external resources to evolve its data-driven utilization and outcomes management.

SECTION E: CONTINUOUS IMPROVEMENT PLAN

The Vermont Legislature and the Agency of Human Services embrace the use of Results Based Accountability (RBA) as a specific method to demonstrate the impact of programs and services on the lives of older Vermonters. SVCOA utilizes this system to conduct its quality improvement activities for older Vermonters and Vermonters with disabilities for the establishment of program goals, performance outcomes and measurements. Our quality improvement process is anchored around the following principles:

- ❖ SVCOA’s Board and leadership promote a culture that values service quality and continual efforts by the agency, its partners, and contractors to achieve strong performance, program goals, and positive results for service recipients.
- ❖ The tools used to support performance and quality improvement are sufficient to identify organization-wide issues, implement solutions that improve overall productivity, and promote accessible, effective services in all agency programs.
- ❖ SVCOA uses an inclusive approach to establishing measured performance goals and client outcomes, indicators, and sources of data that ensures broad-based support for targeted performance and outcome measurements.

The Performance and Quality Improvement plan describes how valid, reliable data will be obtained and used on a regular basis to advance monitoring of actual versus desired outcomes and includes:

1. Operations that create the capacity to deliver services;
2. The quality of service delivery systems;
3. Program results;
4. Client satisfaction; and
5. Client outcomes.

Objectives and goal setting based on historical data and needs assessments.

Reports of actual data versus goals, implementation of interventions and subsequent measurements following implementation of interventions and improvement efforts, will be developed and monitored not less than annually and provided to personnel throughout the agency.

Staff and stakeholders (as appropriate) will receive training and support that increases their ability to participate in, conduct and sustain performance and quality improvement activities.

The goals of this Continuous Quality Improvement Plan are to:

- Guide quality operations
- Ensure safe environments and a high quality of services
- Meet external standards and regulations
- Assist SVCOA programs and services to meet annual goals and objectives

The Continuous Quality Improvement Plan involves two primary activities:

- Measuring and assessing the performance of client services through the collection and analysis of data
- Conducting quality improvement initiatives and acting where indicated, including the
 - design of new services, and/or
 - improvement of existing services

The process is based upon Results Based Accountability and starts with the development of the Area Plan:

Step 1 - Identify a need/issue/problem and develop a problem statement

Step 2 - Define the current situation - break down problem into component parts, identify major problem areas, develop a target improvement goal

Step 3 - Analyze the problem - identify the root causes of the problem and use charts and diagrams as needed

Step 4 - Develop and implement an action plan - outline ways to correct the root causes of the problem, specific actions to be taken

Step 5 – Conduct additional measurements to determine the effectiveness of actions taken.

Step 6 - Look at the results - confirm that the problem and its root causes have decreased, identify if the target has been met

Step 7 - Start over – return to the first step and use the same process for the next problem

An evaluation is completed at the end of each calendar year. The annual evaluation is conducted by SVCOA and kept on file, along with the Continuous Quality Improvement Plan. These documents will be available for review by DAIL at the time of the annual review conducted by the State.

The evaluation will summarize the goals and objectives of SVCOA's Continuous Quality Improvement Plan, the quality improvement activities conducted during the past year, including the targeted process, systems and outcomes, the performance indicators utilized, the findings of the measurement, data aggregation, assessment and analysis processes, and the quality improvement initiatives taken in response to the findings. The evaluation will include:

- ⇒ A summary of the progress towards meeting the annual goals/performance measures
- ⇒ For each of the goals, a summary of progress

⇒ A summary of the findings for each of the indicators used during the year. These summaries include both the outcomes of the measurement process and the conclusions and actions taken in response to these outcomes. Summary will include the progress in relation to the initiative(s). For each initiative, a brief description of what activities took place including the results on the indicator will be included. What are the next steps? How will we “hold the gains?”

⇒ Recommendations will be based upon the evaluation, stating the actions viewed as necessary to improve the effectiveness of the Continuous Quality Improvement Plan

SECTION G: REQUEST FOR DIRECT SERVICE WAIVERS

The Area Agency on Aging requests approval of the State Agency for direct provision of the following services for Federal Fiscal Year 2022-2025.

Service:

Service Area:

Southwestern Vermont Council on Aging requests approval to provide direct service for the evidence-based Home Medication Program. We are requesting use of IIIB funding (Case Management, Information and Assistance, Legal Assistance, Access to Transportation and other) and IIID funding (Health Promotion and Disease Prevention) to implement this program across Rutland and Bennington Counties.

Documentation of activities and results of such activities the AAA undertook to seek potential providers to justify direct provision of service by AAA

1.1 Southwestern Vermont Council on Aging has researched the implementation of this program in another part of the state, as well as other states, and found that it is most successful when conducted by trained staff and treated as another assessment tool during a home visit in an older individual's residence. Part of this work will include contracting with a pharmacist, who will be responsible for reviewing and communicating with the individual's primary care physician. Other providers in our service area engage in basic versions of medication reconciliation but are not communicating in the same manner with the pharmacist or primary care physicians. Our research also indicates this program is not well suited to volunteer recruitment due to the specific skills and expertise needed to perform the tasks of this program. SVCOA has a Registered Nurse on staff who has been working with this program while working to bridge the gap between the medical and social service communities to bring the most holistic care to the clients with whom we work and with the goal of preventing hospital readmissions and to provide client safety.

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

1.1 As SVCOA continues the Home Medication Program in the Rutland and the Bennington Counties, we will continue to explore processes that allow for community engagement and partnership, whether with the Hospitals, Home Health Agencies or Doctor's offices.

Currently we work collaboratively with the hospital's Transitional Care Nurses, the home health agencies, and the Physician offices. Medication-related problems and errors cause approximately 7000 deaths per year in the U.S. The annual cost of drug-related illness and death exceeds \$170 billion. With up to 48% of seniors having medication-related problems, at least 25% are preventable. This program focuses on safety and quality of life for our elder population.

The Home Medication Program covers medication reconciliation as well as teaching proper use of eye drops, inhalers and insulin use amongst other educational opportunities. The program also focuses on discussing with the client the importance of compliance and ways to increase medication compliance. The program includes a holistic approach, including consideration of the client's health, diagnosis and their medications to improve their quality of life.

Many of the clients have multiple doctors, their Primary Care Provider and their Specialists. Many of our clients see doctors in different states. Electronic Medical Records are not universal, therefore multiple doctors do not have access to the full report of what medications the client is on. Many clients also have multiple pharmacies, mail order or local and many clients are on supplements and over the counter medications that the Doctor is not aware of due to data capture for these products. Over the counter products may interfere with other medications or cause harmful side effects.

Working collaboratively with our community partners creates a team effort to maintain our client's safety. This collaboration benefits clients and the healthcare system with a decrease in healthcare expenditures due to the prevention of falls, orthopedic injuries and admissions and readmissions to the hospital.

We explore delivering the Home Medications program as a standalone service referred by clients on behalf of themselves, their families or Doctor's offices. Service reconfiguration and financing of this program will enhance its sustainability.

1.2 SVCOA has successfully piloted this program in both the Rutland and Bennington Counties. During this process we have determined it is most successful when completed and implemented by SVCOA's staff RN while visiting the client in the setting of their choice. This may also be done via Zoom or telephone depending on the client, as proven successful during the Covid-19 pandemic as was telehealth by the clinics for clients. The total volume of SVCOA home medications clients serviced averages about 100 per year.

Research indicates that this program is not well suited for implementation by volunteers, rather by staff who are trained and well versed on the Home Meds program, at best an RN who is knowledgeable of the medications and of performing a skilled assessment. There has been continued collaboration with the medical community at large regarding education about the home meds program/service as well as a geriatric pharmacist recommendation that occur post assessment. There is communication from the nurse with the doctor's office nurses, PCP case managers and/or the local pharmacist as needed. The SVCOA nurse and the pharmacist have developed a good rapport for patient communication. There is also an opportunity for the client to seek out a one-to-one consult regarding their medications with the geriatric pharmacist, with approval from the RN.

We continue to anticipate that as healthcare reform continues to evolve that the hospitals will see the value of this service and develop a payment model to finance the program to help reduce hospital readmissions and inappropriate use of the Emergency Department in our service area and across the State. Such a financial investment from the broader healthcare community would then allow this program to become sustainable. In the meantime, we are working with the health care community as a team to benefit our clients. The home meds program is an integral part of the client assessment. Because of the wide use of multiple medications from multiple prescribers and sources in the elder population and impact on quality of life and health outcomes, it is critical to continue to develop and expand the offering and funding for the home medications program.

We have been successful with this program when reviewing client cases where these services prevented complications with the client's overall health. Because most health care services use different EMR's this makes it difficult for the health care provider to know the specifics as to what medications the client is taking. After submission of the medications including over the

counter and supplements, a client assessment is also submitted. The pharmacist may see alerts, make recommendations and if necessary, reach out to the PCP. SVCOA as the home meds provider reaches out to the client with recommendations from the pharmacist or recommends discussions for the client to have with their physician. The tool used is a full report of the client's medications, a list of their diagnosis and a list of their allergies. The client is advised to give the report to their health care provider when they have appointments and to place with a red folder SVCOA provides to place on their refrigerators for Emergency Medical Responders to have, so EMS is aware of the client's medications. This Home meds documentation is then updated yearly, biyearly or as needed. Clients are given education and information on their diagnosis to educate them to make informed decisions about their care. Individualized care to our clients empowers them and assists with their independence in their quality of life.

This is a valuable service that is provided by SVCOA that enables SVCOA to work as a team member with the community health care team in providing the client with the utmost quality of care. This program decreases health care utilization and cost and delivers a best practice model of care for all our clients.

Service:

Service Area:

Southwestern Vermont Council on Aging requests approval to provide direct service for Powerful Tools for Caregivers, an evidence-based Health Promotion and Disease Prevention program to older adults and younger disabled individuals in Rutland and Bennington Counties should they be needed or requested.

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

1.1 The Southwestern Vermont Council on Aging reached out for collaboration with the Rutland County Caregiver Coalition to partner as trainers for the evidence-based Powerful Tools for Caregiver (PTC) workshops, at that time they had no interest in offering this workshop to the caregivers in our community. Which is why SVCOA felt it was important to move forward in training three (as required by the PTC guidelines) of our staff members to teach this important workshop in our service planning area. To stay a certified instructor of PTC you must lead a minimum of one workshop a year.

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

1.1 SVCOA will continue to collaborate with the community at large on recruiting potential trainers for PTC workshops. SVCOA has been able to collaborate with Rutland County Caregiver Coalition and reestablish a partnership to offer additional caregiver resources and PTC workshops throughout our service area. However due to COVID-19 and the recent closure of Rutland County's Adult Day program, this has been a bit of a challenge. SVCOA will be hosting our first virtual Powerful Tools for Caregivers series in late

August of 2020.

1.2 Powerful Tools for Caregiver trainer courses have been difficult to find due to COVID-19. SVCOA has recruited two interested volunteers to become certified in the evidence-based program and will continue to explore virtual trainer workshops to get our volunteers certified.

SECTION H: PUBLIC HEARING

To complete its public hearing process, SVCOA conducted several feedback collection activities aimed at soliciting input from a range of agency stakeholders including clients, volunteers, community partners, non-client older Vermonters, caregivers, legislators, and local and state officials, among others.

These activities included SVCOA's 2021 Aging Services Needs Questionnaire, which was distributed electronically to over 900 diverse contacts, and a virtual meeting of SVCOA's Advisory Council, both of which occurred in June of 2021.

SVCOA's 2021 Aging Services Needs Questionnaire generated 34 unique respondents who provided quality feedback on key issues currently impacting older Vermonters. Additionally, SVCOA's Advisory Council meeting generated quality feedback from two attendees, both of whom represent community partners closely connected to SVCOA.

The feedback collected throughout the public hearing process was extremely consistent across various responding stakeholders, with resounding commentary and emphasis placed on a handful of key items that respondents felt are most critical to older Vermonters in our service area at this time. It also aligned closely with the results of the 2021 Vermont Statewide Needs Assessment conducted by Flint Springs Associates in collaboration with the Vermont Department of Disabilities, Aging and Independent Living and the various area agencies on aging. SVCOA has directly incorporated all this response data into its FFY 22-25 Area Plan, primarily in Section B: Needs Assessment Response. The public hearing feedback provided clear the direction for SVCOA's establishment of six key areas of emphasis or focus, as well as any of the agency's proposed solutions or plans around these six challenge areas.

These six areas include:

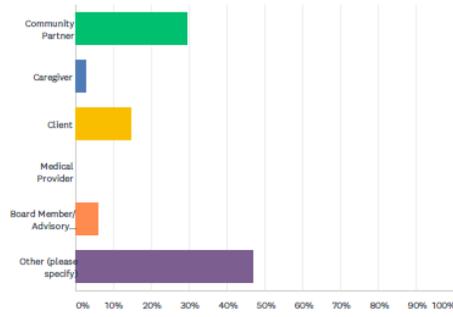
1. Gap in older Vermonter and caregiver awareness of the availability of key services and supports.
2. Lack of internet accessibility, communicative technology equipment, and technology education among older Vermonters in SVCOA's service area
3. Pre- and post-pandemic, social isolation among older Vermonters in SVCOA's service area
4. SVCOA's service area population is among the least income secure in the state of Vermont, and represents the highest Medicaid population
5. Lack of access to social – personal transportation
6. Broad challenges relative to caregiver support services

Collected feedback and / or commentary from the public hearing process includes:

Feedback from 2021 SVCOA Aging Services Needs Questionnaire:

Q1 What is your connection to SVCOA?

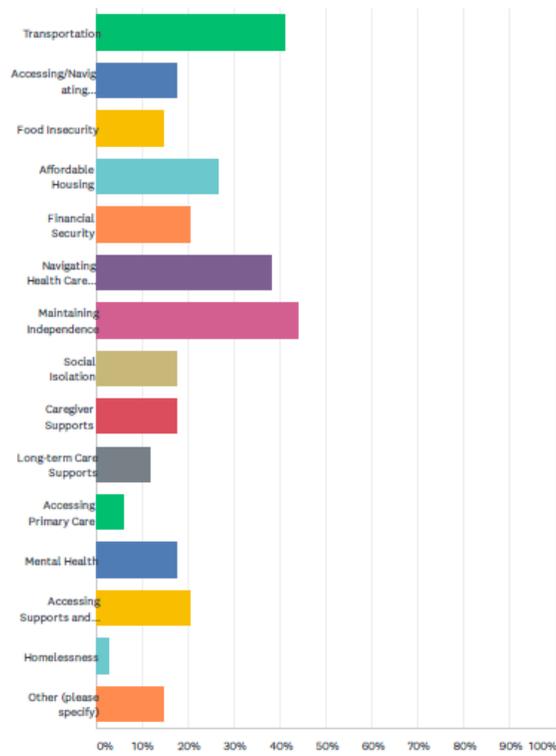
Answered: 34 Skipped: 0



ANSWER CHOICES	RESPONSES
Community Partner	29.41% 10
Caregiver	2.94% 1
Client	14.71% 5
Medical Provider	0.00% 0
Board Member/ Advisory Council Member	5.88% 2
Other (please specify)	47.06% 16
TOTAL	34

Q2 What are the top 3 areas of concern for older adults in our community?

Answered: 34 Skipped: 0



ANSWER CHOICES	RESPONSES
Transportation	41.18% 14
Accessing/Navigating Technology	17.65% 6
Food Insecurity	14.71% 5
Affordable Housing	26.47% 9
Financial Security	20.59% 7
Navigating Health Care Systems (example: Medicare Part D, Medigap and Supplemental Insurance)	38.24% 13
Maintaining Independence	44.12% 15
Social Isolation	17.65% 6
Caregiver Supports	17.65% 6
Long-term Care Supports	11.76% 4
Accessing Primary Care	5.88% 2
Mental Health	17.65% 6
Accessing Supports and Services	20.59% 7
Homelessness	2.94% 1
Other (please specify)	14.71% 5
Total Respondents: 34	

Q3 In your experience what are the challenges in meeting the needs of older Vermonters 60 and over?

Answered: 31 Skipped: 3

#	RESPONSES	DATE
1	Getting information to older Vermonters as they are not always on email, websites, or social media, which tends to be a preferred method of communication for organizations providing services.	6/14/2021 4:12 PM
2	Loneliness.	6/14/2021 2:18 PM
3	Understanding new technology	6/13/2021 3:33 PM
4	Lack of affordable housing	6/13/2021 6:36 AM
5	transportation--for those of us living in outlying rural areas...daytime driving possible for me but not for others in our area	6/12/2021 8:03 PM
6	Finding out who is isolated and what their needs may be.	6/12/2021 6:48 PM
7	Staying in their own home. Loss of independence. Health concerns	6/11/2021 9:16 PM
8	Knowing what's available	6/11/2021 4:41 PM
9	Bad roads (especially winter/spring) to navigate, not able to access cell phones during emergencies.	6/11/2021 12:59 PM
10	Not knowing how to access support or believing they don't need it.	6/11/2021 12:31 PM
11	Affordable Assisted Living!	6/11/2021 11:08 AM
12	Communicating and connecting to available programs and services.	6/11/2021 10:25 AM
13	Finances and communication between agencies. One agency sends to next and that sends you back to first. Frustration sets in and people give up	6/11/2021 10:06 AM
14	getting around	6/11/2021 9:49 AM
15	Mostly financial	6/11/2021 9:35 AM
16	infrastructure - transportation, housing	6/11/2021 9:32 AM
17	understanding health care	6/11/2021 9:24 AM
18	Availability of services like home aid services to allow aging in place	6/11/2021 9:21 AM
19	Support funding and reaching the clients in need. Providing care in the home and more contact with families trying to access long term care and helping them through the often intimidating process. The State providing more local access through Economic Services.	6/11/2021 9:18 AM
20	Accessing resources for maintaining independent living.	6/11/2021 9:15 AM
21	Finding caregivers to assist with services	6/11/2021 9:14 AM
22	getting help for above concerns	6/11/2021 9:12 AM
23	Technology issues and knowing where to get support and resources for issues that concern them most.	6/11/2021 9:09 AM
24	Currently, they are not being served by all community partners at the best that they are able. shortcuts are being taken for current clients, but there are no wait lists in place. current clients are being underserved because there are too many to serve, not enough person centered, and not enough time to give each client proper time and care to help their needs.	6/11/2021 9:05 AM
25	Transportation Isolation Nutrition	6/11/2021 8:54 AM

26	Caregiver Shortage	6/11/2021 8:50 AM
27	Not enough supports in the area, lack of providers, lack of caregivers, distance, lack of tech it would be nice to do virtual visits and such with clients, however they can not afford the items needed. Wait lists are too long	6/11/2021 8:47 AM
28	family	6/11/2021 8:44 AM
29	that they don't know about the council on aging and its services to help them age well at home	6/11/2021 8:32 AM
30	Homemaking options to stay independent. Along with transportation.	6/11/2021 8:23 AM
31	financial resources	6/11/2021 8:17 AM

Q4 In your experience what are the programs and services that are meeting the needs of older Vermonters 60 and over?

Answered: 29 Skipped: 5

#	RESPONSES	DATE
1	Transportation, meals and tech help.	6/14/2021 2:18 PM
2	Don't know don't use any so far	6/13/2021 3:33 PM
3	Bridges and Beyond	6/13/2021 6:36 AM
4	I've always felt I could ask for assistance from visiting nurses, SVOCA, and Hospice...	6/12/2021 8:03 PM
5	The Castleton Community Center's Elderly and Disabled Transportation Program.	6/12/2021 6:48 PM
6	Senior center cafe in Bennington and meals on wheels program. Affordable help from caregivers	6/11/2021 9:16 PM
7	Assistance with Medicare choices, especially when person first qualifies	6/11/2021 4:41 PM
8	First of all, I don't use any services (age 84 husband 93) thank God but one service you might think about is using a dark typeface with larger TYPE!!!! This is most difficult to read for anyone. Green State or not🙄	6/11/2021 12:59 PM
9	Council on Aging, BROCC, RMHS, Evergreen, some churches	6/11/2021 12:31 PM
10	Those offered by the SVOCA	6/11/2021 11:08 AM
11	Heating assistance, electric utility assistance, tax preparation, food shelf and 3SVT assistance, online program/application navigation.	6/11/2021 10:25 AM
12	Office of Aging, Helping Hands of Bennington County seem to be the best	6/11/2021 10:06 AM
13	RSVP	6/11/2021 9:49 AM
14	from SVOCA: MOW, case management, mental health supports, Senior Companions, volunteers, wellness offerings, options counseling, transportation supports, caregiver supports, etc.	6/11/2021 9:32 AM
15	this council	6/11/2021 9:24 AM
16	don not know any	6/11/2021 9:21 AM
17	Local Council on Aging and their outreach workers. Home Health Nursing agencies Food Banks Independent Living Agency	6/11/2021 9:18 AM
18	Vermont 3 Squares, Meals on Wheels	6/11/2021 9:15 AM
19	Case Management	6/11/2021 9:14 AM
20	senior centers	6/11/2021 9:12 AM
21	BROCC	6/11/2021 9:09 AM
22	currently agencies are working to help, but the bigger picture is not current clients and their wellbeing, its creating more space for more clients. programs that seem to be working from my point of view for our clients is SASH. they are able to better help in person our clients, as phone calls are not a great communication way for most of our clients 60 and over for many reasons.	6/11/2021 9:05 AM
23	SWVCOA, Intertage, Bridges & Beyond	6/11/2021 8:54 AM
24	Meals on Wheels, supplemental food programs and community meal sites, helpline assistance	6/11/2021 8:53 AM
25	CFC LTC Medicaid. Need Caregivers	6/11/2021 8:50 AM
26	3SQ, MOW, CFC	6/11/2021 8:47 AM
27	3 squares, fuel assistance,	6/11/2021 8:32 AM
28	I&A who directs them as best they can to services.	6/11/2021 8:23 AM
29	Choices for Care Program Mental Health Counseling Meals on Wheels Transportation Programs	6/11/2021 8:17 AM

Q5 What, if any do you feel are the gaps related to community supports for older adults?

Answered: 30 Skipped: 4

#	RESPONSES	DATE
1	Addressing ageism by creating more multi-generational opportunities.	6/14/2021 4:12 PM
2	Not sure	6/14/2021 2:18 PM
3	Don't know	6/13/2021 3:33 PM
4	Lack of broadband	6/13/2021 6:36 AM
5	many folks need advocates to help them deal with medical issues...	6/12/2021 8:03 PM
6	I am sure there are some and people more involved than I who could identify these areas.	6/12/2021 6:48 PM
7	All businesses should be handicap accessible. Some need ramps rather than steps with no railings	6/11/2021 9:16 PM
8	Rural areas limit accessibility	6/11/2021 4:41 PM
9	Seems younger decide! Earlier hours for groups to meet(no night driving).	6/11/2021 12:59 PM
10	Getting information to isolated elders in a way they can use it.	6/11/2021 12:31 PM
11	Lack of State Support(Transportation,etc.	6/11/2021 11:08 AM
12	Connecting the dots. Reaching our older residents and connecting to the excellent community support that exists.	6/11/2021 10:25 AM
13	Lack of interagency communication and way to much paperwork	6/11/2021 10:06 AM
14	COVID	6/11/2021 9:49 AM
15	Not enough volunteers to meet clients needs for food and transportation..	6/11/2021 9:35 AM
16	Need more in-home support for daily tasks (for SVCOA, "chores" not medical)	6/11/2021 9:32 AM
17	none	6/11/2021 9:21 AM
18	Understanding what the unique needs of the elder community and better outreach support from the State of Vermont	6/11/2021 9:18 AM
19	Awareness, many clients and caregivers are not aware of programs offered, many don't even know there are programs for 60 and older. I find that a lot of families have been navigating the aging process alone and tired and when they stumble across resources they are so thankful and unsure why they had never herd of the programs.	6/11/2021 9:15 AM
20	Having enough staff to provide the services	6/11/2021 9:14 AM
21	people connections	6/11/2021 9:12 AM
22	Computer access and internet affordability.	6/11/2021 9:09 AM
23	I think the gaps are that there is so many guidelines from the state that are being considered from a state level, but NOT from a client need level. the case managers are talking to these clients monthly, we see how they are struggling and why, but when we voice how and why we are needing to help them, we are shut down in many ways. and our clients are struggling. the state and agencies need to consider this or it wont get better.	6/11/2021 9:05 AM
24	Educating people on what services are available,	6/11/2021 8:54 AM
25	Caregivers	6/11/2021 8:50 AM
26	basic assistance with shopping and cleaning	6/11/2021 8:47 AM
27	none	6/11/2021 8:44 AM
28	the dr's offices all around do not understand the SVCOA services and what SVCOA can do for the aging. The community is also unaware of this	6/11/2021 8:32 AM
29	Homemaking services and financial help as needed.	6/11/2021 8:23 AM
30	Funding is not available to cover those that need in-home support but don't qualify for CFC programs	6/11/2021 8:17 AM

Feedback from SVCOA Advisory Council Members:

Clay Gilbert, Evergreen Recovery Center, Rutland Community Care Network

- Growing need for support around isolation, depression etc.
- Resources are strained – law enforcement is not fully staffed, health & welfare and probation and parole short-staffed, resource strain
- Various crisis situations rose during COVID-19
- Need for greater internet connectivity, Wifi boosters in areas of low connectivity
- Need to expand and normalize telehealth services. Not as recognized, accepted or understood among older population.

- Transportation gaps or gaps in use tied to food insecurity. Transportation, in some cases, can be a barrier to food accessibility.

Linda Wichlac, Executive Director, Bennington Project Independence

- Common remark heard from her clients and older Vermonters she is connected with: “I don’t know what services are provided by SVCOA.”
- Ongoing need for increased collaboration among community partners. Remove silos between community partners.
- Need for additional homemaking services and supports.
- Good support for higher needs clients, but not enough support for moderate needs individuals. Need to shift proportion of focus relative to high needs and moderate needs.
- Solutions needed for broad caregiver shortage challenge.
- Ongoing staffing challenges across various community social service providers who support older Vermonters.
- Need to focus on the sustainability of older Vermonters using communicative technology. More training and technical support needed to sustain and ease use of technology for various needs – communication, engaging activities, medical support and evaluation etc.
- Greater transportation support, education, access and use needed from Manchester to Bennington. Many individuals don’t know how to access or use the current transportation system / supportive infrastructure.

SECTION: APPENDICES

Area Agency on Aging Assurances Updated October 2017

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

Development of a Comprehensive, Coordinated, Client-Centered System

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

6. ((306(a)(6)(B)) The Area Agency will serve as the advocate and focal point for the elderly within the community by monitoring, evaluating and commenting upon all policies, programs, hearings, levies and community actions which will affect the elderly.
7. ((306(a)(6)(C)(i)) Where possible, the area agency on aging will enter into agreements with organizations providing day care services for children, assistance to older individuals caring for relatives who are children, and respite for families, so as to provide opportunities for older individuals to aid or assist on a voluntary basis in the delivery of such services to children, adults and families.
8. ((306(a)(6)(C)(ii)) The Area Agency will, if possible, regarding the provision of services under Title III, enter into arrangements and coordinate with organizations that have a proven record of providing services to older individuals, that were officially designated as community action agencies or community action programs under section 210 of the Economic Opportunity Act of 1964 (42 U.S.C. 2790) for fiscal year 1981, and did not lose the designation as a result of failure to comply with such Act; or came into existence during fiscal 1982 as direct successors in interest to such community action agencies or community action programs; and that meet the requirement under section 675(c)(3) of the Community Services Block Grant Act (42 U.S.C. 9904 (c)(3).
9. ((306(a)(6)(C)(iii)) The Area Agency will make use of trained volunteers in providing direct services delivered to older individuals and individuals with disabilities needing such services and, if possible, work in coordination with organizations that have experience in providing training, placement and stipends for volunteers or participants (such as organizations carrying out Federal service programs administered by the Corporation for National and Community Service) in community service settings.
10. ((306(a)(6)(E)) The Area Agency will establish effective and efficient procedures for coordination of services with entities conducting other Federal or federally assisted programs for older individuals at the local level, with particular emphasis on entities conducting programs under this title and the following programs:
 - a. the Job Training Partnership Act,
 - b. Title II of the Domestic Volunteer Service Act of 1973,
 - c. Titles XVI, XVIII, XIX, and XX of the Social Security Act,
 - d. Sections 231 and 232 of the National Housing Act,
 - e. the United States Housing Act of 1937,
 - f. Section 202 of the Housing Act of 1959,
 - g. Title I of the Housing and Community Development Act of 1974,
 - h. Title I of the Higher Education Act of 1965 and the Adult Education Act,
 - i. Sections 3, 9, and 16 of the Urban Mass Transportation Act of 1964,
 - j. the Public Health Service Act, including block grants under Title XIX of such Act,
 - k. the Low-Income Home Energy Assistance Act of 1981,
 - l. part A of the Energy Conservation in Existing Buildings Act of 1976 relating to weatherization assistance for low income persons,

- m. the Community Services Block Grant Act,
 - n. demographic statistics and analysis programs conducted by the Bureau of the Census under title 13, U.S. Code,
 - o. parts II and III of Title 38, U.S. Code,
 - p. the Rehabilitation Act of 1973,
 - q. the Developmental Disabilities and Bill of Rights Act,
 - r. the Edward Byrne Memorial State and Local Law Enforcement Assistance Programs, established under part E of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. 3750-3766b).
11. ((306(a)(6)(F)) In coordination with the State agency and the State agency responsible for mental health services, the Area Agency will increase public awareness of mental health disorders, remove barriers to diagnosis and treatment, and coordinate mental health services (including mental health screenings) provided with funds expended by the area agency on aging with mental health services provided by community health centers and by other public agencies and nonprofit private organizations.
12. ((306(a)(7)) The Area Agency will conduct efforts to facilitate the area –wide development and implementation of a comprehensive, coordinated system for providing long-term care in home and community-based settings, in a manner responsive to the needs and preferences of older individuals and their family caregivers by -
- a. Collaborating, coordinating activities, and consulting with other local public and private agencies and organizations responsible for administering programs, benefits, and services related to providing long-term care;
 - b. Conducting analyses and making recommendations with respect to strategies for modifying the local system of long term care to better-
 - i. Respond to the needs and preferences of older individuals and family caregivers;
 - ii. Facilitate the provision, by service providers, of long-term care in home and community-based settings; and
 - iii. Target services to older individuals at risk for institutional placement, to permit such individuals to remain in home and community-based settings.
13. ((306(a)(7)(C)) The Area Agency will implement, through the agency or service providers, evidence-based programs to assist older individuals and their family caregivers in learning about behavioral changes intended to reduce the risk of injury, disease, and disability among older individuals.
14. ((306(a)(7)(D)) The Area Agency shall provide for the availability and distribution (through public educations campaigns, Aging and Disability Resource Centers, the area agency on aging itself, and other appropriate means) of information relating to the need to plan in advance for long-term care and the full range of available public and private long-term care (including integrated long-term care) programs, options, service providers and resources.
15. ((306(a)(8)) The Area Agency assures that case management services provided under this

title through the Area Agency will:

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

Public Input

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

Preference to Those in Greatest Economic or Social Need

1. ((306(a)(2)(B)) The area agency on aging will provide assurances that it will -
 - a. Expend at least 65% of part B funds for Access to Services, 1% of Part B funds for In-home Services and 5% of Part B funds for Legal Assistance.
2. ((306(a)(4)(A)(i)) The area agency on aging will provide assurances that it will –
 - a. Set specific objectives, consistent with State policy for providing services to older individuals with greatest economic need, older individuals with greatest social need, and older individuals at risk for institutional placement.

- b. Include specific objectives for providing services to low-income minority individuals, older individuals with limited English proficiency, and older individuals residing in rural areas; and
 - c. Include proposed methods to achieve the objectives described in items a and b above.
 - d. The area agency on aging will assure that it will include in each agreement with a provider of any service under this title a requirement that the provider will –
 - i. Specify how the provider intends to satisfy the service needs of low-income minority individuals, older individuals with limited English proficiency, and older individuals residing in rural areas served by the provider;
 - ii. To the maximum extent feasible, provide services to low-income minority individuals, older individuals with limited English proficiency, and older individuals residing in rural areas in accordance with the need for such services; and
 - iii. Meet specific objectives established by the area agency on aging, for providing services to low-income minority individuals, older individuals with limited English proficiency, and older individuals residing in rural areas within the planning and service area.
3. ((306(a)(4)(A)(iii)) With respect to the fiscal year preceding the fiscal year for which such plan is prepared, the Area Agency shall:
- a. identify the number of low-income minority older individuals and older individuals residing in rural areas in the planning and service area;
 - b. describe the methods used to satisfy the service needs of such minority older individuals; and
 - c. provide information on the extent to which the Area Agency met the objectives described in clause (306(a)(4)(A)(i)).
4. ((306(a)(4)(B)) The area agency will assure that it will use outreach efforts that will-
- a. identify individuals eligible for assistance under the Act, with special emphasis on older individuals residing in rural areas; older individuals with greatest economic need (with particular attention to low-income minority individuals and older individuals residing in rural areas); older individuals with greatest social need (with particular attention to low-income minority individuals and older individuals residing in rural areas); older individuals with severe disabilities; older individuals with limited English proficiency; older individuals with Alzheimer’s disease or related disorders (and the caretakers of such individuals); and older individuals at risk for institutional placement; and
 - b. inform the older individuals listed in a. above and the caretakers of such individuals , of the availability of assistance.
5. ((306(a)(4)(C)) The Area Agency shall ensure that each activity undertaken by the agency, including planning, advocacy and systems development, will include a focus on the needs of low-income minority older individuals and older individuals residing in rural areas.

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

Agreements with Service Providers

1. ((306(A)(1)) The plan shall include a method and plans for entering into agreements with providers of services for the provision of services to meet needs.
2. ((307(a)(11)) The Area Agency on Aging will--
 - a. enter into contracts with providers of legal assistance which can demonstrate the experience or capacity to deliver legal assistance.
 - b. include in any such contract provisions to assure that any recipient of funds under section a (immediately above) will be subject to specific restrictions and regulations promulgated under the Legal Services Corporation Act (other than restrictions and regulations governing eligibility for legal assistance under such Act and governing membership of local governing boards) as determined appropriate by the Assistant Secretary; and
 - c. attempt to involve the private bar in legal assistance activities authorized under Title III, including groups within the private bar furnishing services to older individuals on a pro bono and reduced fee basis.
3. ((307(a)(11)(B)) The Area Agency on Aging will assure that no legal assistance will be furnished unless the grantee administers a program designed to provide legal assistance to older individuals with social or economic need and has agreed, if the grantee is not a Legal Services Corporation project grantee, to coordinate its services with existing LSC projects in the planning and service area in order to concentrate the use of funds provided under Title III on individuals with greatest such need; and the Area Agency on Aging makes a finding, after assessment, pursuant to standards for service promulgated by the Assistant Secretary, that any grantee selected is the entity best able to provide the particular services.
4. ((307(a)(11)(D)) The Area Agency on Aging will assure, to the extent practicable, that legal assistance furnished under the plan will be in addition to any legal assistance for older individuals being furnished with funds from other sources other than the OAA and that reasonable efforts will be made to maintain existing levels of legal assistance for older

individuals.

5. ((307(a)(11)(E)) The Area Agency on Aging will give priority to legal assistance related to income, health care, long-term care, nutrition, housing, utilities, protective services, defense of guardianship, abuse, neglect and age discrimination.

Provision of Services

1. ((306(a)(2)) The plan shall provide assurances that an adequate proportion, as required under section 307(a)(2) of the Older Americans Act, of the amount allotted for Part B to the planning and service area will be expended for the delivery of each of the following categories of services –
 - a. services associated with access to services (transportation, health services (including mental health services), outreach, information and assistance, (which may include information and assistance to consumers on availability of services under part B and how to receive benefits under and participate in publicly supported programs for which the consumer may be eligible) and case management services);
 - b. in-home services, including supportive services for families of older individuals who are victims of Alzheimer’s disease and related disorders with neurological and organic brain dysfunction; and
 - c. legal assistance; and assurances that the area agency on aging will report annually to the State in detail the amount of funds expended for each such category during the fiscal year most recently concluded.
2. ((306(a)(13)(A)) The Area Agency will maintain the integrity and public purpose of services provided, and service providers, under this title in all contractual and commercial relationships.
3. ((306(a)(13)(B)) The Area Agency will disclose to the Assistant Secretary and the State agency --
 - a. the identity of each non-governmental entity with which it has a contract or commercial relationship relating to providing any service to older individuals; and
 - b. the nature of the contract or relationship.
4. ((306(a)(13)(C)) The Area Agency will demonstrate that a loss or diminution in the quantity or quality of the services provided, or to be provided, under this title by such agency has not resulted and will not result from such non-governmental contracts or commercial relationships.
5. ((306(a)(13)(D)) The Area Agency will demonstrate that the quantity or quality of the services to be provided under this title by such agency will be enhanced as a result of such non-governmental contracts or commercial relationships.

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

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

1. The Area Agency on Aging (AAA) shall:
 - a. assure that all services and service options are fully explained to applicants/participants/representatives;
 - b. assure that all applicants/participants/representatives are provided with a copy of the AAA's consumer grievance procedures and are provided with assistance as necessary to understand and follow the established procedures.
 - c. assist applicants/participants to obtain necessary services;
 - d. involve applicants/participants in the planning of their services;
 - e. coordinate services provided by the AAA with other related services provided to the participant by other agencies or individuals;
 - f. assure that the AAA's services meet the individual needs of each participant, including changes in services as needs change.
2. The AAA shall assure that all services provided under this area plan will be coordinated with

other home and community based services and providers in the AAA's service area to avoid duplication, maximize existing resources and ensure optimum coordination of services for individual clients. "Home and community based services and providers" include, but are not limited to, hospital discharge planning, nursing homes, residential care homes, home health agencies, adult day services, services of the Vermont Center for Independent Living, services funded through Part B of the Rehabilitation Act, the Office of Public Guardians, and activities conducted through community resource teams or adult abuse teams.

3. The AAA shall assure that all Case Management services provided under this area plan will comply with the Department of Disabilities, Aging and Independent Living [Case Management Standards & Certification Procedures For Older Americans Act Programs & Choices for Care, Revised January 2017.](#)
4. The AAA shall assure that at a minimum, the Nutrition Screening Instrument: DETERMINE Your Nutritional Health Checklist, shall be used to screen all clients receiving home delivered meals; case management clients, congregate meal participants and for other individuals who may benefit from such counseling. The AAA shall build capacity to use the Nutrition Program Prioritization Tool with all home delivered meal clients in conjunction with the NSI screening.
5. The AAA shall assure that it will develop and maintain, in collaboration with DAIL, quality assurance and improvement processes which will allow the AAA and DAIL to monitor the quality of services provided by the Agency.
6. The AAA will assist in developing a stronger home and community-based system of care for older Vermonters and persons with disabilities by providing them with a choice of supportive services that address their long-term care needs and will allow them to remain independent and avoid or delay the need for nursing home admission.
7. The AAA shall administer state general funds Long Term Care Flexible Funds Special Services Funds and give priority to older Vermonters and persons with disabilities in greatest economic and social need. Flexible Funds may be used for a variety of good and services to assist Vermonters to be able to maintain their independence and live in the setting of their choice. These funds may only be used when there are no other funds available to pay for services. The AAA will utilize the funding to serve residents of the entire Area Agency on Aging planning and service area.
8. The AAA shall assure for all services provided under this plan that the DAIL Background Check policy will be followed.
9. The AAA shall assure that third party referrals will be accepted and followed-up upon.
10. The AAA shall assure responsibility for accepting and responding to third party referrals concerning individuals with self-neglecting behaviors who are 60 years of age or older.
11. The AAA shall assure that FFY 2018 funds to strengthen the volunteer base will be utilized

for at least one evidenced-based falls prevention program.

General Administration

1. Compliance with Requirements. The Area Agency on Aging agrees to administer the program in accordance with the Act, the State Plan and all applicable regulations, policies and procedures established by the Department of Disabilities, Aging & Independent Living and federal agencies. This includes compliance with the State of Vermont Customary State Grant Provisions. (Please note section below.)

2. Data Entry Requirements. Notwithstanding the due dates listed in #3 below, the Area Agency on Aging agrees to complete data entry into the SAMS data base within 60 days of the end of each month. AAAs that do not complete the required data entry within the required time frame will be subject to 1/24 funding until the AAA is within the 60 day time frame. An AAA may request a variance to the 60-day data entry requirement if there are circumstances beyond the AAA’s control that necessitate an extension. Variance requests must be submitted **in advance of the due date** and should be sent to the attention of Angela Smith-Dieng.

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

Due Date	Reporting Period	Reports/Data Due
February 15	October-December	Title III and Title VII QTR 1 Financial Reports
May 15	January – March	Title III and Title VII QTR 2 Financial Reports, Draft Audits
August 1	October – September	FFY20 Budgets FFY19-FFY22 Area Plan Updates
August 15	April – June	Title III and Title VII QTR 3 Financial Reports
October 20	July - September	Title III and Title VII QTR 4 Financial Reports

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

Please refer to the NAPIS Reporting Procedures (sent to NAPIS leads by 10/13/17 and posted to <http://asd.vermont.gov/resources/program-manuals/>) for specific instruction related to the submission of NAPIS reports.

3. Area Plan Amendments. Area Plan amendments will be made in conformance with applicable program regulations.

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

AAA Budget Information

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

B. General Rules Pertaining to AAA Funding

- Title III funds, with the exception of Title III-E funds, must be matched by fifteen percent (15%) non-Federal match. Five percent (5%) of the non-federal match must be state funds. National Family Caregiver Program funds, Title III-E, must be matched with a twenty-five percent (25%) non-federal match.
- Title III funds used for Area Plan Administration (APA) require a twenty five percent (25%) non-Federal match. Expenses for Area Plan Administration should be recognizable by FASB 116 and 117.

Area Plan Administration must be funded with Title IIIC-1 or non-AoA funding source. An AAA may only apply APA to programs not listed as allowable direct services in Section V (Waivers).

- Each AAA must budget their allocated funds for Area Plan Administration, or the State will redistribute any unbudgeted funds by formula to other AAAs.
- AAAs budget allocations of Title III-B, III-C-1 or III-C-2 funds require the approval of DAIL. The Department limits the amount of funds that each AAA may transfer to not more than 30% between Titles III-B and C, or not more than 40% between Titles III-C-1 and III-C-2.
- Title III-B funds are for Supportive Services only.
- Title III-C-1 funds are for Congregate Meal programs, nutrition counseling, education and other nutrition services, and Area Plan Administration.
- Title III-C-2 funds are for Home Delivered Meals, nutrition counseling, education and other nutrition services.
- Title III-D funds are for Disease Prevention and Health Promotion Programs and activities which have been demonstrated through rigorous evaluation to be evidenced based and effective for improving the health and well-being or reducing disease, disability and/or injury among older adults. (ACL revised the definition of “evidence-based” as of 10/01/16. The revised definition can be found here: http://www.aoa.acl.gov/aoa_programs/hpw/title_IIID/index.aspx)
- Title III-E funds are for the National Family Caregiver Support Program. Funds may be used to provide the five categories of services authorized in the OAA: 1) information services; 2) access assistance; 3) counseling; 4) respite care; and 5) supplemental services. All Case Management, Information and Assistance, Respite and other expenses for family caregivers should be budgeted in this program. The category of supplemental services is designed to be used on a limited basis. As a result, each AAA must receive approval from the Department **in advance** of providing supplemental services and may dedicate no more than twenty percent of the Federal funding to this category. AAA are also required to provide caregiver services to older relative caregivers of children age 18 and younger but may dedicate no more than ten percent of federal funding to this type of service. Please refer to the additional NFCSP requirements in Section III of this document.
- Title VII funds are for Elder Abuse Prevention services.
- Nutrition Services Incentive Program (NSIP) funds are to support the Congregate and Home-Delivered Nutrition Programs by providing an incentive to serve more meals. NSIP funds must be used exclusively to purchase food, not meal preparation and may not be used to pay for other nutrition-related services such as nutrition education or for State or local administrative costs.
- Each AAA shall expend at least 65% of Part B funds for Access to Services, 1% of Part B funds for In-home Services and 5% of Part B funds for Legal Assistance.

- AAAs must budget expenses for Nutrition Education since it is a State required activity.
- Food and Nutrition Services (FNS - Food Stamp Outreach Program) require a fifty percent (50%) non-Federal match. These funds must be allocated within the Case Management and Information & Assistance programs, and in the Information and Access Assistance programs under Title III E.
- Administrative costs are to be spread by the percentage of total cash expenses to each program.
- Equipment costing over \$5000/unit must have authorization from the funding source if Federal funds are to be used.
- Local funds must be expended in accordance with the budgeted use of local funds.
- AAAs may only use their anticipated FY2019 funding and unbudgeted prior year funds, unless DAIL has an audit or draft audit identifying the carryover amounts from the prior year.
- An Area Agency on Aging must expend 85% of its annual allocation and any carryover of special service funds during the current year. Special service funds are used to help meet the unmet needs of individuals for which there are no other available resources.
- The Department will only allow an AAA to draw in a proportionate share of their Title III, Title VII funds, State Base General Fund, Special Services, Nutrition Service-Meals, Flexible funds, Nutrition Services Incentive Program funds (NSIP), and Volunteer Outreach funds each month (i.e. 1/12th per month). Cash requests above the proportionate share will require an acceptable explanation. AAA will minimize the elapse time between the Federal funds drawn and the expenditure of funds for program purposes.
- Grants for the Provision of Long-Term Care Services (Flexible Funding) Expenses/Revenue - Allocate the revenue and expenses to the applicable program center. For instance, if you are purchasing adult day services and transportation services with coalition funds you should report the expenses and revenue in the adult day and transportation program columns. You should report the revenue from the flex fund grant agreements in the "State Other."

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

C. Expense Line Item Definitions

1. **Personnel** - Wages paid to agency employees. Includes stipends.
2. **Fringe** - Fringe benefits paid to agency employees and volunteers. Includes worker's compensation.

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

11. **Raw Food** - Cost associated with purchase of food for nutrition services. Does not include beverages and food for staff meetings. Costs for raw food used in preparing meals by agency staff should be split by the ratio of agency prepared home-delivered to congregate meals. The ratio should not include meals prepared under contract.
12. **Training** - Costs associated with organizing or participating in training excluding personnel and staff travel. Includes registration, coffee and donuts, rental of meeting space, costs of hiring a trainer, etc.. Training expenses should be assigned to activities based upon the staff person receiving the training and the purpose of the training. For example, if a staff person is receiving training in case management, the expense should be in case management. Training expenses not assigned to particular staff in the budget should be included in the administration column. The expense during the year should be moved from administration to the appropriate activity when it is known.
13. **Other** - Expenses which do not fit into any of the other categories. Included are dues and subscriptions, advertising and recognition (plaques, flowers etc.). Under administration are included expenses for services purchased from individuals or organizations to accomplish agency administrative work which would otherwise need to be done by staff. Examples are payroll service, janitorial service and legal fees. It also includes contingency money for legal fees etc.
14. **Grants/Contracts** - Grants and contracts include the expense for any program expenses for adaptive equipment and home modifications purchased for clients.
15. **Administration** - This line item is the proportion of administrative expense in the administrative activity assigned to each program by its percent of the agency budget.

Administration costs distributed to 'direct services' (services an AAA provides with an approved waiver) are area plan administration in accordance with Section 308 (a) (1) of the Older Americans Act. For budgeting purposes, case management is considered a non-direct 'allowable' service.

Funds granted to the Community of Vermont Elders should be budgeted as Administration.

Funds utilized to secure the services of a registered dietician for the purpose of performing menu reviews is an allowable administrative expense.

16. **Fundraising** - This line item represents a spread of fundraising costs from the fund-raising activity. The fundraising expense should be covered by funds raised. Both the expense and the revenue produced should then be spread to the activities the agency decides to support with the fundraising event/activity.

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

ATTACHMENT E
ASSURANCES:
STANDARD STATE PROVISIONS FOR CONTRACTS AND GRANTS

REVISED DECEMBER 15, 2017

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

16. Taxes Due to the State:

- A. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
- B. Party certifies under the pains and penalties of perjury that, as of the date this Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.
- C. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
- D. Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time

allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.

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

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

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

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

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

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

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

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

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

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

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

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

of interest.

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

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

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

27. Termination:

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

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

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

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

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

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

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

- B. Internal Controls:** In accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in “Standards for Internal Control in the Federal Government” issued by the Comptroller General of the United States and the “Internal Control Integrated Framework”, issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
- C. Mandatory Disclosures:** In accordance with 2 CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the State, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.

32. Requirements Pertaining Only to State-Funded Grants:

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

(End of Standard Provisions)

BUSINESS ASSOCIATE AGREEMENT

SOV CONTRACTOR/GRANTEE/BUSINESS ASSOCIATE: _____

SOV CONTRACT NO. _____ CONTRACT EFFECTIVE DATE: _____

This Business Associate Agreement (“Agreement”) is entered into by and between the State of Vermont Agency of Human Services, operating by and through its **Department of Disabilities, Aging, and Independent Living** (“Covered Entity”) and Party identified in this Agreement as Contractor or Grantee above (“Business Associate”). This Agreement supplements and is made a part of the contract or grant (“Contract or Grant”) to which it is attached.

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

The parties agree as follows:

1. **Definitions.** All capitalized terms used but not otherwise defined in this Agreement have the meanings set forth in 45 CFR Parts 160 and 164 as amended by HITECH and associated federal rules and regulations. Terms defined in this Agreement are italicized. Unless otherwise specified, when used in this Agreement, defined terms used in the singular shall be understood if appropriate in their context to include the plural when applicable.

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

“*Breach*” means the acquisition, Access, Use or Disclosure of *Protected Health Information (PHI)* which compromises the Security or privacy of the *PHI*, except as excluded in the definition of *Breach* in 45 CFR § 164.402.

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

“*Electronic PHI*” shall mean *PHI* created, received, maintained or transmitted electronically in accordance with 45 CFR § 160.103.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. Permitted and Required Uses/Disclosures of PHI.

3.1 Subject to the terms in this Agreement, *Business Associate* may Use or Disclose *PHI* to perform *Services*, as specified in the Contract or Grant. Such Uses and Disclosures are limited to the minimum necessary to provide the *Services*. *Business Associate* shall not Use or Disclose *PHI* in any manner that would constitute a violation of the Privacy Rule if Used or Disclosed by Covered Entity in that manner. *Business Associate* may not Use or Disclose *PHI* other than as permitted or required by this Agreement or as *Required by Law* and only in compliance with applicable laws and regulations.

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

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

4. **Business Activities.** *Business Associate* may Use *PHI* if necessary for *Business Associate's* proper management and administration or to carry out its legal responsibilities. *Business Associate* may Disclose *PHI* for *Business Associate's* proper management and administration or to carry out its legal responsibilities if a Disclosure is *Required by Law* or if *Business Associate* obtains reasonable written assurances via a written agreement from the Person to whom the information is to be Disclosed that such *PHI* shall remain confidential and be Used or further Disclosed only as *Required by Law* or for the purpose for which it was Disclosed to the Person, and the Agreement requires the Person to notify *Business Associate*, within five (5) business days, in writing of any *Breach* of Unsecured *PHI* of which it is aware. Such Uses and Disclosures of *PHI* must be of the minimum amount necessary to accomplish such purposes.

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

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

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

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

c) Prior to any Use or Disclosure of *Electronic PHI* by an *Agent* or *Subcontractor*, ensure that any *Agent* or *Subcontractor* to whom it provides *Electronic PHI* agrees in writing to implement and use Administrative, Physical, and Technical Safeguards that reasonably and appropriately protect the Confidentiality, Integrity and Availability of Electronic PHI. The written agreement must identify Covered Entity as a direct and intended third party beneficiary with the right to enforce any breach of the agreement concerning the Use or Disclosure of *Electronic PHI*, and be provided to Covered Entity upon request;

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

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

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

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

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

6. **Reporting and Documenting Breaches.**

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

6.2 Following the *Report* described in 6.1, *Business Associate* shall conduct a risk assessment and provide it to Covered Entity with a summary of the event. *Business Associate* shall provide Covered Entity with the names of any *Individual* whose Unsecured *PHI* has been, or is reasonably believed to have been, the subject of the *Breach* and any other available information that is required to be given to the affected *Individual*, as set forth in 45 CFR § 164.404(c). Upon request by Covered Entity, *Business Associate* shall provide information necessary for Covered Entity to investigate the impermissible Use or Disclosure. *Business Associate* shall continue to provide to Covered Entity information concerning the *Breach* as it becomes available.

6.3 When *Business Associate* determines that an impermissible acquisition, Access, Use or Disclosure of *PHI* for which it is responsible is not a *Breach*, and therefore does not necessitate notice to the impacted *Individual*, it shall document its assessment of risk, conducted as set forth in 45 CFR § 402(2). *Business Associate* shall make its risk assessment available to Covered Entity upon request. It shall include 1) the name of the person making the assessment, 2) a brief summary of the facts, and 3) a brief statement of the reasons supporting the determination of low probability that the *PHI* had been compromised.

7. **Mitigation and Corrective Action.** *Business Associate* shall mitigate, to the extent practicable, any harmful effect that is known to it of an impermissible Use or Disclosure of *PHI*, even if the impermissible Use or Disclosure does not constitute a *Breach*. *Business Associate* shall draft and carry out a plan of corrective action to address any incident of impermissible Use

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

8. Providing Notice of Breaches.

8.1 If Covered Entity determines that a *Breach* of *PHI* for which *Business Associate* was responsible, and if requested by Covered Entity, *Business Associate* shall provide notice to the *Individual* whose *PHI* has been the subject of the *Breach*. When so requested, *Business Associate* shall consult with Covered Entity about the timeliness, content and method of notice, and shall receive Covered Entity's approval concerning these elements. *Business Associate* shall be responsible for the cost of notice and related remedies.

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

8.3 The notice to affected *Individuals* shall be written in plain language and shall include, to the extent possible, 1) a brief description of what happened, 2) a description of the types of Unsecured *PHI* that were involved in the *Breach*, 3) any steps *Individuals* can take to protect themselves from potential harm resulting from the *Breach*, 4) a brief description of what the *Business Associate* is doing to investigate the *Breach* to mitigate harm to *Individuals* and to protect against further *Breaches*, and 5) contact procedures for *Individuals* to ask questions or obtain additional information, as set forth in 45 CFR § 164.404(c).

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

9. Agreements with Subcontractors. *Business Associate* shall enter into a Business Associate Agreement with any *Subcontractor* to whom it provides *PHI* to require compliance with HIPAA and to ensure *Business Associate* and *Subcontractor* comply with the terms and conditions of this Agreement. *Business Associate* must enter into such written agreement before any Use by or Disclosure of *PHI* to such *Subcontractor*. The written agreement must identify Covered Entity as a direct and intended third party beneficiary with the right to enforce any breach of the agreement concerning the Use or Disclosure of *PHI*. *Business Associate* shall provide a copy of the written agreement it enters into with a *Subcontractor* to Covered Entity upon request. *Business Associate* may not make any Disclosure of *PHI* to any *Subcontractor* without prior written consent of Covered Entity.

10. Access to PHI. *Business Associate* shall provide access to *PHI* in a Designated Record Set to Covered Entity or as directed by Covered Entity to an *Individual* to meet the requirements under 45 CFR § 164.524. *Business Associate* shall provide such access in the time and manner reasonably designated by Covered Entity. Within five (5) business days, *Business Associate* shall forward to Covered Entity for handling any request for Access to *PHI* that *Business Associate* directly receives from an *Individual*.

11. Amendment of PHI. *Business Associate* shall make any amendments to *PHI* in a Designated Record Set that Covered Entity directs or agrees to pursuant to 45 CFR § 164.526,

whether at the request of Covered Entity or an *Individual*. *Business Associate* shall make such amendments in the time and manner reasonably designated by Covered Entity. Within five (5) business days, *Business Associate* shall forward to Covered Entity for handling any request for amendment to *PHI* that *Business Associate* directly receives from an *Individual*.

12. Accounting of Disclosures. *Business Associate* shall document Disclosures of *PHI* and all information related to such Disclosures as would be required for Covered Entity to respond to a request by an *Individual* for an accounting of disclosures of *PHI* in accordance with 45 CFR § 164.528. *Business Associate* shall provide such information to Covered Entity or as directed by Covered Entity to an *Individual*, to permit Covered Entity to respond to an accounting request. *Business Associate* shall provide such information in the time and manner reasonably designated by Covered Entity. Within five (5) business days, *Business Associate* shall forward to Covered Entity for handling any accounting request that *Business Associate* directly receives from an *Individual*.

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

14. Termination.

14.1 This Agreement commences on the Effective Date and shall remain in effect until terminated by Covered Entity or until all the *PHI* is destroyed or returned to Covered Entity subject to Section 18.8.

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

15. Return/Destruction of PHI.

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

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

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

17. **Training.** *Business Associate* understands its obligation to comply with the law and shall provide appropriate training and education to ensure compliance with this Agreement. If requested by Covered Entity, *Business Associate* shall participate in Covered Entity's training regarding the Use, Confidentiality, and Security of *PHI*; however, participation in such training shall not supplant nor relieve *Business Associate* of its obligations under this Agreement to independently assure compliance with the law and this Agreement.

18. **Miscellaneous.**

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

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

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

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

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

18.6 *Business Associate* shall abide by the terms and conditions of this Agreement with respect to all *PHI* even if some of that information relates to specific services for which *Business Associate* may not be a "*Business Associate*" of Covered Entity under the Privacy Rule.

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

18.8 The provisions of this Agreement that by their terms encompass continuing rights or responsibilities shall survive the expiration or termination of this Agreement. For

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

Rev. 05/21/2019

AGENCY OF HUMAN SERVICES' CUSTOMARY CONTRACT/GRANT PROVISIONS

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

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

Subcontracting for Medicaid Services: Notwithstanding any permitted subcontracting of services to

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

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

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

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

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

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

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

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

5. **Non-Discrimination:**

Party shall not discriminate, and will prohibit its employees, agents, subcontractors, sub-grantees and other service providers from discrimination, on the basis of age under the Age Discrimination Act of 1975, on the basis of handicap under section 504 of the Rehabilitation Act of 1973, on the basis of sex under Title IX of the Education Amendments of 1972, and on the basis of race, color or national origin under Title VI of the Civil Rights Act of 1964. Party shall not refuse, withhold from or deny to any person the benefit of services, facilities, goods, privileges, advantages, or benefits of public

accommodation on the basis of disability, race, creed, color, national origin, marital status, sex, sexual orientation or gender identity as provided by Title 9 V.S.A. Chapter 139.

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

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

6. **Employees and Independent Contractors:**

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

7. **Data Protection and Privacy:**

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

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

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

Other Confidential Consumer Information: Party agrees to comply with the requirements of AHS

Rule No. 08-048 concerning access to and uses of personal information relating to any beneficiary or recipient of goods, services or other forms of support. Party further agrees to comply with any applicable Vermont State Statute and other regulations respecting the right to individual privacy. Party shall ensure that all of its employees, subcontractors and other service providers performing services under this agreement understand and preserve the sensitive, confidential and non-public nature of information to which they may have access.

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

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

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

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

9. **Information Technology Systems:**

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

1. Party's provision of certified computing equipment, peripherals and mobile devices, on a separate Party's network with separate internet access. The Agency of Human Services' accounts may or may not be provided.

2. State supplied and managed equipment and accounts to access state applications and data, including State issued active directory accounts and application specific accounts, which follow the National Institutes of Standards and Technology (NIST) security and the Health Insurance Portability & Accountability Act (HIPAA) standards.

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

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

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

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

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

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

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

10. **Other Provisions:**

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

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

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

Voter Registration: When designated by the Secretary of State, Party agrees to become a voter registration agency as defined by 17 V.S.A. §2103 (41), and to comply with the requirements of state and federal law pertaining to such agencies.

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

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

ADDITIONAL ATTACHMENTS

SVCOA COVID-19 Case Management Home Visit Policy

Case Management COVID-19 Procedures for Limited Home Visits

- Supervisor approval is required prior to case managers making home visits until further notice
- Confirmation from the client and documentation from the case manager that the client agrees to the home visit
- Case Managers are required to conduct COVID-19 symptom phone screen prior to (the day of or immediately before conducting home visit) conducting home visit.
- Phone screen will cover client and/or any family members or client's informal supports that may be on site during scheduled home visit.
- Case managers will also have to self-attest to being COVID-19 symptom free before conducting home visit with clients.
 - Completed client COVID screens will be uploaded into file attachments in Peer Place under client profile.
 - The agency will keep copies of case managers self-attest COVID screen.
 - As part of the pre-home visit process, the case manager will ask the client/or any informal supports that may be present during home visit, if they have access to a mask or face shield that can be worn during home visit with the case manager.
 - Anyone else who is present during the home visit will be asked to use masks or face shields while home visit is being conducted.
 - If client does not have a mask, one will be provided at the start of the home visit
 - The case manager, while wearing clean, latex- free gloves, will place mask on porch, doorknob, or another outdoor surface that client can retrieve for their use during the home visit.
 - Clients will be asked to wear masks or face shields during the home visit as medical conditions allow.
- During agreeable weather conditions case managers will conduct outside home visits as best as client can tolerate or accommodate.
 - If weather does not permit the ability to conduct outside home visits then social distancing of 6 feet, as environment permits, will be required while inside of client's home.
 - If 6 feet is not available for social distancing, windows and /or doors should be opened in order to help increase air circulation and ventilation.
 - If an indoor home visit is needed, the case manager will be asked to shorten the visit time in order to minimize potential exposure.
- Case managers will leave directly from their home to attend any home visits and will return to their home once home visit has ended. Case managers will not be allowed to come back to the office in-between home visits or after home visits have been completed for the day.

- Immediately before making contact with client, case manager will sanitize hands, and will do so immediately after leaving clients home.
- Case managers will be provided with gloves, hand sanitizer, masks, face shields (if masks can't be worn), and disposable paper clothing coverings/gowns and garbage bags to dispose of used PPE's.
- Used PPE's will be disposed of in either outside trash cans (of the case managers home) or in outside office dumpsters.
- Case managers will properly dispose of all used PPE as described above and will wear/use, clean/unused PPE for each home visits.
- Case managers are not permitted to reuse PPE's when making home visits with clients.
- Case managers are required to wear masks or face shields at ALL TIMES during all home visit (outside or inside home) with clients.
- Case managers will be provided with extra pens and will not be allowed to share pens with clients who need to sign paperwork. This will help prevent/minimize possible cross contamination.
- Any home visits must be documented in Peer Place the SAME day the visit occurred. This will help with COVID-19 tracking if there is a positive case after the fact.
- If the case manager knows of a suspected or confirmed positive COVID case concerning a client, the case manager will immediately notify supervisor.
- Visits to nursing homes or hospitals are NOT permitted at this time and until further notice.

SVCOA COVID-19 Exposure Control Plan

POLICY: Southwestern Vermont Council on Aging (SVCOA) COVID-19 Program and Exposure Control Plan
DRAFTED July 2020

A. PURPOSE: The purpose of this program is twofold:

1. To continue to protect the health and safety of our work force and clients and by extension their families, and
2. To implement the Mandatory Health and Safety Requirements for all Business, Nonprofits & Governmental Operations as required by the Vermont Department of Health, Centers for Disease Control and Prevention (CDC) Guidelines, Vermont Occupational Safety and Health Administration (VOSHA) and The Vermont Agency for Commerce and Community Development. Using the measures provided by these agencies, SVCOA will strive to protect the health of our employees. This program will document the measures we use to comply with the provided

guidelines.

B. DEFINITIONS

1. COVID-19: COVID-19 is a respiratory disease spread from person to person. SARS-CoV-2 is the virus that causes COVID-19.

C. RESPONSIBILITIES

1. Health Officer:

All businesses must have a designated Health Officer for all shifts:

- Responsible for ensuring compliance with the Executive Order and the Addenda there to and applicable ACCD Guidance.
- This person shall have the authority to stop or modify activities to ensure work conforms with the mandatory health and safety requirements

SVCOA's Health Officers are Samantha Brennan, Aging Services Director, Courtney Anderson, Nutrition Director, Rosemary Greene, Business Operations Director, Chris Adams, Development & Communications Director. In case of change in personnel for any of these positions, the person hired into the position shall replace the person who left the agency.

2. Administrative Persons:

SVCOA Directors Samantha Brennan, Rosemary Greene, Courtney Anderson, Dana and Chris Adams, with backup from Sheila Barton, R.N. Options Counselor, will be responsible for the administration of the following plan including the following:

- Assess the hazards in this workplace
- Administer and update this program as necessary
- Regularly review guidance from Agency of Commerce and Community Development (ACCD) as it is updated
- Review the effectiveness of this program
- Participate in any investigation of employee complaints, including failure to comply with company rules
- Provide effective training with reference to COVID-19 and the preventive measures the company has taken and that the employee must follow.
- Ensure that all employees follow the protective measures outline in this program.
- Enforce compliance with this program using existing SVCOA personnel policies
- Ensure training for COVID-19 protections has been completed and documented in accordance to the ACCD guidance

4. Employees:

- Follow all rules and practices created by SVCOA, including, but not limited to:
 - Participate in all trainings relative to COVID-19
 - Stay home if you are sick
 - Wash hands frequently
 - Practice Social Distancing – 6 foot minimum

 - Report to your supervisor and/or management team member if you feel sick, have a temperature, or you have had close contact with a person suspected of having COVID 19
 - Wear protective PPE (Personal Protective Equipment) as outlined by SVCOA
 - Wear protective cloth mask as outlined by SVCOA
 - Employees will be expected to adhere to current interstate / cross-state travel guidelines as communicated by the State of Vermont at <https://accd.vermont.gov/covid-19/restart/cross-state-travel> . Employees will be expected to notify their supervisor of any travel. SVCOA reserves the right to revoke office privileges of employees who do not adhere to these guidelines.
 - Employees will be expected to adhere to current group gathering guidelines as communicated by the State of Vermont at <https://accd.vermont.gov/covid-19/restart/cross-state-travel>. Employees are expected to notify their supervisor of attendance at any large group gatherings that exceed the current State of Vermont guidelines. SVCOA reserves the right to revoke office privileges of employees who do not adhere to these guidelines.
 - Employees will be expected to adhere all current interstate / cross-state travel guidelines as communicated by the State of Vermont with regard to any guests that may visit or stay with employees. Employees who host guests from any locations that fall under the State of Vermont’s quarantine requirements will also be required to quarantine and will not be allowed to come in to the office or conduct home visits. Current guidance with respect to this can be found at <https://accd.vermont.gov/covid-19/restart/cross-state-travel>.
 - Employees will be expected to follow all SVCOA home-visit policies as communicated by program managers.

D. EXPOSURE DETERMINATION

1. This information is provided from the VOSHA’s Mandatory Health and Safety Requirements for all Business, Nonprofits & Government Operation as required by the Vermont Dept. of Health, CDC Guidelines and VOSHA <https://labor.vermont.gov/VOSHA>
2. Workers in some sectors have a high risk of occupational exposure to COVID-19, including in:

- Healthcare and Laboratories
 - Emergency response
 - Mortuary services and other death care
 - Airline operations
 - Border protection and passenger screening
 - Critical retail operations (e.g., grocery stores, pharmacies)
3. Workers that are in a medium exposure risk are jobs that require frequent (i.e., more than a few minutes) and/or close (i.e., within 6 feet) contact with people who may be infected with SARS-CoV-2, but who are not known or suspected COVID-19 patients.

Examples include:

- Critical retail workers, such as those in pharmacies and grocery stores.
 - Transit workers, such as bus drivers, subway operators, and taxi drivers.
 - Workers in other transportation operations.
4. Workers that are in a low exposure risk are:
Jobs that do not require contact with people known to be or suspected of being infected with SARS-CoV-2, nor frequent close contact with (within 6 feet) of the general public. Workers in this category have minimal occupational contact with the public and other coworkers.

E. SVCOA EXPOSURE DETERMINATION

1. Hazard Assessment:
SVCOA has conducted a hazard assessment to determine risk level and exposure potential. The following was determined:
- a) High Risk Employees or Job Descriptions - none
 - b) Medium Risk Employees or Job Descriptions
 - Business Operations Director
 - Development & Communications Director
 - Rutland Aging Services Director
 - Bennington Aging Services Director
 - Nutrition Director
 - Lead Case Managers
 - Case Managers
 - Information and Assistance Specialist
 - SHIP Director
 - Family Caregiver Support Director
 - Communications & Volunteer Coordinator
 - RSVP Director
 - RSVP Volunteer Coordinator
 - Nutrition Program Intake Specialist
 - Nutrition Outreach Specialist

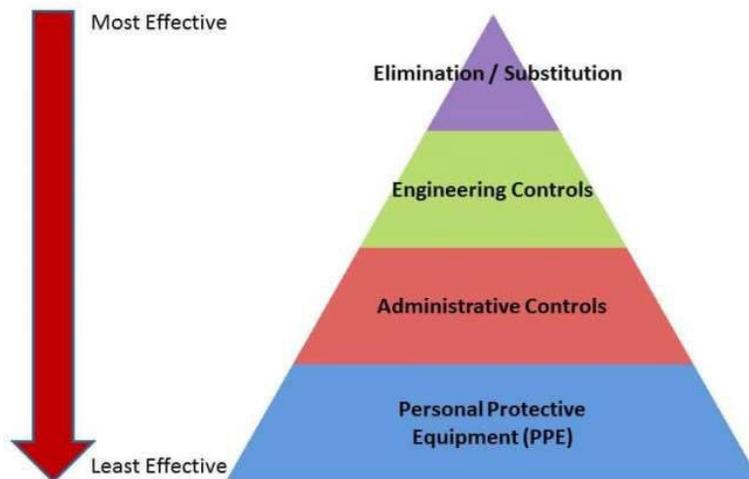
- Receptionist
- Office Manager
- Volunteer Services Director
- Other office volunteers such as AmeriCorps

c) Low Risk Employees or Job Descriptions - none

2. Hazard Reduction

As with all hazards, it is SVCOA's goal to eliminate the hazard if possible. Using the Hierarchy of Controls and the VOSHA Mandatory Health and Safety Requirements for all Business it is our goal to minimize the hazard.

Hierarchy of Controls



3. Hazard Elimination

We have reviewed our tasks and the following practices have been evaluated:

- a) Working Remotely: The State of Vermont Agency of Commerce and Community Development is requiring all businesses, non-profit and government operations to work remotely whenever possible.
- b) Meetings and trainings shall be conducted via internet or phone
- c) Client services done via internet or phone
 - a. Limited home visits may be permitted with proper PPE and safety precautions to protect staff, volunteers, clients and the general community. All home visits will be conducted according to SVCOA's Case Management and Volunteer COVID-19 Home Visit protocols.

The practices that this company has eliminated and replaced with alternative methods are:

1. Remote operations: At the current time, SVCOA staff are working remotely. A maximum of 5 people at a time are allowed in the Bennington office and 10 people at a time in the Rutland office, with advance notice. All meetings and client work, with the exception of limited, pre-approved home visits, are conducted via internet or phone. It is expected that before the time SVCOA office spaces are opened (time to be determined), we will implement many safety measures including:
 - Eliminating shared office space and/or staggering work hours for those sharing an office
 - Forbidding staff and/or client congregation
 - Insisting upon client appointments (no walk-ins)
 - Rearranging the waiting room to adhere to “socially distant” standards
 - Insisting that any in-person appointments be conducted in an office with capacity for 6 feet distancing
 - Home visits to also be conducted with appropriate 6 feet social distancing and PPE
 - Continuing to hold meetings via internet or telephone / conference call
 - Requiring all staff to wear masks during any and all face to face contact within the office setting. Requiring all clients entering the office to wear masks at all times. Masks will be provided to any clients who do not have a mask.
 - Adding multiple stations with hand sanitizer
 - Increasing safety signage at entrances and strategically located in the office;
 - Doing temperature checks as required
 - Doing staff health surveys as required
 - Completing health survey prior to seeing any clients in person, providing clients with paper masks if they don’t have them in order for them to be masked during SVCOA staff visit.

4. Engineering Controls

SVCOA has reviewed our tasks and the following suggested engineering controls have been evaluated and have or will be implemented:

- a. Workstation barrier in reception area;
- b. Eliminated shared offices and/or staggered work times
- c. Increased outdoor air circulation within AC/heat system where possible
- d. Implemented twice monthly air filter cleaning
- e. Forbid staff congregation in break room or other areas
- f. Implemented mandatory client appointments – no walk ins
- g. Increased signage and access to sanitizer throughout the offices

5. Administrative Controls

SVCOA has reviewed our tasks and the following Administrative Controls have been evaluated and have or will be implemented:

- a. Training: All staff completed VOSHA training and new staff will be required to complete it prior to beginning work.
- b. Offices: No staff member will share an office unless staggered work schedules are possible.
- c. Personal Cleanliness: Signage regarding the importance of hand washing and proper hand washing techniques will be placed at frequent locations throughout all SVCOA offices and given to staff who work from home.
- d. Personal offices: Staff are required to wipe their work area after use. SVCOA will provide each staff person with supplies to do so.
- e. Work Surface Cleanliness: All surfaces such as door push bars, chairs in waiting areas, and other areas that customers, visitors, or workers frequently touch will be sanitized at the beginning, middle and end of each work day. SVCOA staff members will share this task.
- f. Employee self-monitoring: Employees must stay home if feeling ill or showing any symptoms of illness such as fever or cough.
- g. Temperature testing: SVCOA will have a no-touch thermometer at each work site and if required, will require each staff member to take their temperature and record it upon entry. If temperature is 100.4 or higher, the employee must go home.
- h. Carpooling: SVCOA employees who travel for their job will be encouraged not to carpool, and must limit people in their car to no more than 2. Face masks must be worn by any staff while carpooling.
- i. Flexible work schedule: SVCOA will work with each staff member on their work schedule so that no more than one person is in a private office at one time, and so that all staff may honor the 6 foot social distancing requirement. Staff in certain positions may choose to work other than “normal work hours” to accommodate both social distancing and their own family needs. Staff will document work hours with SVCOA’s Paylocity time tracking system.
- j. Limit staff travel between multiple sites: SVCOA agency and departmental meetings will be held remotely until further notice. If there is a need for a staff member to travel to a different site, safety and hygiene protocols, as well as supervisor pre-approval, will be observed.
- k. SVCOA will implement a safe process to receive supplies and deliveries.

6. Personal Protective Equipment (PPE)

Things that are or are not PPE:

- a. Gloves: various gloves protect against varying hazards, most commonly, medical grade Nitrile or latex gloves are used to protect against pathogenic hazards.

- b. **Body Protection:** Most often varying forms of protective suits are worn to protect from pathogenic hazards. In the case of facilities with direct contact of known or suspected COVID-19 infectious subjects, Tyvek, full body suits can be worn. However; to be impervious to the maximum of the design, all seams should be sealed.
- c. **Eye/face protection:** Eye protection should also be worn for those involved in the direct contact of known or suspected COVID-19 infectious subjects. Eye protection should provide side protection at the least. Face shield make excellent protection, especially when used in conjunction with eye protection.
- d. **Respirators:** Tight fitting and considered personal protective equipment. If N95 masks are used voluntarily, there is no need to have a fit test conducted (but need to provide mandatory Appendix D) If respirators are required in a workplace, a fit test must complete, and the employer needs a full and detailed protection program (1910.134) Respirators must be used if involved in medical procedures when exposed to aerosolized virus (intubating, treatment of coughing, etc.) (See Appendix D of the respiratory standard at the conclusion of this document – Attachment 2.
- e. **Face Mask:** Cloth face masks, whether homemade or manufactured are not considered PPE, but it has been determined to be helpful in protecting others from coughing, sneezing or spraying droplets when talking.

<https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/diy-cloth-face-coverings.html>

F. MANDATORY REQUIREMENTS

The following are mandatory requirements:

- A. **Face coverings:** SVCOA requires face coverings when in the office or on SVCOA business, including seeing clients. SVCOA will provide disposable masks to staff as needed. Staff may remove masks when not in a common area, such as a personal office or bathroom, or to eat or drink.
- B. **Distancing:** All employees must observe strict social distancing of 6 feet while on the job, unless noted.
- C. **Congregation:** No congregation of employees is allowed. SVCOA staff may use the copy machines or other shared office equipment, but must wipe down the equipment before and after use. Sanitizer will be provided. No more than 1 person may be at the machines at any one time.
- D. **Break Rooms:** SVCOA's kitchens are available for staff to use the refrigerator to

store or remove personal lunch items. All personal food items must be labeled and removed at the end of each workday. No common food items including condiments, salad dressings, milk/creamers, butters/spreads etc. may be left overnight in the refrigerator and will be removed if left overnight. Employees must wipe down the refrigerator door and handles before and after using the refrigerator. Employees may use the Keurig machine, microwave and stove but must wipe down each before and after use. Employees must bring their own food containers, plates or cutlery. Agency plates and cutlery may not be used. Paper plates and plastic utensils will be provided and should be discarded after use. No hand washing of any personal containers, plates or cutlery is allowed. Employees may not congregate in the kitchen or eat in the kitchen. Only 1 person shall be allowed in the kitchen at any one time. Nonperishable food items such as tea/coffee, sugars, and snacks must be kept in the employee's office, in a secure plastic or glass covered container to avoid attracting pests.

- E. Washing facilities: Handwashing or hand sanitization is required frequently including before entering and leaving job sites. Hand washing facilities and/or hand sanitizer shall be immediately available at entrances of designated common area or room. All SVCOA restrooms have soap/water/sanitizer, including signage as to proper hygiene. SVCOA staff are required to wash hands upon entering and before leaving the office. Signs are posted regarding occupancy and social distancing.
- F. Windows/air circulation: When working inside, open doors and windows to promote air flow to the greatest extent possible and limit the number of people occupying a single indoor space. SVCOA staff in offices which have windows that open will be encouraged to use them to enhance outdoor air in the office. Portable air purification systems may be implemented in offices if possible.
- G. Carpooling: SVCOA staff who use their work for work will be limited to 2 people in the car. All occupants must wear face masks if in the presence of others.
- H. Cleaning common spaces: All common spaces, equipment, and frequently touched surfaces will be frequently wiped down by staff, in conjunction with SVCOA's contract cleaners. Contract cleaners will also complete regular deep cleans of offices a minimum of one time per week, including deep cleaning bathrooms, kitchens, doors, railings etc. SVCOA contracts with John Pedone for deep cleaning in its Rutland office and Bridget Free for deep cleaning in its Bennington office. <https://www.cdc.gov/coronavirus/2019-ncov/community/disinfecting-building-facility.html>.
- I. Customers/clients: SVCOA shall require anyone coming into the office, including clients, delivery people, cleaning company employees and the public in general, to wear face coverings any time they come into the SVCOA office.

Update on New Work Safe Additions to the Stay Home, Stay Safe Order:

<https://accd.vermont.gov/news/update-new-worksafe-additions-stay-home-stay-safe-order> SVCOA has put signage on all doors to all offices, and will update website and other social media explaining this requirement when needed.

J. Signage: Signs must be posted at all entrances clearly indicating that no one may enter if they have symptoms of respiratory illness. SVCOA has signs on all doors as well as on our website and other social media explaining this requirement.

K. Screening: To the extent feasible, prior to the commencement of each work shift, prescreening or survey, including temperature checks shall be required to verify each employee has no symptoms of COVID-19. Symptoms include;

- Cough
 - Shortness of breath or difficulty breathing
- Or at least two of these symptoms:*
- Fever greater than 100.00 F
 - Chills
 - Repeated shaking with chills
 - Muscle pain
 - Headache
 - Sore throat
 - New loss of taste or smell

SVCOA will ask each staff person to take their temperature and verify health status upon entry to work site each day. This information will be recorded by staff in the provided log book.

Mandatory - Employees shall not report to, or be allowed to remain at, work or job site if sick or symptomatic (with fever, cough, and/or shortness of breath). Non-symptomatic COVID-19 positive workers are not allowed on site and any worker(s) who have contact with a worker or any other person who is diagnosed with COVID-19 are required to quarantine for 14 days.

L. EMPLOYEE TRAINING

All employees, including those already working (except healthcare workers, first responders, and others already trained in infection control, personal protective/universal precautions) must complete training by May 4, 2020. VOSHA has provided a Power Point to assist with this endeavor. <https://labor.vermont.gov/document/protecting-safety-and-health-workers-vosha>

All SVCOA staff will take the VOSHA training and will certify completion. Documentation will be kept for three years or duration of employment.

Training Documentation: Documentation must include the name of the employee, date of training, summary of training and the name of the trainer/s. SVCOA will maintain our

training records for at least (3) years or for the duration of the employment, whichever is longer. Training records required by the VOSHA standard are made available to employees, employee representatives, or to VOSHA representatives for examination and copying.

M. Recording Workplace COVID-19 Illnesses in the Workplace

- a. OSHA recordkeeping requirements (29 CFR Part 1904) mandate covered employer record certain injuries and illnesses on the OSHA 300 log.
- b. COVID-19 can be a recordable illness if a worker is infected as a result of performing their work-related duties. However, employers are only responsible for recording cases of COVID-19 if all the following are true:
 - 1. The case is a confirmed case of COVID-19 (see CDC information on persons under investigation and presumptive positive and laboratory-confirmed cases of COVID- 19):
 - 2. The Case is work-related (as defined by 29 CFR 1904.5) and
 - 3. The case involves one or more of the general recording criteria set forth in 29 CFR 1904.7 (e.g. medical treatment beyond first aid, days away from work).

Additional information can be found at OSHA’s Enforcement Guidance for Recording Case of COVID-19.

N. Medical Records

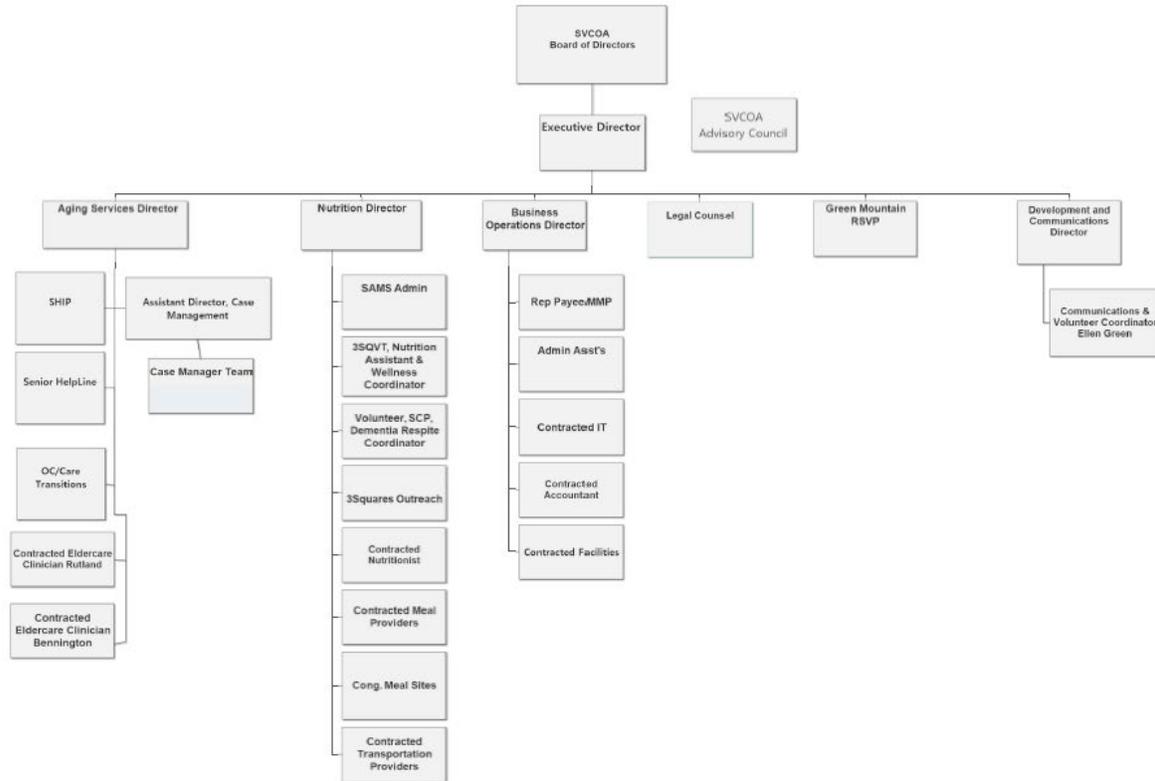
- a. Medical records shall be maintained for at least the duration of employment plus 30 years.
- b. If SVCOA ceases to do business and there is no successor employer to receive and retain the records for the prescribed period, the employer shall notify the Director of NIOSH, US Department of Health and Human Services, at least three months prior to their disposal and transmit them to the Director, if required by the Director to do so, within that three month period,

O. Non-compliance: SVCOA staff members who are non-compliant with these policies may be subject to disciplinary action, up to and including termination. Signature below indicates receipt and understanding of SVCOA COVID-19 Exposure Control Plan.

Issue date:
Signature of Supervising Health
Officer:

Signature/date of staff member:

SVCOA ORGANIZATIONAL CHART



Revised 05/21/2021

SVCOA BOARD OF DIRECTORS ROSTER

	SVCOA BOARD 2020-2021	Title	ADDRESS	TOWN / STATE	ZIP	PHONE	E-MAIL	BEGAN SERVICE
1	George Davis	President	208 Davis Road	Castleton, VT	05735	802-273-2468	gdavis@svcoa.net	2013
2	Tom Adams	Secretary	65 Hazel Street	Rutland, VT	05701	802-775-5297	tomadamsvt@gmail.com	2017
3	Ron Bower	Treasurer	PO Box 6035, 11 Brentwood Drive	Rutland, VT	05702	802-747-8955	jrcdvermont@cs.com	2015
4	Howard Cohen	Vice President	204 Crescent Boulevard	Bennington, VT	05201	413-652-7086	ravfirefighter@gmail.com	2017
5	Michele Pagen	Director	1050 Mad Tom Rd	East Dorset, VT	05253	202-997-8722	mpp1@comcast.net	2019
6	Peter Lawrence	Director	507 Main Street	Bennington, VT	05201	802-442-6341	plawrence@barrsternberg.com	2019
7	Alison Hill	Director	293 Barnumville Road	Manchester, VT	05255	802-753-6436	keturamars@yahoo.com	2020
8	Lin Lavallee	Director	317 Prospect Street	Bennington, VT	05201	502-608-4676	lmavallee@iglou.com	2020
9								
10								
11		Terms of Office						
12	George Davis	President	2020-2021	Terms Served President-2016-2021				
13	Howard Cohen	Vice President	2020-2021	Terms Served Vice President-2019-2021				
14	Tom Adams	Secretary	2020-2021	Terms Served Secretary-2018-2021				
15	Ron Bower	Treasurer	2020-2021	Terms Served Treasurer 2016-2021				

SVCOA ADVISORY COUNCIL ROSTER

SVCOA ADVISORY BOARD							
Title	Last Name	First Name	Phone #	Address	Town	E-Mail	Category
	Andrews	Peg	802-558-2843	82 Jackson Avenue	Rutland	andrews4rutland2@yahoo.com	Former Legislator
	Cosgrove	Christina	802-447-2792	325 North Street	Bennington	christina.cosgrove@vermont.gov	Veteran Services
	Wichlac	Linda	802-442-8136	614 Harwood Hill Road	Bennington	linda.wichlac@bpiads.org	Service Provider
	Vignoe	Judy	802-773-3257	134 Baxter Street	Rutland	judyvignoe@comcast.net	Caregiver
	Hawley	Seward	802-773-2236	941 Post Road	Rutland	hawleysinvt@comcast.net	Caregiver
	Kendall	Jane	802-773-3251	191 Grove Street	Rutland	janiek@myfairpoint.net	Consumer
	Collamore	Brian	802-773-1365	124 Patricia Lane	Rutland	bcollam@aol.com	Legislator
	Rizzi	Becky	802-558-0100	368 E.Tinmouth Road	West Rutland	joe_rizzi@comcast.net	Business Owner
	Davis	Gabrielle	802-379-0234	68 Autumn Acres	Bennington		Senior Companion
	Gilbert	Clay	802-747-3588	135 Granger Street	Rutland	cgilbert@RMHSCCN.org	Service Provider
	Bouchard	Paul	802-282-7452	468 Karen Drive	Rutland	paulloisebouchard@gmail.com	SVCOA Volunteer
	Bouchard	Louise	802-282-7452	468 Karen Drive	Rutland	paulloisebouchard@gmail.com	SVCOA Volunteer
	Putnam	Ken	802-773-3244	158 Spruce Street	Rutland	ken@thebus.com	Transportation
	Dilonno	Paul	802-442-5491	100 Ledge Hill Drive	Bennington	PDilonno@UCSVT.org	Mental Health
	Lebeau	Laura	802-753-5897	233 School St. Apt. 2	Bennington		Senior Companion

END OF DOCUMENT

