



# **AREA AGENCY ON AGING AREA PLAN FFY 2026 – FFY2029**

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## Appendix A

### Verification of Intent

The Southwestern VT Area Agency on Aging's Area Plan is hereby submitted for the period October 1, 2025 through September 30, 2029. It includes all assurances and plans to be followed by the submitting agency under provisions of the Older Americans Act and the Area Plan Instructions. The Area Agency on Aging identified shall assume full responsibility to develop and administer the plan in accordance with all requirements of the Act and related State policy. The Area Agency on Aging assumes major responsibility to develop and administer the Area Plan for a comprehensive and coordinated system of services and to serve as the advocate and focal point for older people in the planning and service area.

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

Date 8-5-2025 (signed) Rosemary Greene  
Area Agency on Agency Director

Date 8-5-2025 (signed) HOA GL  
President, Board of Directors

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

Date 7/17/25 (signed) Melissa W. Stewart  
Chairperson, Area Agency on Aging Advisory Council

Date Approved

Commissioner, Department of Disabilities, Aging and  
Independent Living

## **Mission Statement**

The mission of the Southwestern Vermont Council on Aging (SVCOA) is to empower Vermonters to age with dignity, independence, and quality of life.

## **Executive Summary**

Over the past four years, the Southwestern Vermont Council on Aging (SVCOA) has made significant strides in fulfilling its mission to support older Vermonters and their caregivers. Operating under the FFY 22–25 Area Plan, the organization has navigated both accomplishments and obstacles, both shaping its current direction and future goals. At the heart of SVCOA's work lies a commitment to delivering vital services ranging from nutritious meals and case management to caregiver support and wellness initiatives while continuously adapting to the evolving needs of the region's aging population.

## **Progress and Key Achievements**

Under the FFY 22–25 Area Plan, SVCOA achieved substantial advancements in internal operations, community outreach, and service innovation. The agency successfully transitioned over 300 Choices for Care clients with minimal disruption, showcasing the strength and adaptability of its Case Management team. These transitions were supported by ongoing efforts to refine operational standards, re-evaluate staffing structures, and initiate the process of updating and revising job descriptions, specifically bringing them into alignment with NCQA certification protocols.

Financially, SVCOA diversified its revenue streams, securing over \$350,000 in non-governmental funding through grants, donations, and through our Representative Payee program. These funds enhanced SVCOA's ability to meet rising demands while decreasing reliance on federal and state support.

Strategic planning remained a central focus for SVCOA throughout the 2022-2025 area plan. Over the past year and a half, the organization's board, leadership, and staff have worked collaboratively to develop the 2026–2029 Strategic Plan. This process led to the identification of four key pillars to guide future development: strengthening staffing, increasing volunteer engagement, enhancing public awareness, and effectively managing organizational growth. These strategic priorities are designed to support the success of accomplishing SVCOA's 2026–2029 Area Plan goals.

SVCOA's collaborative efforts with the Vermont Aging Network Consortium (VANC) have led to tangible benefits, including a Center of Excellence assessment grant to improve IT systems and ongoing work to enhance financial, HR, and procurement processes. Though early cost savings in health insurance did not materialize, the agency realized savings in other areas, such as assistive devices and office operations. The groundwork laid through this partnership is positioning SVCOA to realize further efficiencies and cost savings.

Another one of SVCOA's achievements has been in nutrition and wellness. The "Locally Yours" CSA program brought fresh, local produce to seniors to help with food insecurity. We hope that we can secure the funding to continue this program, and that additional data will support the food

as medicine initiatives that are gaining traction in state as well as nationally. New food access initiatives like the early conversations of senior center food pantries in collaboration with Hannaford's and transportation support to resources such as Veggie Van Go—are helping overcome logistical barriers. The agency is also promoting therapeutic meals and educating older community residents on how nutrition can support chronic condition management. Instrumental to these successes has been the addition of a staff member who has become a Certified Health and Wellness Coach.

The organization's focus on wellness extends to its partnerships with healthcare providers. In early 2025, SVCOA began aligning its Social Determinants of Health (SDOH) screening tool (WellRx) with local medical partners, enabling a more comprehensive data collection across the age spectrum in our service area. These collaborative efforts are strengthening community health strategies while positioning SVCOA as a key player in regional healthcare conversations. At the same time, new health-focused community outreach events, such as SVCOA's Community Health Days and fall prevention clinics, which improved regional access to preventive care and wellness services, were a success.

SVCOA's Communications Department has played a pivotal role in expanding public awareness and community engagement. Participation in events like National Night Out, May Fest, and Community Health Days drew thousands of attendees, while increased digital outreach efforts, including newsletters and social media, broadened the organization's reach by 349.2%.

Caregiver support remains a priority, and recent efforts have expanded access to programs like **“Mindful Moments,” also known as Memory Café**, in rural communities such as Pownal and Manchester. These initiatives provide much-needed support and connection for caregivers, particularly in underserved areas. Our recent Powerful Tools for Caregivers workshops had the largest attendance in recent years.

SVCOA has also taken a leadership role in addressing social isolation and ageism within our communities. Presentations on ageism, collaboration with Social Tinkering, and support for programs like Trualta and Get Set Up have fostered new opportunities for connection and caregiver education in underserved areas.

### **Challenges and Systemic Gaps**

Despite many achievements, SVCOA continues to face significant structural and systemic barriers. Findings from the 2024 Rutland Community Health Needs Assessment (CHNA) and SVCOA's own Aging Needs Survey identified critical concerns regarding access to food, transportation, affordable housing, and healthcare. These issues were also echoed by the Bennington County Needs Assessment. SVCOA notes that the needs of older adults were not fully addressed in the Bennington CHNA, prompting the agency to advocate for more inclusive planning.

A primary concern is the increasing complexity of client needs, particularly regarding mental health, substance misuse, and family dynamics. Additionally, the shortage of paid caregivers and essential home care workers remains a significant statewide issue. We continue to observe unsustainable reimbursement rates for meals and an increasing disparity between the support

provided to nursing home residents and those aging in place in our communities that are nursing home level of care. SVCOA will continue to advocate for equitable wages, improved reimbursement models, and support for elder care clinicians to bridge these gaps.

### **Future Goals and Advocacy Areas**

Internally, SVCOA is sharpening its focus on financial sustainability and operational excellence. Key goals include diversifying funding sources beyond state and federal contributions, enhancing internal technology and systems in collaboration with the Vermont Aging Network Consortium (VANC), and investing in staff development, wages, and engagement. As demand for services continues to grow, the organization is committed to exploring innovative strategies, refining processes, and forming strategic partnerships to enhance its capacity to serve. The agency is also elevating its commitment to health and wellness promotion. Drawing from data that points to rising health challenges and inactivity among seniors, SVCOA plans to increase support for measurable wellness goals through its health promotion programs. Fall prevention, chronic condition management, and physical activity initiatives will all play a larger role in helping clients live healthier, more independent lives.

Caregiver support remains a focal point, as surveys consistently indicate that caregivers need improved access to information, resources, and respite. In response, SVCOA is advocating not only for higher wages and stronger workforce development for in-home support staff. We will also work to enhance internal tracking systems to measure caregiver engagement and outcomes. These efforts aim to provide more effective and responsive support to caregivers and those they assist.

Recognizing that many of the people we serve face financial and nutritional insecurity, SVCOA is also prioritizing efforts to gather and act on data related to the SDOH data available. The WellRx screening tool, implemented in partnership with organizations in the Rutland region, will help the agency and its collaborators better understand barriers to care and food access. Addressing the health risks of social isolation, shown to be as harmful as smoking, has become a year-long initiative, with plans to expand social engagement programming. It also has SVCOA rethinking and analyzing data supporting the “pen-pal” model of yesteryear to engage older residents and reduce the feeling of isolation.

Case management will remain a cornerstone of SVCOA’s services, with an emphasis on person-centered planning. While this model is currently used for Choices for Care participants, SVCOA aims to expand it to clients served under the Older Americans Act. Each client will be encouraged to set personal goals tied to social or health outcomes, fostering empowerment and measurable progress in their well-being.

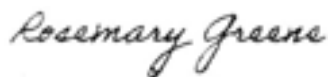
At the same time, SVCOA is reinforcing its commitment to providing therapeutic meals through its home-delivered meals program. This initiative addresses not only nutrition but also health and social connection. Moving forward, the agency will monitor participants’ reported improvements in health as a result of this service to enhance outcomes and support independent living.

Collaboration across the statewide aging network remains a key strategic priority. SVCOA will continue to work closely with fellow Area Agencies on Aging and VANC to achieve shared

goals through cost-saving initiatives, capacity building, and joint advocacy efforts. Together, these efforts reflect a unified commitment to strengthening Vermont's aging services and ensuring that older adults across the region receive the support they need to thrive.

SVCOA stands at a pivotal moment. As we continue to adapt to a rapidly changing landscape, we remain committed to improvement. With a process rooted in planning, testing, evaluation, and strategic adjustment, the agency aims to stay responsive to the evolving needs of an aging population. The agency has demonstrated resilience, innovation, and unwavering commitment in the face of complex challenges. As the aging population in Vermont continues to grow and diversify, SVCOA is well-positioned to meet the moment with data-driven strategies, compassionate care, and a deep commitment to community partnerships. With a continued focus on access, equity, and quality, SVCOA will remain a cornerstone of support for older Vermonters and their caregivers today and well into the future.

In Gratitude,



Rosemary Greene, SVCOA Executive Director

## **SVCOA'S GOALS OVER THE NEXT 4 YEARS**

### **Title III – D Health Promotion and Disease Prevention**

- Total # of clients who participate annually in Health Promotion evidence-based programming.
- # of clients that set a measurable goal

### **Title III – E National Family Caregiver Support Program**

- # of care partners who access information and resources as evaluated by internal tracking systems/database including TCARE. Establish stretch targets in Years 2 and 3 compared to baseline in Year 1
- # of public engagement /outreach activities provided to the public that contain information and resources available to care partners. Establish stretch targets in Years 2 and 3 compared to baseline in Year 1.

### **Title VII - Prevention of Elder Abuse, Neglect and Exploitation**

- # of referrals made to APS from clients who report or SVCOA suspects abuse or exploitation
- # of clients who report they don't feel safe in their home per the WellRX screening tool

**Title III-C Nutrition Home Delivered Meals (HDM)**

- # of clients receiving therapeutic meals
- % of clients who report they have benefited from these meals. Establish stretch goals in Years 2 and 3.

**Title III-B Case Management**

- % of clients who establish at least one social/health related goal on their person-centered plan.
- % of clients who *achieve* at least one social/health related goal on their person-centered plan. Establish stretch targets in Years 2 and 3 compared to baseline in year 1.

**Title III - Community Planning & Systems Development**

- Number of presentations to community groups in the SVCOA Service Area
- Number of outreach attempts to community groups in the SVCOA Service Area

## SECTION B: NEEDS ASSESSMENT

In January 2025, the Southwestern Vermont Council on Aging (SVCOA) launched our 2025 Aging Needs Survey to gather comprehensive feedback on the needs and concerns of older Vermonters in our service area. The survey was made available through the SVCOA website and remained open until the end of February 2025. To maximize reach, the survey was also distributed via an email blast to SVCOA subscribers and during key community events, including a presentation at the Rutland Rotary Club, a Chamber Mixer event at the SVCOA office in Rutland, and the Project Vision monthly meeting. Once the survey was closed for responses, SVCOA met with both the Bennington and Rutland Advisory Councils to discuss and review survey results. The SVCOA Advisory committee meets several times throughout the year and reviewed survey results from both the Rutland & Bennington Community Needs Assessment Surveys as we completed our FY 26-29 area plan.

The qualitative feedback from the survey results provided valuable insights into the challenges faced by older Vermonters. Respondents highlighted several areas of concern, such as.

- Access to information,
- Food security,
- Social isolation,
- Unpaid care partner support.

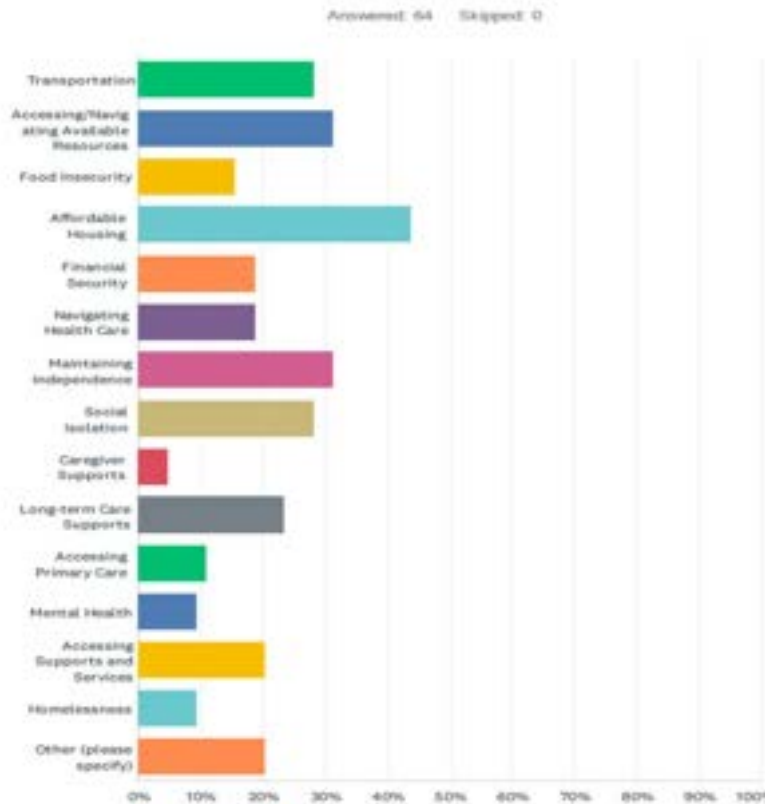
This feedback is instrumental in helping SVCOA identify gaps in service and areas requiring focused attention, ensuring that efforts to support older adults are aligned with their most pressing needs. SVCOA also used the statewide needs assessment survey and caregiver survey to help develop future initiatives.

The 2025 SVCOA Needs Assessment Survey reaffirmed a significant challenge faced by many in our community, ***limited access to affordable housing***. One recent case illustrates this vividly: a new SVCOA Case Manager, in just their first 23 days on the job, successfully secured housing for a homeless CFC (Choices for Care) client who had spent years in and out of hotels and unstable housing. Despite exhaustive efforts, no reasonable housing was available within Vermont. The Case Manager ultimately secured immediate housing for the client in Connecticut, where a housing authority not only accepted the client but arranged transportation across state lines. Although this outcome is a testament to the Case Manager's dedication, it also highlights the growing burden on agency staff and the critical gap in Vermont's housing resources. This situation runs counter to SVCOA's mission to empower Vermonters to age in the setting of their choice.

In response to ongoing needs and in alignment with federal executive orders and the Older Americans Act (OAA) policy and manual, SVCOA will also be developing a standardized process to assess all Helpline calls to ensure they meet the state's definition of "greatest social need", in addition to the poverty data currently collected. This work is part of SVCOA's broader strategy to ensure equity, compliance, and service prioritization for the most vulnerable older Vermonters.

## **2025 SVCOA AGING NEEDS SURVEY RESULTS**

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



### **Top Identified Issues**

#### **Affordable Housing (43.75%)**

Older Vermonters struggle to find safe, accessible, and affordable housing, particularly in rural areas.

##### ***Strategies:***

- Advocate for the development of senior housing
- Offer home modification programs

#### **Accessing and Navigating Resources (31.25%)**

Older adults and caregivers often find it difficult to identify and access available services due to complexity and digital access barriers.

##### ***Strategies:***

- Expand Information & Assistance (I&A) services
- Maintain and update resource guides in print and digital formats
- Support digital literacy, where internet access permits

### **Maintaining Independence (31.25%)**

Many older adults wish to age in place but lack sufficient support for doing so.

#### ***Strategies:***

- Promote evidence-based wellness programs
- Advocate for in-home and personal support services

### **Transportation (28.13%)**

Transportation remains a significant barrier to health care, food access, and social connection.

#### ***Strategy:***

- Grow volunteer driver programs through community partnerships

### **Social Isolation (28.13%)**

Rural living and limited mobility contribute to widespread isolation among older adults.

#### ***Strategies:***

- Expand social and intergenerational programs
- Improve access to technology-based connection tools, acknowledging internet limitations

## **Additional Gaps and Challenges**

- **Workforce Shortages** in aging services limit capacity and strain service delivery.  
***Strategy:*** Expand recruitment efforts in partnership with local community development initiatives.
- **Limited Mental Health Services** leave many older Vermonters without access to appropriate care.  
***Strategy:*** Advocate for age-specific in-home counseling.
- **Caregiver Burnout** is a growing concern as informal caregivers lack sufficient support.  
***Strategy:*** Continue to grow respite care, provide targeted information on caregiver support groups, and stress management through Powerful Tools for Caregivers.

## **Existing Supports**

These existing services provide a strong foundation to build upon.

- **Home Delivered Meals (HDM)**
- SVCOA Wellness Programs
- Home Health Agencies
- Senior Centers
- Choices for Care (CFC)

As Vermont's population continues to age, proactive and targeted strategies are essential to meet the evolving needs of older adults. This assessment underscores the urgent need for investments in housing, infrastructure, caregiver and mental health support, and the aging services workforce. SVCOA and its partners remain committed to addressing these issues through collaboration, innovation, and responsive programming.

## SECTION C: COMMUNITY FOCAL POINTS

**Focal Point Name:**

CAFÉ- Bennington County Meals Program-

**Focal Point Address:**

124 Pleasant Street, Bennington VT 05210

**Key Agency Staff Onsite and Contact Information:**

Ilsa Svoboda, 802-442-8012, isvoboda@mowbennington.org

**How does the AAA work to ensure that OAA services are accessible to the public from the focal point?**

SVCOA representatives present public forums, information/literature on site, relationship building with staff.

| OAA Programs                                                                                                                | Non-OAA Programs                                                                                                                                           |
|-----------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Congregate meals, <b>home delivered meals (HDM)</b> , nutrition counseling and nutrition education, Evidence-based programs | The café is open to the whole community including non-OAA individuals, including a food pantry. This Café may also provide referrals to SVCOA OAA Programs |

**Focal Point Name:**

Bennington Senior Center

**Focal Point Address:**

124 Pleasant Street, Bennington VT 05210

**Key Agency Staff Onsite and Contact Information:**

Wendy Scott – 802-500-2770

**How does the AAA work to ensure that OAA services are accessible to the public from the focal point?**

SVCOA representatives present, public forums, information / literature on site, relationship building with staff, transportation planning / coordination.

| OAA Programs                                                                     | Non-OAA Programs                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|----------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Access to transportation and legal assistance. Evidence based Wellness Programs. | 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 (SHIP), public assistance, home health care, and mental health. This center may also provide referrals to SVCOA OAA Programs |

**Focal Point Name:**

Bennington Project Independence

**Focal Point Address:**

614 Harwood Hill Rd, Bennington, Vermont 05201

**Key Agency Staff Onsite and Contact Information:**

Linda Wichlac, 802-442-8136

**How does the AAA work to ensure that OAA services are accessible to the public from the focal point?**

Literature provided, coordination of services with BPI staff.

| OAA Programs                                                                                          | Non-OAA Programs                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|-------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Congregate meals, access to transportation, caregiver support and case management/options counseling. | 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. SVCOA Literature provided, coordination with BPI staff etc. This center may also provide referrals to SVCOA OAA Programs |

**Focal Point Name:**

|                       |
|-----------------------|
| Brandon Senior Center |
|-----------------------|

**Focal Point Address:**

|                                         |
|-----------------------------------------|
| 591 Forest Dale Road, Brandon, VT 05733 |
|-----------------------------------------|

**Key Agency Staff Onsite and Contact Information:**

|                            |
|----------------------------|
| Kathy Mathis, 802-247-3121 |
|----------------------------|

**How does the AAA work to ensure that OAA services are accessible to the public from the focal point?**

|                                                                                                                                        |
|----------------------------------------------------------------------------------------------------------------------------------------|
| Coordination and communication between SVCOA staff and senior center, educational materials, occasional presence of options counselor. |
|----------------------------------------------------------------------------------------------------------------------------------------|

| OAA Programs                                                                            | Non-OAA Programs                                                                                                                                                                                              |
|-----------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Access to transportation, case management, options counseling and nutritional education | 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. This center may also provide referrals to SVCOA OAA Programs |

**Focal Point Name:**

|                         |
|-------------------------|
| Castleton Senior Center |
|-------------------------|

**Focal Point Address:**

|                                       |
|---------------------------------------|
| 2108 Main Street, Castleton, VT 05735 |
|---------------------------------------|

**Key Agency Staff Onsite and Contact Information:**

|                                               |
|-----------------------------------------------|
| JoAnn Riley, Executive Director, 802-468-3098 |
|-----------------------------------------------|

**How does the AAA work to ensure that OAA services are accessible to the public from the focal point?**

|                                                                                                                                                               |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------|
| SVCOA representatives present, public forums, information / literature on site, relationship building with staff, and transportation planning / coordination. |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------|

| OAA Programs                                                                                     | Non-OAA Programs                                                                                                                                                                                                                                                          |
|--------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Evidence Based wellness programs, congregate meals, nutrition education and nutrition counseling | Castleton Senior Center is a multipurpose center that serves as a focal point in the community, offering a wide range of services and activities and a variety of social, educational, and fitness programs. This center may also provide referrals to SVCOA OAA Programs |

**Focal Point Name:**

Godnick Senior Center

**Focal Point Address:**

1 Deer Street, Rutland, VT 05701

**Key Agency Staff Onsite and Contact Information:**

April Cioffi, Program Director, 802-773-1853

**How does the AAA work to ensure that OAA services are accessible to the public from the focal point?**

SVCOA representatives present public forums, provide information/literature on site, develop relationships with staff to promote access to services that SVCOA provides. Education on various services to staff.

| OAA Programs                                                                                | Non-OAA Programs                                                                                                                                                                                                                                                                                           |
|---------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Congregate meals including therapeutic diets, nutrition education and Nutrition Counseling. | 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. This center may also provide referrals to SVCOA OAA Programs |

**Focal Point Name:**

Poultney Young at Heart

**Focal Point Address:**

206 Furnace Street Poultney, VT 05764

**Key Agency Staff Onsite and Contact Information:**

Carie Lafonde - 802-287-9200

**How does the AAA work to ensure that OAA services are accessible to the public from the focal point?**

SVCOA representatives present, public forums, information / literature on site, relationship building with staff.

| OAA Programs                                                                                                                          | Non-OAA Programs                                                                                                                                                                                               |
|---------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Tai Chi, Evidence based Wellness Programs, congregate meals including therapeutic options, nutrition education, nutrition counseling. | Poultney Young at Heart is a multipurpose center that serves as a focal point in the community, offering a wide range of services and activities. This center may also provide referrals to SVCOA OAA Programs |

**Focal Point Support, Presence and Development**

SVCOA continues to maintain strong relationships with current community meal sites, which also serve as an important focal point for nutrition support, information gathering, and socialization. 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 increase its support of, and presence at, additional focal points moving forward. A few geographical areas that SVOCA plans to focus on are Manchester, Pownal, Pittsford, Rupert. Areas where there isn't current infrastructure and are known for geographical service deserts SVCOA will continue to work on establishing focal points.

## **SECTION D: GOALS, OBJECTIVES, STRATEGIES, PERFORMANCE MEASURES**

### **CORE OAA Programs: Vision, Goals & Strategies**

**Title III: Community Planning & Systems Development**

**Title III-B: Case Management**

**Title III-C: Nutrition**

**Title III-D: Health Promotion & Disease Prevention**

**Title III-E: National Family Caregiver Support**

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

### **Area Plan 2026-2029**

### **RBA Goal Template**

**Goal/Outcome:** The primary focus of the SVCOA Community Planning and Systems Development Department is to engage with older Vermonters, families, unpaid Caregivers and new potential focal point partners to enhance their understanding of the full range of programs, services, and support available through SVCOA, this includes older Vermonters living in SVCOA service areas that have limited or no access to internet services. Ensuring that older residents and the community are well-informed and can easily access the comprehensive supportive services we offer. SVCOA uses Title III Funding from the OAA to provide support to our communities and older residents for the services that SVCOA coordinates.

### **PROGRAM: Title III - Community Planning & Systems Development**

**Who does the program serve?** SVCOA offers support, information and resources to older Vermonters, unpaid caregivers, and younger disabled individuals, as well as their families, as they navigate the search for assistance. The Development & Communications Department at SVCOA is pivotal in increasing awareness about the wide array of supportive services provided by our organization. Moreover, we actively engage with established community partners to refer and connect individuals to additional supportive programs or services that may not be directly provided by SVCOA.

**What does the program do?** The SVCOA Development & Communications Department is crucial in designing outreach initiatives as well as creating and producing engaging media strategies to effectively highlight various SVCOA programs. This department is tasked with spreading information and boosting awareness about the comprehensive services and resources available to older Vermonters, their caregivers, families and community hubs across various media channels. Additionally, it handles donor relations and management, ensuring strong connections and sustainability with supporters to further our mission.

### **Headline Performance Measures**

1. *Number of presentations to community groups in the SVCOA Service Area*
2. *Number of outreach attempts to community groups in the SVCOA Service Area*
3. *Number of New Focal Points Established*

**Story Behind the Baseline:** In SVCOA's 2025 Aging Needs survey 30% of respondents indicated accessing and navigating resources as a top concern. For FFY26, SVCOA established a baseline goal to conduct one presentation per month to community groups in a different town in SVCOA's service area. Community groups are viewed as potential conduits to reach current and potential Older Americans Act (OAA) participants including those who may not directly engage with SVCOA but benefit from indirect outreach through trusted local networks such as libraries, faith-based organizations, civic clubs, housing sites, senior centers and VA groups. These presentations serve as both an outreach mechanism and a referral pathway. New Focal Points will be implemented through a structured and strategic approach that aligns with our broader outreach goals and commitment to equitable service access. A "focal point" refers to a community-based location or organization that serves as a trusted, consistent hub for older Vermonters, caregivers, and families to access SVCOA's services, information, and support. These may include libraries, senior centers, faith-based organizations, meal sites, public housing communities, or civic groups particularly in towns identified as underserved or disconnected due to barriers like limited internet access, rural isolation, or high rates of poverty and disability.

SVCOA will identify and formalize relationships with new focal points based on geographic location, service gaps, community readiness, and potential for collaboration. Presentations at these sites will not only serve as outreach but will establish and maintain them as ongoing access points for Older Americans Act (OAA) services.

Over the next three years, we aim to increase this frequency to two presentations per month in FFY27, three in FFY28, building the presentations into interactive, program specific workshops with a goal to maintain high engagement into FFY29. Factors influencing these goals include staffing and resource availability, strength of community partnerships, and audience engagement levels.

**What Works:** SVCOA recognizes that outreach, awareness, and access, while related, are distinct elements of service engagement, each requiring targeted strategies. **Outreach** encompasses the proactive effort to engage older Vermonters and community partners. SVCOA has implemented a multi-tiered approach that ensures inclusive outreach, particularly for older Vermonters with no or limited internet access. **Awareness** ensures individuals understand available services. **Access** involves reducing barriers to utilizing those services.

Beyond staff training and visibility, SVCOA is advancing improvements across service design and delivery by incorporating focal point and presentation participant co-design in building outreach efforts including presentations to a specific community based on that community's identified area of interest, enhancing navigation support through educating community partners and focal points, and ensuring SVCOA materials are accessible across multiple formats, literacy levels and spoken languages. Cross-training between internal departments ensures seamless client experiences across programs, and embedded feedback loops such as pre and post

presentation surveys will allow SVCOA to adapt strategies in real-time to better meet the needs of underserved and high-need populations. This expanded definition and multi-pronged approach illustrates that SVCOA's strategy extends beyond visibility or staff training, it is focused on systemic, community-centered service design improvements that foster equitable and effective access.

In the past, outreach was largely opportunistic and episodic. Under this current plan, SVCOA is implementing a structured and strategic outreach, awareness and access model with clear performance benchmarks. The new approach builds in monthly presentations, each tailored by topic relevance, and partnership/focal point potential. This includes integration with health and wellness programs, caregiver education, and benefit access initiatives.

Bennington county has a poverty rate of 11% with an SVI (Social Vulnerability Index) of 1.0 placing it at the highest level of social vulnerability

[https://svi.cdc.gov/Documents/CountyMaps/2020/Vermont/Vermont2020\\_Bennington.pdf](https://svi.cdc.gov/Documents/CountyMaps/2020/Vermont/Vermont2020_Bennington.pdf) While in Rutland County, the poverty level is approx 12%, 1 in 4 adults are over 64 and 1 in 4 adults lives with a disability according the 2024 Community Health needs assessment.

All towns in SVCOA service area are considered rural.

<https://www.census.gov/quickfacts/fact/table/rutlandcountyvermont/PST045223>

Research and experiences from outside our community suggest that well-trained and passionate outreach staff are critical to the success of outreach programs. Their ability to connect with the audience and convey information effectively is a major driver of program success. Regular feedback mechanisms such as participant surveys are vital; they allow us to adapt and refine our approach continuously, ensuring our services remain responsive to the needs of the community.

Furthermore, enhancing visibility through local media and direct mailings have proven beneficial by drawing attention to SVCOA services and reaching a broader audience that does not have access to the internet. While online communication remains a key component of outreach, SVCOA is prioritizing **offline strategies** to engage high-need, rural, and digitally disconnected individuals. To build on what works and achieve better results, we need to invest in building our outreach team and outreach training, while also continuing to develop robust partnerships with identified focal points as well as leveraging technology to track and analyze the impact of our initiatives. By aligning our strategies with proven practices and adapting based on direct feedback and research, we can further enhance our outreach efforts and more effectively serve older Vermonters in the SVCOA Service Area.

**Partners:** For SVCOA's outreach and engagement initiatives, a diverse array of potential partners exists across both public and private sectors, each playing a crucial role in enhancing the effectiveness and reach of our programs. State and local agencies like DAIL, VANC & V4A are essential for their support in funding, resources, and policy advocacy, which help scale local outreach efforts across our service region. Local Healthcare providers such as hospitals, clinics, and health systems are vital, as they interact directly with a significant portion of the older population and can assist in integrating SVCOA health and wellness programs into their programs offering the public access to robust HCBS services. Local Community and senior

centers serve as hubs for older adults and offer venues for presentations and workshops, making them key in increasing awareness, disseminating information, and hosting events.

Collaborations with other nonprofit organizations with a focus on intergenerational initiatives can lead to shared resources and enhanced advocacy efforts. Corporate sponsors, particularly those in healthcare, technology, and senior services, can offer financial support and technological solutions that enhance outreach capabilities. Due to our service areas lack of internet infrastructure as well as lack of direct internet access within Vermont's older population, local media outlets and direct mailings play a pivotal role in promoting SVCOA events and initiatives, thereby increasing visibility and community engagement. Lastly, social service agencies that offer complementary services such as transportation, and legal aid can help provide a more integrated service offering to the community. By fostering strong relationships with a wide range of partners, SVCOA will continue to expand its reach and more effectively meet the needs of older Vermonters and their families.

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

1. **Strategy 1- Specific action to be taken.** To enhance the performance of SVCOA's awareness, outreach and access initiatives, our action plan combines immediate steps with long-term strategies. Over the next one to two years, we plan to expand the number of outreach community presentations to each of the 31 towns SVCOA serves while integrating regular feedback mechanisms to gather insights from participants and identified "focal point" partners while enhancing our "off-line" awareness presence via a focus on "grassroots" media efforts such as public TV and direct mailings to complement in-person presentations. Each presentation will include an assessment of the site's potential to serve as a formal SVCOA focal point. This includes outreach staff evaluating the location's accessibility, consistency of older adult traffic, willingness to collaborate on service delivery, and ability to support navigation and awareness assistance in accessing SVCOA for residents. These focal points will be reinforced through ongoing partnership development, cross-training with SVCOA staff, and material distribution to ensure continuity of information and engagement.
2. **Strategy 2- Specific action to be taken.** Looking further ahead, our long-term strategies for the next three to five years include developing multi-year partnerships with community focal points to ensure ongoing collaboration and support while growing our outreach, awareness and access efforts. We'll introduce or enhance existing efforts based on community feedback and identified needs, and work towards securing sustainable funding through, sponsorships, donor programs and available grants funds. Additionally, we will continuously monitor the effectiveness of all activities and will track the establishment of focal points while adapting our strategies based on performance data and changing community needs. Feedback gathered from participants, partners, and community surveys along with demographic data and indicators of social vulnerability will help prioritize which towns and sites become focal points, ensuring that rural, low-

income, and high-need individuals are consistently reached. This dynamic approach ensures our outreach efforts remain relevant and effective, supporting our mission to help Vermont's older adults live with dignity and independence.

3. **Etc.** - How SVCOA ensures rural, low-income, and high-need individuals are reached:

- Targeted Site Selection: Focal Point locations are selected based on known service gaps, transportation access limitations, or high rates of food or housing insecurity. Geographic focus includes underserved rural towns in SVCOA's service region.
- Low-Tech Communication Channels: Recognizing the digital divide, and lack of statewide internet infrastructure, SVCOA enhances outreach, awareness and access efforts by using direct mail, local print community newspapers, town newsletters and printed flyers.
- Community Partner Verification: Outreach Presentations often occur in coordination with partners (e.g., libraries, senior centers, meal site coordinators), who provide informal confirmation of audience demographics. Sign-in sheets and follow-up contacts are also used to assess reach.

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## Area Plan 2026-2029

### RBA Goal Template

**Goal/Outcome:** OAA Case management clients will report health related social need (HRSN) improvements related to at least one social/health related goal in their person-centered plan. SVCOA goals are interconnected through the AAA Network. SVCOA Staff will become SME's (Subject Matter Experts) through V4A, community resource training, State Gov't training, and through NCQA best practices. SVCOA will use Title III Funding from the OAA to provide support to our communities and older residents for the services that SVCOA coordinates.

#### **PROGRAM: Title III-B Case Management**

**WHO does the program serve?** Older Vermonters with greatest economic need, older Vermonters with greatest social need, and older Vermonters at risk for institutional placement.

**WHAT does the program do?** A service provided to an older individual, through a referral from the older individual, a family member of the individual or a community partner, to assess the needs, and to arrange, coordinate, and monitor an optimum package of services to meet the needs of the older individual.

#### ***Headline Performance Measures***

- 1. % of clients who establish at least one social/health related goal on their person-centered plan.***
- 2. % of clients who achieve at least one social/health related goal on their person-centered plan. Establish stretch targets in Years 2 and 3 compared to baseline in year 1.***

**Story Behind the **Baseline**:** Case Management Team uses a person-centered approach and helps clients determine what possible options of care are available as they make their decisions.

**What Works:** Case management should focus on person-centered goals, ensuring that clients' choices and preferences are at the core of the care process. Clients should be fully informed about all available care options, enabling them to make empowered decisions that align with their values and goals. Supporting clients in maintaining control over their health decisions is crucial to helping them remain engaged. As individuals' needs change, navigating the complexities of care can become more challenging. Case managers must work closely with clients to assess their evolving needs and provide support, all while respecting the client's goals and maintaining their autonomy. Building and nurturing a strong, trusting relationship between case managers and clients is vital to ensure that care is tailored to meet the individual's unique needs, ultimately improving their quality of life.

**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, Project Vision Situation Table, Bennington Blueprint, Rutland Community Collaborative.

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

**Strategy 1- Specific action to be taken.** It's crucial for clients to feel valued and included in the decision-making process. Case Managers will ensure this by consistently assessing the client, their needs and goals and developing a person-centered plan alongside clients and their support networks.

**Strategy 2- Specific action to be taken.** Consistently applying our detailed person-centered plan for all clients, which outlines their social and health goals, concerns, and the steps to achieve these. Continuously collaborating with medical providers to enhance care coordination, ensuring that everyone is aligned with the client's goals and respects their decision-making process.

**Etc.** Regularly engaging and informing and clients and support about all available resources, enabling our clients to make well-informed decisions based on what our community offers. Connect to further resources before closing case.

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## Area Plan 2026-2029

### RBA Goal Template

**Goal/Outcome:** Clients receiving **Home Delivered Meals (HDM)** therapeutic meals will report an improvement in their health condition for which the therapeutic meals address. SVCOA goals are interconnected through the AAA Network. SVCOA will use Title III Funding from the OAA to provide support to our communities and older residents for the services that SVCOA coordinates

#### **PROGRAM: Title III-C Nutrition **Home Delivered Meals****

**WHO does the program serve?** Nutrition Program Services are targeted towards older adults including those who are low-income older adults, minority older adults, older adults living in rural communities, older adults with limited English proficiency and older adults at risk of institutional care.

**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.

#### ***Headline Performance Measures:***

1. *# of clients receiving therapeutic meals.*
2. *% of clients who report they have benefited from these meals. Establish stretch goals in Years 2 and 3.*

**Story Behind the **Baseline**:** Approximately 75% of American's dietary intake is insufficient in fruits, vegetables, and dairy. Furthermore, 63% of Americans exceed the recommended limit for added sugars, 77% surpass the limit for saturated fats, and 90% exceed the Chronic Disease Reduction limits for sodium intake. Additionally, 6 in 10 Americans are living with one or more diet-related chronic diseases, and while many Americans express a desire to improve their diet, many lack the knowledge to do so. Factors such as diminished appetite, a reduced sense of taste and smell, difficulty chewing or swallowing, and mobility loss contribute significantly to malnutrition in older adults. For many seniors, the issue is not overeating but failing to consume sufficient nutrients at a time when proper nutrition is more crucial than ever. A growing body of research supports the positive impact of home-delivered meals on the health and well-being of homebound older adults. This research serves as the foundation for exploring specialized interventions designed to address the unique medical and nutritional needs of individuals living with chronic illnesses, regardless of age—known as therapeutic meal options. Our goal is to expand our therapeutic meal offerings to continue supporting clients with chronic illnesses. Research has shown that such meals can help individuals with current medical conditions maintain or even improve their health.

**What Works:** SVCOA currently partners with three **Home Delivered Meal (HDM)** providers who are capable of offering therapeutic diets. These options include regular/heart-healthy, diabetic, renal, lactose- free, gluten-free, and vegetarian diets. We can also provide pureed and mechanically soft

options. Over the next four years, we will review the contracts of each provider to assess their potential to expand into community meal offerings.

**Partners:** SVCOA Case Managers and other staff, 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, Phoebe Flemming (SVCOA Registered Dietitian) and The Vermont Foodbank.

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

**Strategy 1- Specific action to be taken** Through outreach efforts SVCOA will identify new partners/focal points as referral sources for therapeutic meal services.

**Strategy 2- Specific action to be taken.** Launch additional community awareness campaigns around therapeutic meals. Educate the public via awareness efforts around the differences between a therapeutic meal vs. medically tailored meal since SVCOA does not offer medically tailored meals.

**Etc.** - Provide nutrition materials to 100% of new clients. Implement client satisfaction surveys and use feedback to revise dietary needs and preferences.

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## **Area Plan 2026-2029 RBA Goal Template**

**Goal/Outcome:** Percentage of OAA Health Promotion Program participants that join and complete an evidence-based wellness program and set a measurable goal. SVCOA goals are interconnected through the AAA Network. SVCOA will use Title III Funding from the OAA to provide support to our communities and older residents for the services that SVCOA coordinates

### **PROGRAM: Title III – D Health Promotion and Disease Prevention**

**WHO does the program serve?** Older Vermonters who attend an evidence-based wellness program.

**WHAT does the program do?** Wellness programs can improve balance, strength, address chronic conditions and decrease social isolation

#### ***Headline Performance Measures:***

1. *Total # of clients who participate annually in Health Promotion evidence-based programming.*
2. *# of clients that set a measurable goal.*
3. *Target 5-10% increase in client participation year over year.*

**Story Behind the **Baseline**:** While a number of OAA clients have expressed interest in, and do participate in evidence-based programs, a gap remains in terms of increasing engagement, program completion, and specific goal setting. Many clients start the programs but do not finish, and fewer still set measurable goals that are tracked over time. Several factors may contribute to this, including limited awareness of available programs, difficulty in accessing resources, and, for some, a lack of motivation or understanding of how to set achievable health and wellness goals. There may also be an underlying issue of inconsistent communication with participants regarding program benefits, as well as barriers like transportation challenges, cognitive limitations, and a lack of confidence in using technology for virtual program participation.

**What Works:** NCOA documentation supports that evidence-based wellness programs effectively improve balance, strength, manage chronic conditions, and reduce social isolation among older adults. Tailored approaches that address individual needs and barriers can enhance participation and completion rates.

**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, Pittsford Rec Dept.

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

**Strategy 1- Specific action to be taken.** To engage participants in our program, the following action plan has been developed. Enhance engagement, motivation and strengthen

communication to foster deeper engagement, we will meet with clients at the start of their participation to set personalized goals. Regular feedback and progress tracking will also be implemented to keep participants informed and motivated throughout their journey.

Communication with participants will be maintained and strengthened through regular updates.

**Strategy 2- Specific action to be taken.** Set clear goals and benchmarks for participants. Each participant will have clearly defined, measurable goals with a tailored plan to achieve them. We will also set targets for a year-over-year increase in client participation, with these targets being adjusted based on the outcomes of annual reviews.

**Etc.-** Monitor and evaluate class and individual participation. To maintain high standards and adaptability, participation rates, completion rates, and goal setting will be continuously monitored. This structured approach ensures a dynamic and responsive framework that not only meets the current needs of participants but also adapts to future requirements.

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## Area Plan 2026-2029 RBA Goal Template

**Goal/Outcome:** Unpaid caregiver will have improved access to information, support and services. SVCOA goals are interconnected through the AAA Network. SVCOA will use Title III Funding from the OAA to provide support to our communities and older residents for the services that SVCOA coordinates

**PROGRAM:** Title III – E 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 unpaid caregivers who reside in the SVCOA service area as well as older Vermonter kinship caregivers caring for grandchildren.

**WHAT does the program do?**

Provides unpaid family care partners 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 NRCSP Caregiver Respite and Community Education Grants, care partner support groups, memory cafes, general care partner support (via phone calls, office visits, emails and community events), a care partner assessment and a care partner resource guide, all of which help to promote caregiver wellness and sustainability.

**Headline Performance Measures:**

1. *# of care partners who access information and resources as evaluated by internal tracking systems/database including TCARE. Establish stretch targets in Years 2 and 3 compared to baseline in Year 1.*
2. *# of public engagement /outreach activities provided to the public that contain information and resources available to care partners. Establish stretch targets in Years 2 and 3 compared to baseline in Year 1.*

**Story Behind the Baseline:** National data indicates that many unpaid care partners face challenges in accessing information, support, and services. Approximately 39.8 million Americans, or 16.6% of the population, provide care to adults with disabilities or illnesses. While care partners provide invaluable support to older adults and individuals with disabilities, many report challenges in accessing the information, resources, and services they need to effectively care for their loved ones. Feedback from care partners indicates a gap in available resources, insufficient guidance on available services, and difficulty navigating complex systems of care. As a result, care partners may feel overwhelmed, unsupported, and unsure of where to turn for assistance. By addressing the barriers unpaid care partners face in accessing necessary information and support, we aim to empower them with the tools and resources they need to provide high-quality care while reducing their stress and isolation. This will improve the care partners well-being and enhance the care they can provide for their loved ones.

**What Works:** Ensure that an updated list of community resources is accessible to unpaid care partners and their families on the SVCOA website. This list includes community designated agency mental health providers with expertise in care partner support. Enhance SVCOA's outreach by promoting these resources through our social media platforms and website, ensuring easy access and visibility. Additionally, we have incorporated the use of the Caregiver Support Survey/Assessment (T-Care) on our website to help unpaid care partners assess their needs and the risk of stress and burden. This enables more targeted support and provides care partners with the tools they need to manage their responsibilities effectively.

**Partners:** SVCOA staff, Rutland Mental Health (RMH) Bayada, VNA, At Home Senior Care, Ava's, Medical providers. VT Kin as Parents, Boys & Girls Club, Mentor Connector, Rutland County Parent Child Center, Substance Misuse Centers

**Action plan:** What do we propose to actually do? What will we do to improve/strengthen/sustain performance? This can be a combination of things which could be done immediately and things which are part of a multi-year strategy. To achieve the goal of improving access to information, support, and services for unpaid care partners, SVCOA will implement the following strategies. SVCOA has not in the past tracked the # of caregivers who access caregiving resources in the past, especially for Tualta.

**Strategy 1- Specific action to be taken.** SVCOA will continue to update and maintain access caregiving resource guides while continuously evaluating and reviewing other organizations and community resource guides that compile information on available services, support groups, and resources specific to unpaid caregivers. These guides are currently accessible both online on the SVCOA website and in print. SVCOA will continue to enhance our online presence for unpaid caregivers by maintaining and updating the SVCOA website that includes a dedicated section for unpaid care partners. This section offers easy navigation to resources

**Strategy 2- Specific action to be taken.** Establish partnerships with local organizations and provide training to those partners on caregiver information access. Collaborate with healthcare providers, nonprofit organizations, and community hubs to broaden the network of support for unpaid caregivers. These partnerships can help in disseminating information and facilitating more comprehensive support services. Continue to offer training sessions for care partners through Tualta and GetSetUp. These sessions cover digital literacy for older adults, tips and support on navigating the caregiving journey, and how to advocate for their care receiver and themselves.

**Etc. -** Launch advocacy campaigns to raise awareness about the challenges faced by unpaid caregivers and the importance of societal support. These campaigns can also work towards influencing policy changes to provide better support systems for caregivers.

This action plan aims to enhance the accessibility and quality of support available to unpaid care partners, ensuring they have the necessary tools and information to manage their roles effectively.

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## Area Plan 2026-2029 RBA Goal Template

**Goal/Outcome:** Staff will report improved knowledge of abuse and exploitation and make appropriate referrals. SVCOA will use Title III Funding from the OAA to provide support to our communities and older residents for the services that SVCOA coordinates

### **PROGRAM: TITLE VII - 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 being exploited or feels unsafe,
- Connect staff and individuals to resources
- Uses a Person-Centered approach in monitoring and assessing clients
- Implements additional training to identify abuse and/or exploitation.
- Provides resources to evaluate the safety of an individual in their setting of choice.

#### ***Headline Performance Measures:***

- 1. # of referrals made to APS from clients who report or SVCOA suspects abuse or exploitation***
- 2. # of clients who report they don't feel safe in their home per the WellRX screening tool***
- 3. # of staff and community members who complete APS Training***

**Story Behind the Baseline:** For many years, the issue of elder abuse, neglect, and exploitation was hidden in plain sight. Families and communities were often unaware of the severity of these problems, and many older adults suffered in silence. Older Vermonters, especially those living alone or in vulnerable situations, became easy targets for exploitation and neglect, with few resources dedicated to helping them. In the early days of this issue, the focus was largely reactive. Legal and social systems were not yet equipped to handle the complexities of elder care, and societal attitudes often dismissed the concerns of older adults as part of aging. Advocates and professionals began to recognize that preventing elder abuse, neglect, and exploitation was far more effective than reacting to it. This realization led to a stronger emphasis on education, awareness, and community involvement in protecting older adults. The public began to see that elder abuse was not an isolated issue, but a societal problem that required collective responsibility. Communities started coming together to ensure that older adults were treated with respect, dignity, and care. Training initiatives were established to help professionals recognize the warning signs of elder abuse, neglect, and exploitation. These programs focused on identifying subtle signs that might otherwise be overlooked, such as a sudden change in financial circumstances, unexplained injuries, or withdrawal from social activities. These efforts were designed not only to respond to incidents but to prevent them from occurring in the first place. While the curve is still evolving, and challenges persist, the story behind the curve is one of awareness, education, and action. Through continued efforts to raise awareness and provide resources, communities are learning that the prevention of elder abuse, neglect, and exploitation requires a unified approach, where each of us plays a role in safeguarding our older generations.

**What Works:** Continuous training to staff and community partners and their role in supporting older Vermonters. Effective strategies for addressing elder abuse, neglect, and exploitation focus on enhancing knowledge and responsiveness among staff members, leading to better protection for older Vermonters. The successful approach has centered around several key measures: increasing the number of substantiated referrals made to Adult Protective Services (APS) when abuse or exploitation is reported or suspected, monitoring client safety and ensuring that staff complete specialized APS training. Over time, shifting from reactive to proactive measures has proven essential. Early education and awareness initiatives have significantly contributed to a broader understanding of elder abuse as a serious societal issue, not just an isolated problem. To effectively address the concerns of clients who report feeling unsafe in their homes as identified through the WellRX screening tool, we believe a proactive and supportive approach will prove effective. Ensuring that staff are well-trained to recognize and respond to these reports is critical.

**Partners:** Rutland Regional Medical Center, Southwestern Vermont Medical Center, Bennington Project Independence. 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:** What do we propose to actually do? What will we do to improve/strengthen/sustain performance? This can be a combination of things which could be done immediately and things which are part of a multi-year strategy.

**Strategy 1 – Specific action to be taken.** To achieve the goal of improving staff and community partners' knowledge on abuse and exploitation and enhancing their ability to make appropriate referrals, as well as identifying older Vermonters who don't feel safe in their home per the WellRx screening tool SVCOA will implement the following action plan. Support and Resources for Staff, provide opportunities for debriefing sessions and counseling for staff involved in intense cases. Comprehensive APS Training, work with DAIL Staff on regular training sessions and/or saved video trainings for staff.

**Strategy 2- Specific action to be taken.** Implement a standardized system for monitoring and reporting suspicions of abuse or exploitation. Use the WellRX screening tool to regularly assess client safety in their homes and establish a protocol for immediate action when clients report feeling unsafe.

**Etc. - Community Education and Awareness.** Raise public awareness about the signs of elder abuse, neglect, and exploitation through training initiatives.

By implementing this action plan, SVCOA can enhance its staff's ability to effectively recognize and respond to incidents of elder abuse, ensuring that vulnerable older adults receive the protection and care they deserve. This proactive approach not only addresses immediate needs but also contributes to the broader societal effort to prevent elder abuse.

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## **SECTION E**

### **AGENCY PLAN FOR DATA MANAGEMENT AND / OR DEVELOPMENT - Please provide your agency's plan for managing your internal database, implementation, utilization, and compliance with Older American Act Performance System (OAAPS) reporting.**

First, SVCOA has found success in our Peer Place Users group with the three other AAAs in Peer Place. We continue to meet regularly every quarter, where discussion ranges from how we are all capturing data, as well as more recently the mapping of the data we collect.

Our agency will manage our internal database through the following strategies:

- We will continue to look at our data integrity and security by assessing our security measures, including regular backup from our vendor Peer Place. Our staff are continuously trained in the protection of sensitive information. Access is restricted to our internal database and must be approved by supervisors, allowing only authorized personnel to access the database.
- All data will be verified by our supervisors and data manager. Incorrect data will be corrected, reviewing our control process to mitigate further errors. SVCOA is reviewing the missing data quarterly, which will help to also ensure that our data remains in compliance with OAAPS reporting. Staff will be periodically trained on proper data entry standards to maintain a consistent approach.
- Our Vendor, Peer Place works with ACL on forthcoming changes and implements the necessary updates to our database. They provide backend testing to ensure compliance.
- SVCOA ensures that a Release of Information (ROI) is on file for all clients. We execute formal contracts or Memorandums of Understanding (MOUs) with our providers, including Senior Centers, which clearly outline the required deliverables. For most programs, client applications or referral forms are also in place to ensure the client is informed and engaged in the process. The State Unit on Aging (SUA) has approved various contracts on behalf of SVCOA that define service expectations. Examples include agreements with Bennington Project Independence for multiple service areas and with Rutland Mental Health for a range of counseling programs provided in partnership with SVCOA. As a suggestion, it may be beneficial to include copies of these contracts or MOUs with the February or August updates to provide additional context and documentation.

To ensure that SVCOA has smooth implementation of OAAPS reporting requirements we follow our internal standards which include:

- Training and Staff Support, continuously monitoring for errors or omissions. Correcting as needed promptly, establishing time to assess our performance measures, and reminding staff of reporting deadlines and the definitions for units and data elements.
- We have established regular review cycles, currently quarterly, to monitor and assess adherence to OAAPS reporting standards. This includes conducting internal audits and confirming that data is aligned with OAAPS criteria.

SVCOA uses the data that is collected within the OAAPS reporting to analyze the number of people served and the cost per unit. This helps to inform us of strategic decisions that will one, help us improve service delivery, and two find cost efficiencies. We also use the data collected for program evaluation. In 2025 we have added (Social Drivers of Health) SDOH information which is included in our assessment tools which are uploaded as an attachment into our database to help us collect and evaluate the effect that they have on the older population in our service area. Data is analyzed quarterly. We are always looking for continuous improvement and will regularly review, so that we can pivot as needed, including adjusting resource allocations as allowed.

SVCOA has been a pillar in timely and accurate reporting, and we believe this ensures our full compliance with OAAPS reporting. We will continue to be leaders in timely and accurate reporting by creating a timeline for data reporting and data review. All supporting documentation will be stored securely within our IT infrastructure, ensuring that we have backup documentation available for any audit purposes. Our team will stay informed by the SUA on updates or changes to OAAPS reporting requirements ensuring ongoing compliance with the latest requirements.

SVCOA feels that this approach will help our agency manage its database efficiently, comply with OAAPS guidelines, and utilize data for continuous improvement of services to older Vermonters in our service area

## **SECTION F**

**CONTINUOUS IMPROVEMENT PLAN - DAIL is requesting AAAs Continuous Quality Improvement Plan, Procedure and /or Policy with Area Plans for FFY 26-29. In addition to the Plan, Procedure and/or Policy please outline how this agency has operationalized in the past, how the agency intends to operationalize it for this period of the Area Plan, identified strengths and areas the Agency has identified for CQI. Please describe how identified areas will be addressed.**

### **Southwestern Vermont Council on Aging (SVCOA) Continuous Quality Improvement Plan (CQI) Plan**

**1. Purpose** - The purpose of this CQI Plan is to create a structured, ongoing approach to monitor, assess, and improve the quality of services provided to older adults. The plan focuses on improving client outcomes, increasing operational efficiency, fostering staff development, and ensuring high standards of care and service delivery. This plan will guide SVCOA in responding to the evolving needs of the aging population while maintaining transparency, accountability, and continuous improvement.

### **2. Objectives**

- Improve the quality of services provided to older adults in the community.
- Enhance client satisfaction, safety, and well-being through targeted service improvements.
- Strengthen staff training and engagement to better support service delivery.
- Streamline processes and eliminate inefficiencies in service provision.
- Ensure compliance with all regulatory requirements and best practices in aging services.
- Foster a culture of continuous learning and improvement within the organization.

### **3. Scope**

This CQI Plan applies to all aspects of SVCOA's operations, including:

- **Client services:** Meals, caregiving, wellness/social programs, and case management.
- **Staff performance:** staff, administrative staff, volunteers, and leadership.
- **Operational Processes:** I&R procedures, service coordination, record-keeping, and resource management.
- **Community Engagement:** Collaborations with other organizations and community members.

### **4. Key Principles**

- **Client-Centered Care:** Ensure that the needs, preferences, and feedback of older adults are at the heart of service delivery.
- **Data-Driven Decision Making:** Use data to evaluate service outcomes, measure performance, and guide improvements.
- **Continuous Learning and Innovation:** Encourage ongoing staff development, innovation, and adaptation of best practices.
- **Collaboration and Accountability:** Promote teamwork, clear communication, and shared responsibility for quality improvement across all levels of the organization.

- **Sustainability:** Focus on solutions that are sustainable and scalable to meet the growing needs of older adults.

## 5. Roles and Responsibilities

- **CQI Committee/Leadership Team:** The executive director, Leadership and Program Leads will provide resources, and support, and ensure the CQI plan aligns with the strategic goals of the agency. They will oversee the development, implementation, and evaluation of the CQI Plan. They are responsible for fostering a culture of quality improvement across the organization.
- **Staff and Volunteers:** All employees and volunteers are responsible for engaging in CQI activities, implementing improvements in their respective roles, and providing feedback on processes and outcomes.
- **Clients and Caregivers:** Client feedback will be gathered through surveys, interviews, and advisory groups to ensure that services meet their needs. Caregivers and family members are also included as stakeholders in the improvement process.
- **Department of Disabilities, Aging and Independent Living:** Provide support and feedback to any SVCOA data assessments, reports and/or findings.

**6. CQI Process** - The CQI process is continuous and iterative, designed to assess performance, implement improvements, and evaluate progress. The key steps are:

### Step 1: Identify Areas for Improvement

- **Data Collection:** Collect data from various sources, including client satisfaction surveys, staff feedback, service utilization reports, incident reports, and performance audits.
- **Analyze Service Gaps:** Use tools like root cause analysis, process mapping, and SWOT (Strengths, Weaknesses, Opportunities, Threats) analysis to identify inefficiencies or service gaps.
- **Client Feedback:** Gather input from clients and families regarding service needs, satisfaction levels, and areas for improvement through surveys, focus groups, and direct feedback.
- **Internal Audits:** Conduct regular audits of operational processes, including service delivery timelines, resource allocation, and client outcomes.

### Step 2: Set Measurable Improvement Goals

- **SMART Goals:** Set specific, measurable, achievable, relevant, and time-bound goals based on identified areas for improvement. Example goals may include:
  - Improve client satisfaction with meal delivery services when needed by 10% over the following 6 months.
  - Reduce wait times for assessments by 20% within the next year.
  - Increase staff training on best practices used by aging services by 30% by the end of the fiscal year.

### Step 3: Develop and Implement Action Plans

- **Action Plan Development:** Develop detailed action plans with clear responsibilities, timelines, and resource allocations. Ensure that the plan includes specific steps to address the identified issues.

- **Staff Training:** If needed, provide staff with additional training to meet new standards or improve service quality.
- **Resource Allocation:** Ensure that appropriate resources (e.g., staffing, budget, technology) are allocated to support the improvement efforts.

#### **Step 4: Monitor Progress**

- **Track Performance:** Use statistical data and regular check-ins to monitor progress towards the goals. Key performance indicators (KPIs) to track may include:
  - Client satisfaction scores
  - Service delivery times
  - Staff turnover rates
  - Program participation rates
  - Compliance with safety and regulatory standards
- **Regular Review:** Leadership and Program Leads should review progress quarterly and make adjustments as needed based on data.

#### **Step 5: Evaluate and Adjust**

- **Impact Assessment:** Evaluate whether the implemented improvements are meeting the desired outcomes. Analyze changes in client satisfaction, service efficiency, and overall program effectiveness.
- **Staff and Client Feedback:** Solicit feedback from staff and clients on whether the changes have had a positive impact and what further adjustments are needed.
- **Continuous Refinement:** Adjust processes, goals, and strategies based on evaluation results. If certain goals have not been fully met, identify the barriers and develop strategies to overcome them.

#### **Step 7. Tools and Techniques**

- **Plan-Do-Study-Act (PDSA) Cycle:** A proven method for testing changes and improving services. The PDSA cycle helps identify what works, what doesn't, and how to refine interventions.
- **Surveys and Feedback Forms:** Regular client and staff surveys to assess satisfaction, engagement, and suggestions for improvement.
- **Root Cause Analysis:** Used to identify the underlying causes of issues or inefficiencies, rather than simply addressing symptoms.
- **Process Mapping:** Visualizing workflows to identify bottlenecks or unnecessary steps in service delivery.
- **Benchmarking:** Compare service delivery performance against similar agencies or national standards to identify areas for improvement.

#### **Step 8. Evaluation and Reporting**

- **Ongoing Monitoring:** Continuously track performance metrics and service outcomes. Use statistical data to provide leadership with real-time data on key metrics.
- **Quarterly Reports:** Data support staff will generate quarterly reports for senior leadership, detailing progress on improvement goals, action plan status, and any adjustments made to the plan.
- **Annual Review:** Conduct an in-depth annual review of the CQI plan to assess overall

effectiveness, identify long-term trends, and adjust the strategy for the coming year.

#### **Step 9. Resources**

- **Financial Resources:** Allocate funding for necessary improvements, such as staff training, technology upgrades, and external consultations.
- **Human Resources:** Staff time and effort will be required to implement, monitor, and evaluate improvement initiatives. This includes leadership involvement and front-line staff participation.
- **Technology:** Invest in technology systems that improve data collection, client tracking, and internal communication, making it easier to monitor progress and outcomes.

**Conclusion** - The CQI Plan for the Southwestern Vermont Council on Aging is designed to continuously improve the quality of services and outcomes for older adults in our community. By using data-driven strategies, fostering a culture of continuous learning, and engaging staff and clients in the improvement process, we aim to create a high-quality, client-centered environment that supports the aging population and promotes their health, safety, and well-being.

## **ATTACHMENT D**

### **REQUEST FORM FOR A DIRECT SERVICE WAIVER**

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

**Southwestern Vermont Council on Aging requests approval of the State Unit on Aging for direct provision of the following service for Federal Fiscal Years [insert years].**

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

Health Promotion Disease Prevention – Powerful Tools for Caregivers, Rutland and Bennington Counties.

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

Each year, the Southwestern Vermont Council on Aging (SVCOA) issues a Request for Proposals (RFP) throughout our service area, inviting caregivers and community members to become certified Powerful Tools for Caregivers (PTC) class instructors. Despite this outreach effort, there continues to be a significant barrier to participation, namely, the overwhelming demands placed on caregivers in our region. Many are simply unable to volunteer their limited time and energy due to the high levels of stress and burnout they already face.

SVCOA recognizes the critical importance of the PTC program in addressing caregiver well-being and preventing further strain on our local support systems. While we have not been successful in recruiting new volunteer instructors through the RFP process, we remain committed to offering this valuable evidence-based class to caregivers in need. SVCOA continues to provide the PTC class directly, ensuring that caregivers in our community have access to tools and strategies that can reduce stress, improve self-care, and sustain their ability to care for loved ones.

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

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

**Please be comprehensive and specific:**

As part of the waiver request, the following outlines the public input process, including the solicitation period, locations, methods used, and a summary of outcomes.

Time Period Public Input Was Solicited:

- Public input was solicited from May 29, 2025, through June 2025.
- The Advance Planning (AP) Draft will be available for public review starting Monday, June 2, 2025.

#### Locations Where Public Input Was Solicited:

- Rutland, Vermont: Public comment session advertised in the *Rutland Herald* Community Calendar (5/29/25).
- Bennington, Vermont: Public comment session advertised in the *Bennington Banner* Community Calendar (5/30/25).
- Both in-person and virtual attendance options were provided for each location.

#### Methods Used to Solicit Public Input

- Newspaper Calendar Listings:
  - *Rutland Herald* Community Calendar – 5/29/25
  - *Bennington Banner* Community Calendar – 5/30/25
- Website Posting:
  - AP Draft to be made available on the SVCOA website starting Monday, 6/2/25.
- Email Campaign:
  - A MailChimp email notice will be distributed to stakeholders on 6/2/25.
- Listserv Notification:
  - Project Vision Listserv was notified on 5/29/25.
- Media Outreach:
  - Press release sent out on 5/30/25 to:
    - *Rutland Herald*
    - *Bennington Banner*
    - *VT Business Guide*
    - *Mountain Times*
    - *Manchester Journal*

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

##### **Targeted Outreach to Caregivers and Potential Trainers**

- Annual RFP Campaign: Continue issuing an annual Request for Proposals (RFP) across SVCOA's service area, seeking individuals—including family caregivers, retired healthcare professionals, and experienced volunteers—who are interested in becoming certified PTC instructors.
- Customized Messaging: Tailor outreach messages to emphasize flexible participation, and the personal and community impact of becoming an instructor.
- Success Stories & Testimonials: Share testimonials from past PTC participants and instructors through social media, newsletters, and community presentations to build interest and buy-in.

- Community-Based Organizations: Proactively approach local nonprofits, senior centers, faith communities, and healthcare practices to identify and recruit staff or volunteers who may serve as PTC facilitators.

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

## **SECTION H**

**PUBLIC HEARING** In preparation for public comments on the SVCOA Area Plan, draft versions were reviewed by the Advisory Board. Two Advisory Council meetings were conducted in Rutland and Bennington, where early Area Plan drafts were discussed. Key themes from the October 2024 Advisory Committee meetings included concerns about social isolation, the need for more direct care workers, and gaps in statewide internet infrastructure.

To inform the public, a press release was issued on May 30, 2025, to several regional publications, including *The Rutland Herald*, *The Manchester Journal*, *The Bennington Banner*, *Vermont News Guide*, and *The Mountain Times*. The release included details on upcoming public comment meetings. Paid advertisements announcing the hearings were submitted to *The Rutland Herald* and *The Bennington Banner* and ran in June 2025. Public hearing events were also added to the community calendars of *The Rutland Herald* and *The Bennington Banner* in May & June 2025. The SVCOA Area Plan was also distributed to community partners via the Project Vision Listserve on 5/30/25. The Area Plan Draft was also made available to the public via the SVCOA website homepage on June 1<sup>st</sup>, 2025. Four public hearings were scheduled: in-person on June 2 and June 26<sup>th</sup> in Rutland and June 10 in Bennington, and a virtual option was also held on June 10. SVCOA Advisory Committee meetings to finalize feedback are scheduled for July 7 in Rutland and July 9 in Bennington. One community member attended the Bennington in-person hearing and provided feedback emphasizing “client-centered goals” in case management. SVCOA shared that such goals are being implemented agency-wide beyond CFC clients and potentially statewide across Area Agencies on Aging to streamline care. Additional discussions covered the organization’s evolving funding landscape, donor and grant management, as well as ongoing intergenerational and anti-isolation initiatives outlined in the Executive Summary. Although the outcomes of the four meetings did not meet our expectations, our Advisory Council has remained engaged and supportive throughout the assessment process, offering valuable and constructive feedback.

**Subsequent Advisory Council meetings in July 2025** provided further input. The **Rutland Advisory Committee** discussed the draft with feedback given on its clarity, readability and focus on opportunities to promote intergenerational housing, including exploring partnerships with Home Share VT, encouraging community gardens as gathering spaces, and utilizing Social Tinkering’s community needs survey to gauge public interest in home sharing. Transportation access remained a significant concern, with advocacy focused on Marble Valley Regional Transit Authority scheduling. The committee also recommended expanded offline outreach through libraries, churches, town listservs, and local media such as PEG TV and public radio, emphasizing the need for consistent, grassroots community engagement.

The **Bennington Advisory Committee** focused on strengthening SVCOA’s presence at local events, selectboard meetings, and community spaces to address gaps in awareness of services. Members recommended inviting Home Share VT to southern Vermont, exploring intergenerational engagement through partnerships with Southwest Tech students and Shires Young Professionals, and expanding the Pen Pal Program to include same-generation as well as intergenerational correspondence for homebound older Vermonters. The group also stressed caregiver support expansion, including additional **Memory Cafés, known as Mindful Moments Cafés**, and supported updating terminology from “medically tailored meals” to “therapeutic meals” per state guidance.

## **APPENDICES**

### **A. All Updated Assurances with Standard State Grant Attachments**

#### **ATTACHMENT A**

##### **AREA AGENCY ASSURANCES AND REQUIRED ACTIVITIES**

Older Americans Act, As Amended in 2020 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.

*By signing this document, the authorized official commits the State Agency on Aging to performing all listed assurances and activities as stipulated in the Older Americans Act, as amended in 2020.*

#### **Sec. 305, ORGANIZATION**

- (a) In order for a State to be eligible to participate in programs of grants to States from allotments under this title—. . . (2) The State agency shall— (A) except as provided in subsection (b)(5), designate for each such area after consideration of the views offered by the unit or units of general purpose local government in such area, a public or private nonprofit agency or organization as the area agency on aging for such area;
- (B) provide assurances, satisfactory to the Assistant Secretary, that the State agency will take into account, in connection with matters of general policy arising in the development and administration of the State plan for any fiscal year, the views of recipients of supportive services or nutrition services, or individuals using multipurpose senior centers provided under such plan; . . .
- (E) provide assurance that preference will be given to providing services to older individuals with greatest economic need and older individuals with 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), and include proposed methods of carrying out the preference in the State plan;
- (F) provide assurances that the State agency will require use of outreach efforts described in section 307(a)(16); and
- (G)(i) set specific objectives, in consultation with area agencies on aging, for each planning and service area for providing services funded under this title to low-income minority older individuals and older individuals residing in rural areas;
- (ii) provide an assurance that the State agency will undertake specific program development, advocacy, and outreach efforts focused on the needs of low-income minority older individuals;
- (iii) provide a description of the efforts described in clause (ii) that will be undertaken by the State agency; . . .

(c) An area agency on aging designated under subsection (a) shall be—...

(5) in the case of a State specified in subsection (b)(5), the State agency; and shall provide assurance, determined adequate by the State agency, that the area agency on aging will have the ability to develop an area plan and to carry out, directly or through contractual or other arrangements, a program in accordance with the plan within the planning and service area. In designating an area agency on aging within the planning and service area or within any unit of general purpose local government designated as a planning and service area the State shall give preference to an established office on aging, unless the State agency finds that no such office within the planning and service area will have the capacity to carry out the area plan.

- (d) The publication for review and comment required by paragraph (2)(C) of subsection (a) shall include—
- (1) a descriptive statement of the formula's assumptions and goals, and the application of the definitions of greatest economic or social need,
  - (2) a numerical statement of the actual funding formula to be used,
  - (3) a listing of the population, economic, and social data to be used for each planning and service area in the State, and
  - (4) a demonstration of the allocation of funds, pursuant to the funding formula, to each planning and service area in the State.

*Note: STATES MUST ENSURE THAT THE FOLLOWING ASSURANCES (SECTION 306) WILL BE MET BY ITS DESIGNATED AREA AGENCIES ON AGENCIES, OR BY THE STATE IN THE CASE OF SINGLE PLANNING AND SERVICE AREA STATES.*

## **Sec. 306, AREA PLANS**

- (a) Each area agency on aging designated under section 305(a)(2)(A) shall, in order to be approved by the State agency, prepare and develop an area plan for a planning and service area for a two-, three-, or four- year period determined by the State agency, with such annual adjustments as may be necessary. Each such plan shall be based upon a uniform format for area plans within the State prepared in accordance with section 307(a)(1). Each such plan shall—
- (1) provide, through a comprehensive and coordinated system, for supportive services, nutrition services, and, where appropriate, for the establishment, maintenance, modernization, or construction of multipurpose senior centers (including a plan to use the skills and services of older individuals in paid and unpaid work, including multigenerational and older individual to older individual work), within the planning and service area covered by the plan, including determining the extent of need for supportive services, nutrition services, and multipurpose senior centers in such area (taking into consideration, among other things, the number of older individuals with low incomes residing in such area, 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) residing in such area, the number of older individuals who have 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 such area, the number of older individuals at risk for institutional placement residing in such area, and the number of older individuals who are Indians residing in such area, and the efforts of voluntary organizations in the community), evaluating the effectiveness of the use of resources in meeting such need, and entering into agreements with providers of supportive services, nutrition services, or multipurpose senior centers in such area, for the provision of such services or centers to meet such need;

- (2) provide assurances that an adequate proportion, as required under section 307(a)(2), 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 and behavioral 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 with 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 agency in detail the amount of funds expended for each such category during the fiscal year most recently concluded;
- (3) (A) designate, where feasible, a focal point for comprehensive service delivery in each community, giving special consideration to designating multipurpose senior centers (including multipurpose senior centers operated by organizations referred to in paragraph (6)(C)) as such focal point; and
  - (B) specify, in grants, contracts, and agreements implementing the plan, the identity of each focal point so designated;
- (4) (A)(i)(I) provide assurances that the area agency on aging will—
- (aa) 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;
  - (bb) include specific objectives for providing services to low-income minority older individuals, older individuals with limited English proficiency, and older individuals residing in rural areas; and
- (II) include proposed methods to achieve the objectives described in items (aa) and (bb) of sub-clause (I);
- (ii) provide assurances that the area agency on aging will include in each agreement made with a provider of any service under this title, a requirement that such 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 in the area 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 their 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; and

(iii) with respect to the fiscal year preceding the fiscal year for which such plan is prepared

—  
(I) identify the number of low-income minority older individuals in the planning and service area;

(II) describe the methods used to satisfy the service needs of such minority older individuals; and

(III) provide information on the extent to which the area agency on aging met the objectives described in clause (i).

(B) provide assurances that the area agency on aging will use outreach efforts that will—

(i) identify individuals eligible for assistance under this Act, with special emphasis on— (I) older individuals residing in rural areas;

(II) older individuals with greatest economic need (with particular attention to low-income minority individuals and older individuals residing in rural areas);

(III) older individuals with greatest social need (with particular attention to low-income minority individuals and older individuals residing in rural areas);

(IV) older individuals with severe disabilities;

(V) older individuals with limited English proficiency;

(VI) older individuals with Alzheimer's disease and related disorders with neurological and organic brain dysfunction (and the caretakers of such individuals); and

(VII) older individuals at risk for institutional placement, specifically including survivors of the Holocaust; and

(ii) inform the older individuals referred to in sub-clauses (I) through (VII) of clause (i), and the caretakers of such individuals, of the availability of such assistance; and

(C) contain an assurance that the area agency on aging will 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. (5) provide assurances that the area agency on aging 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) provide that the area agency on aging will— (A) 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;

(B) serve as the advocate and focal point for older individuals within the community by (in cooperation with agencies, organizations, and individuals participating in activities under the plan) monitoring, evaluating, and commenting upon all policies, programs, hearings, levies, and community actions which will affect older individuals;

- (C)(i) where possible, enter into arrangements 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;
- (ii) if possible regarding the provision of services under this title, enter into arrangements and coordinate with organizations that have a proven record of providing services to older individuals, that— (I) were officially designated as community action agencies or community action programs under section 210 of the Economic Opportunity Act of 1964 (42U.S.C. 2790) for fiscal year 1981, and did not lose the designation as a result of failure to comply with such Act; or
- (II) came into existence during fiscal year 1982 as direct successors in interest to such community action agencies or community action programs;

and that meet the requirements under section 676B of the Community Services Block Grant Act; and

- (iii) 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;
- (D) 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 aging on all matters relating to the development of the area plan, the administration of the plan and operations conducted under the plan;
- (E) establish effective and efficient procedures for coordination of— (i) entities conducting programs that receive assistance under this Act within the planning and service area served by the agency; and
- (ii) entities conducting other Federal programs for older individuals at the local level, with particular emphasis on entities conducting programs described in section 203(b), within the area;
- (F) in coordination with the State agency and with the State agency responsible for mental and behavioral health services, increase public awareness of mental health disorders, remove barriers to diagnosis and treatment, and coordinate mental and behavioral health services (including mental health screenings) provided with funds expended by the area agency on aging with mental and behavioral health services provided by community health centers and by other public agencies and nonprofit private organizations;
- (G) if there is a significant population of older individuals who are Indians in the planning

and service area of the area agency on aging, the area agency on aging shall conduct outreach activities to identify such individuals in such area and shall inform such individuals of the availability of assistance under this Act;

- (H) in coordination with the State agency and with the State agency responsible for elder abuse prevention services, increase public awareness of elder abuse, neglect, and exploitation, and remove barriers to education, prevention, investigation, and treatment of elder abuse, neglect, and exploitation, as appropriate; and
- (I) to the extent feasible, coordinate with the State agency to disseminate information about the State assistive technology entity and access to assistive technology options for serving older individuals; (7) provide that the area agency on aging shall, consistent with this section, facilitate the areawide 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;
- (C) implementing, through the agency or service providers, evidence-based programs to assist older individuals and their family caregivers in learning about and making behavioral changes intended to reduce the risk of injury, disease, and disability among older individuals; and
- (D) providing for the availability and distribution (through public education campaigns, Aging and Disability Resource Centers, the area agency on aging itself, and other appropriate means) of information relating to— (i) the need to plan in advance for long-term care; and
- (ii) the full range of available public and private long-term care (including integrated long-term care) programs, options, service providers, and resources;
- (8) provide that case management services provided under this title through the area agency on aging will— (A) not duplicate case management services provided through other Federal and State programs;
- (B) be coordinated with services described in subparagraph (A); 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 on aging;
- (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 receipt 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);
- (9) (A) provide assurances that the area agency on aging, in carrying out the State Long-Term Care Ombudsman program under section 307(a)(9), will expend not less than the total amount of funds appropriated under this Act and expended by the agency in fiscal year 2019 in carrying out such a program under this title;
- (B) funds made available to the area agency on aging pursuant to section 712 shall be used to supplement and not supplant other Federal, State, and local funds expended to support activities described in section 712;
- (10) provide a grievance procedure for older individuals who are dissatisfied with or denied services under this title;
- (11) provide information and assurances concerning services to older individuals who are Native Americans (referred to in this paragraph as "older Native Americans"), including—
- (A) 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 on aging will pursue activities, including outreach, to increase access of those older Native Americans to programs and benefits provided under this title;
  - (B) an assurance that the area agency on aging will, to the maximum extent practicable, coordinate the services the agency provides under this title with services provided under title VI; and
  - (C) an assurance that the area agency on aging 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;
- (12) provide that the area agency on aging will establish 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 described in section 203(b) within the planning and service area.
- (13) provide assurances that the area agency on aging will—
- (A) maintain the integrity and public purpose of services provided, and service providers, under this title in all contractual and commercial relationships;
  - (B) disclose to the Assistant Secretary and the State agency—
    - (i) the identity of each nongovernmental entity with which such agency has a contract or commercial relationship relating to providing any service to older individuals; and
    - (ii) the nature of such contract or such relationship;
- (C) 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 contract or such relationship;
- (D) 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 contract or such relationship; and

(E) 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;

(14) provide assurances that preference in receiving services under this title will not be given by the area agency on aging to particular older individuals as a result of a contract or commercial relationship that is not carried out to implement this title;

(15) provide assurances that funds received under this title will be used— (A) to provide benefits and services to older individuals, giving priority to older individuals identified in paragraph (4)(A)(i); and

(B) in compliance with the assurances specified in paragraph (13) and the limitations specified in section 212;

(16) provide, to the extent feasible, for the furnishing of services under this Act, consistent with self- directed care;

(17) 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;

(18) provide assurances that the area agency on aging will collect data to determine— (A) the services that are needed by older individuals whose needs were the focus of all centers funded under title IV in fiscal year 2019; and

(B) the effectiveness of the programs, policies, and services provided by such area agency on aging in assisting such individuals; and

(19) provide assurances that the area agency on aging will use outreach efforts that will identify individuals eligible for assistance under this Act, with special emphasis on those individuals whose needs were the focus of all centers funded under title IV in fiscal year 2019.

(b)(1) An area agency on aging may include in the area plan an assessment of how prepared the area agency on aging and service providers in the planning and service area are for any anticipated change in the number of older individuals during the 10-year period following the fiscal year for which the plan is submitted.

(2) Such assessment may include— (A) the projected change in the number of older individuals in the planning and service area;

(B) an analysis of how such change may affect such individuals, including individuals with low incomes, individuals with greatest economic need, minority older individuals, older individuals residing in rural areas, and older individuals with limited English proficiency;

(C) an analysis of how the programs, policies, and services provided by such area agency can be improved, and how resource levels can be adjusted to meet the needs of the changing population of older individuals in the planning and service area; and

(D) an analysis of how the change in the number of individuals age 85 and older in the planning and service area is expected to affect the need for supportive services.

(3) An area agency on aging, in cooperation with government officials, State agencies, tribal organizations, or local entities, may make recommendations to government officials in the planning and service area and the State, on actions determined by the area agency to build the

capacity in the planning and service area to meet the needs of older individuals for—

- (A) health and human services;
- (B) land use;
- (C) housing;
- (D) transportation;
- (E) public safety;
- (F) workforce and economic development;
- (G) recreation;
- (H) education;
- (I) civic engagement;
- (J) emergency preparedness;
- (K) protection from elder abuse, neglect, and exploitation;
- (L) assistive technology devices and services; and
- (M) any other service as determined by such agency.

(c) Each State, in approving area agency on aging plans under this section, shall waive the requirement described in paragraph (2) of subsection (a) for any category of services described in such paragraph if the area agency on aging demonstrates to the State agency that services being furnished for such category in the area are sufficient to meet the need for such services in such area and had conducted a timely public hearing upon request.

(d)(1) Subject to regulations prescribed by the Assistant Secretary, an area agency on aging designated under section 305(a)(2)(A) or, in areas of a State where no such agency has been designated, the State agency, may enter into agreement with agencies administering programs under the Rehabilitation Act of 1973, and titles XIX and XX of the Social Security Act for the purpose of developing and implementing plans for meeting the common need for transportation services of individuals receiving benefits under such Acts and older individuals participating in programs authorized by this title.

(2) In accordance with an agreement entered into under paragraph (1), funds appropriated under this title may be used to purchase transportation services for older individuals and may be pooled with funds made available for the provision of transportation services under the Rehabilitation Act of 1973, and titles XIX and XX of the Social Security Act.

(e) An area agency on aging may not require any provider of legal assistance under this title to reveal any information that is protected by the attorney-client privilege.

(f)(1) If the head of a State agency finds that an area agency on aging has failed to comply with Federal or State laws, including the area plan requirements of this section, regulations, or policies, the State may withhold a portion of the funds to the area agency on aging available under this title.

(2) (A) The head of a State agency shall not make a final determination withholding funds under paragraph (1) without first affording the area agency on aging due process in accordance with procedures established by the State agency. (B) At a minimum, such procedures shall include procedures for— (i) providing notice of an action to withhold funds;

(ii) providing documentation of the need for such action; and

(iii) at the request of the area agency on aging, conducting a public hearing concerning the action.

(3) (A) If a State agency withholds the funds, the State agency may use the funds withheld to

directly administer programs under this title in the planning and service area served by the area agency on aging for a period not to exceed 180 days, except as provided in subparagraph (B). (B) If the State agency determines that the area agency on aging has not taken corrective action, or if the State agency does not approve the corrective action, during the 180-day period described in subparagraph (A), the State agency may extend the period for not more than 90 days.

(g) Nothing in this Act shall restrict an area agency on aging from providing services not provided or authorized by this Act, including through— (1) contracts with health care payers; (2) consumer private pay programs; or (3) other arrangements with entities or individuals that increase the availability of home and community- based services and supports.

### **Sec. 307, STATE PLANS**

(a) Except as provided in the succeeding sentence and section 309(a), each State, in order to be eligible for grants from its allotment under this title for any fiscal year, shall submit to the Assistant Secretary a State plan for a two, three, or four-year period determined by the State agency, with such annual revisions as are necessary, which meets such criteria as the Assistant Secretary may by regulation prescribe. If the Assistant Secretary determines, in the discretion of the Assistant Secretary, that a State failed in 2 successive years to comply with the requirements under this title, then the State shall submit to the Assistant Secretary a State plan for a 1-year period that meets such criteria, for subsequent years until the Assistant Secretary determines that the State is in compliance with such requirements. Each such plan shall comply with all of the following requirements: (1) The plan shall— (A) require each area agency on aging designated under section 305(a)(2)(A) to develop and submit to the State agency for approval, in accordance with a uniform format developed by the State agency, an area plan meeting the requirements of section 306; and (B) be based on such area plans.

(2) The plan shall provide that the State agency will— (A) evaluate, using uniform procedures described in section 202(a)(26), the need for supportive services (including legal assistance pursuant to 307(a)(11), information and assistance, and transportation services), nutrition services, and multipurpose senior centers within the State; (B) develop a standardized process to determine the extent to which public or private programs and resources (including volunteers and programs and services of voluntary organizations) that have the capacity and actually meet such need; and (C) specify a minimum proportion of the funds received by each area agency on aging in the State to carry out part B that will be expended (in the absence of a waiver under section 306(c) or

316) by such area agency on aging to provide each of the categories of services specified in section 306(a)(2). (3) The plan shall— (A) include (and may not be approved unless the Assistant Secretary approves) the statement and demonstration required by paragraphs (2) and (4) of section 305(d) (concerning intrastate distribution of funds); and (B) with respect to services for older individuals residing in rural areas—

(i) provide assurances that the State agency will spend for each fiscal year, not less than the

amount expended for such services for fiscal year 2000...

(ii) identify, for each fiscal year to which the plan applies, the projected costs of providing such services (including the cost of providing access to such services); and

(iii) describe the methods used to meet the needs for such services in the fiscal year preceding the first year to which such plan applies.

(4) The plan shall provide that the State agency will conduct periodic evaluations of, and public hearings on, activities and projects carried out in the State under this title and title VII, including evaluations of the effectiveness of services provided to individuals with greatest economic need, greatest social need, or disabilities (with particular attention to low-income minority older individuals, older individuals with limited English proficiency, and older individuals residing in rural areas).

(5) The plan shall provide that the State agency will— (A) afford an opportunity for a hearing upon request, in accordance with published procedures, to any area agency on aging submitting a plan under this title, to any provider of (or applicant to provide) services;

(B) issue guidelines applicable to grievance procedures required by section 306(a)(10); and

(C) afford an opportunity for a public hearing, upon request, by any area agency on aging, by any provider of (or applicant to provide) services, or by any recipient of services under this title regarding any waiver request, including those under section 316.

(6) The plan shall provide that the State agency will make such reports, in such form, and containing such information, as the Assistant Secretary may require, and comply with such requirements as the Assistant Secretary may impose to insure the correctness of such reports.

(7) (A) The plan shall provide satisfactory assurance that such fiscal control and fund accounting procedures will be adopted as may be necessary to assure proper disbursement of, and accounting for, Federal funds paid under this title to the State, including any such funds paid to the recipients of a grant or contract.

(B) The plan shall provide assurances that— (i) no individual (appointed or otherwise) involved in the designation of the State agency or an area agency on aging, or in the designation of the head of any subdivision of the State agency or of an area agency on aging, is subject to a conflict of interest prohibited under this Act;

(ii) no officer, employee, or other representative of the State agency or an area agency on aging is subject to a conflict of interest prohibited under this Act; and

(iii) mechanisms are in place to identify and remove conflicts of interest prohibited under this

Act.

(8) (A) The plan shall provide that no supportive services, nutrition services, or in-home services will be directly provided by the State agency or an area agency on aging in the State, unless, in the judgment of the State agency—

(i) provision of such services by the State agency or the area agency on aging is necessary to assure an adequate supply of such services;

(ii) such services are directly related to such State agency's or area agency on aging's administrative functions; or

(iii) such services can be provided more economically, and with comparable quality, by such

State agency or area agency on aging.

(B) Regarding case management services, if the State agency or area agency on aging is already providing case management services (as of the date of submission of the plan) under a State program, the plan may specify that such agency is allowed to continue to provide case management services.

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(C) The plan may specify that an area agency on aging is allowed to directly provide information and assistance services and outreach.

(9) The plan shall provide assurances that—

(A) the State agency will carry out, through the Office of the State Long-Term Care Ombudsman, a State Long-Term Care Ombudsman program in accordance with section 712 and this title, and will expend for such purpose an amount that is not less than an amount expended by the State agency with funds received under this title for fiscal year 2019, and an amount that is not less than the amount expended by the State agency with funds received under title VII for fiscal year 2019; and

(B) funds made available to the State agency pursuant to section 712 shall be used to supplement and not supplant other Federal, State, and local funds expended to support activities described in section 712.

(10) The plan shall provide assurances that the special needs of older individuals residing in rural areas will be taken into consideration and shall describe how those needs have been met and describe how funds have been allocated to meet those needs.

(11) The plan shall provide that with respect to legal assistance—

(A) the plan contains assurances that area agencies on aging will (i) enter into contracts with providers of legal assistance which can demonstrate the experience or capacity to deliver legal assistance; (ii) include in any such contract provisions to assure that any recipient of funds under division (i) 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 (iii) attempt to involve the private bar in legal assistance activities authorized under this title, including groups within the private bar furnishing services to older individuals on a pro bono and reduced fee basis;

(B) the plan contains assurances 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 Legal Services Corporation projects in the planning and service area in order to concentrate the use of funds provided under this title on individuals with the 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.

(C) the State agency will provide for the coordination of the furnishing of legal assistance to older individuals within the State, and provide advice and technical assistance in the provision of legal assistance to older individuals within the State and support the furnishing of training and technical assistance for legal assistance for older individuals;

(D) the plan contains assurances, 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 sources other than this Act and that reasonable efforts will be made to maintain existing levels of legal assistance for older individuals; and

(E) the plan contains assurances that area agencies 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.

(12) The plan shall provide, whenever the State desires to provide for a fiscal year for services for the prevention of abuse of older individuals—

(A) the plan contains assurances that any area agency on aging carrying out such services will conduct a program consistent with relevant State law and coordinated with existing State adult protective service activities for—

(i) public education to identify and prevent abuse of older individuals;

(ii) receipt of reports of abuse of older individuals;

(iii) active participation of older individuals participating in programs under this Act through outreach, conferences, and referral of such individuals to other social service agencies or sources of assistance where appropriate and consented to by the parties to be referred; and

(iv) referral of complaints to law enforcement or public protective service agencies where appropriate;

(B) the State will not permit involuntary or coerced participation in the program of services described in this paragraph by alleged victims, abusers, or their households; and

(C) all information gathered in the course of receiving reports and making referrals shall remain confidential unless all parties to the complaint consent in writing to the release of such information, except that such information may be released to a law enforcement or public protective service agency.

(13) The plan shall provide assurances that each State will assign personnel (one of whom shall be known as a legal assistance developer) to provide State leadership in developing legal assistance programs for older individuals throughout the State.

(14) The plan shall, with respect to the fiscal year preceding the fiscal year for which such plan is prepared— (A) identify the number of low-income minority older individuals in the State, including the number of low-income minority older individuals with limited English proficiency; and

(B) describe the methods used to satisfy the service needs of the low-income minority older individuals described in subparagraph (A), including the plan to meet the needs of low-income minority older individuals with limited English proficiency.

(15) The plan shall provide assurances that, if a substantial number of the older individuals residing in any planning and service area in the State are of limited English-speaking ability, then the State will require the area agency on aging for each such planning and service area— (A) to utilize in the delivery of outreach services under section 306(a)(2)(A), the services of workers who are fluent in the language spoken by a predominant number of such older individuals who are of limited English-speaking ability; and

(B) to designate an individual employed by the area agency on aging, or available to such area agency on aging on a full-time basis, whose responsibilities will include— (i) taking such action as may be appropriate to assure that counseling assistance is made available to such older individuals who are of limited English-speaking ability in order to assist such older individuals in participating in programs and receiving assistance under this Act; and

(ii) providing guidance to individuals engaged in the delivery of supportive services under the area plan involved to enable such individuals to be aware of cultural sensitivities and to take into account effectively linguistic and cultural differences.

(16) The plan shall provide assurances that the State agency will require outreach efforts that will— (A) identify individuals eligible for assistance under this Act, with special emphasis on—

(i) older individuals residing in rural areas;

(ii) older individuals with 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);

(iii) older individuals with 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);

(iv) older individuals with severe disabilities;

(v) older individuals with limited English-speaking ability; and

(vi) older individuals with Alzheimer's disease and related disorders with neurological and organic brain dysfunction (and the caretakers of such individuals); and

(B) inform the older individuals referred to in clauses (i) through (vi) of subparagraph (A), and the caretakers of such individuals, of the availability of such assistance.

(17) The plan shall provide, with respect to the needs of older individuals with severe disabilities, assurances that the State will coordinate planning, identification, assessment of needs, and service for older individuals with disabilities with particular attention to individuals with severe disabilities with the State agencies with primary responsibility for individuals with disabilities, including severe disabilities, to enhance services and develop collaborative programs, where appropriate, to meet the needs of older individuals with disabilities.

(18) The plan shall provide assurances that area agencies on aging will conduct efforts to facilitate the coordination of community-based, long-term care services, pursuant to section 306(a)(7), for older individuals who— (A) reside at home and are at risk of institutionalization because of limitations on their ability to function independently;

(B) are patients in hospitals and are at risk of prolonged institutionalization; or

(C) are patients in long-term care facilities, but who can return to their homes if community-based services are provided to them.

(19) The plan shall include the assurances and description required by section 705(a).

(20) The plan shall provide assurances that special efforts will be made to provide technical assistance to minority providers of services.

(21) The plan shall— (A) provide an assurance that the State agency will coordinate programs under this title and programs under title VI, if applicable; and

(B) provide an assurance that the State agency will pursue activities to increase access by older individuals who are Native Americans to all aging programs and benefits provided by the agency, including programs and benefits provided under this title, if applicable, and specify the ways in which the State agency intends to implement the activities.

(22) If case management services are offered to provide access to supportive services, the plan shall provide that the State agency shall ensure compliance with the requirements specified in section 306(a)(8).

(23) The plan shall provide assurances that demonstrable efforts will be made— (A) to coordinate services provided under this Act with other State services that benefit older individuals; and

(B) to provide multigenerational activities, such as opportunities for older individuals to serve as mentors or advisers in child care, youth day care, educational assistance, at-risk youth intervention, juvenile delinquency treatment, and family support programs.

(24) The plan shall provide assurances that the State will coordinate public services within the State to assist older individuals to obtain transportation services associated with access to services provided under this title, to services under title VI, to comprehensive counseling services, and to legal assistance.

(25) The plan shall include assurances that the State has in effect a mechanism to provide for quality in the provision of in-home services under this title.

(26) The plan shall provide assurances that area agencies on aging will provide, to the extent feasible, for the furnishing of services under this Act, consistent with self-directed care.

(27) (A) The plan shall include, at the election of the State, an assessment of how prepared the State is, under the State's statewide service delivery model, for any anticipated change in the number of older individuals during the 10-year period following the fiscal year for which the plan is submitted.

(B) Such assessment may include— (i) the projected change in the number of older individuals in the State;

(ii) an analysis of how such change may affect such individuals, including individuals with low incomes, individuals with greatest economic need, minority older individuals, older individuals residing in rural areas, and older individuals with limited English proficiency;

(iii) an analysis of how the programs, policies, and services provided by the State can be improved, including coordinating with area agencies on aging, and how resource levels can be adjusted to meet the needs of the changing population of older individuals in the State; and

(iv) an analysis of how the change in the number of individuals age 85 and older in the State is expected to affect the need for supportive services.

(28) The plan shall include information detailing how the State will coordinate activities, and develop long-range emergency preparedness plans, with area agencies on aging, local emergency response agencies, relief organizations, local governments, State agencies responsible for emergency preparedness, and any other institutions that have responsibility for disaster relief service delivery.

(29) The plan shall include information describing the involvement of the head of the State agency in the development, revision, and implementation of emergency preparedness plans, including the State Public Health Emergency Preparedness and Response Plan.

(30) The plan shall contain an assurance that the State shall prepare and submit to the Assistant Secretary annual reports that describe— (A) data collected to determine the services that are needed by older individuals whose needs were the focus of all centers funded under title IV in fiscal year 2019;

- (B) data collected to determine the effectiveness of the programs, policies, and services provided by area agencies on aging in assisting such individuals; and
- (C) outreach efforts and other activities carried out to satisfy the assurances described in paragraphs (18) and (19) of section 306(a).

## **Sec. 308, PLANNING, COORDINATION, EVALUATION, AND ADMINISTRATION OF STATE PLANS**

(b)(3)(E) No application by a State under subparagraph (A) shall be approved unless it contains assurances that no amounts received by the State under this paragraph will be used to hire any individual to fill a job opening created by the action of the State in laying off or terminating the employment of any regular employee not supported under this Act in anticipation of filling the vacancy so created by hiring an employee to be supported through use of amounts received under this paragraph.

## **Sec. 705, ADDITIONAL STATE PLAN REQUIREMENTS**

- (a) ELIGIBILITY.—In order to be eligible to receive an allotment under this subtitle, a State shall include in the state plan submitted under section 307—
- (1) an assurance that the State, in carrying out any chapter of this subtitle for which the State receives funding under this subtitle, will establish programs in accordance with the requirements of the chapter and this chapter;
  - (2) an assurance that the State will hold public hearings, and use other means, to obtain the views of older individuals, area agencies on aging, recipients of grants under title VI, and other interested persons and entities regarding programs carried out under this subtitle;
  - (3) an assurance that the State, in consultation with area agencies on aging, will identify and prioritize statewide activities aimed at ensuring that older individuals have access to, and assistance in securing and maintaining, benefits and rights;
  - (4) an assurance that the State will use funds made available under this subtitle for a chapter in addition to, and will not supplant, any funds that are expended under any Federal or State law in existence on the day before the date of the enactment of this subtitle, to carry out each of the vulnerable elder rights protection activities described in the chapter;
  - (5) an assurance that the State will place no restrictions, other than the requirements referred to in clauses (i) through (iv) of section 712(a)(5)(C), on the eligibility of entities for designation as local Ombudsman entities under section 712(a)(5).
  - (6) an assurance that, with respect to programs for the prevention of elder abuse, neglect, and exploitation under chapter 3—
- (A) in carrying out such programs the State agency will conduct a program of services consistent with relevant State law and coordinated with existing State adult protective service activities for—
- (i) public education to identify and prevent elder abuse;
  - (ii) receipt of reports of elder abuse;
  - (iii) active participation of older individuals participating in programs under this Act through outreach, conferences, and referral of such individuals to other social service agencies or sources of assistance if appropriate and if the individuals to be referred consent; and
  - (iv) referral of complaints to law enforcement or public protective service agencies if appropriate;

- (B) the State will not permit involuntary or coerced participation in the program of services described in subparagraph (A) by alleged victims, abusers, or their households; and
- (C) all information gathered in the course of receiving reports and making referrals shall remain

confidential except— (i) if all parties to such complaint consent in writing to the release of such information;

(ii) if the release of such information is to a law enforcement agency, public protective service agency, licensing or certification agency, ombudsman program, or protection or advocacy system; or

(iii) upon court order...

*Signature and Title of Authorized Official*\_\_\_\_\_

*Date*\_\_\_\_\_

## State Plan Guidance Attachment B INFORMATION REQUIREMENTS

**IMPORTANT:** States must provide all applicable information following each OAA citation listed below. Please note that italics indicate emphasis added to highlight specific information to include. The completed attachment must be included with your State Plan submission.

### **Section 305(a)(2)(E)**

*Describe the mechanism(s) for assuring that preference will be given to providing services to older individuals with greatest economic need and older individuals with 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) and include proposed methods of carrying out the preference in the State plan;*

### **Section 306(a)(6)(I)**

*Describe the mechanism(s) for assuring that each Area Plan will include information detailing how the Area Agency will, to the extent feasible, coordinate with the State agency to disseminate information about the State assistive technology entity and access to assistive technology options for serving older individuals;*

### **Section 306(a)(17)**

*Describe the mechanism(s) for assuring that each Area Plan will include information detailing how the Area Agency will coordinate activities and develop long-range emergency preparedness plans with local and State emergency response agencies, relief organizations, local and State governments and other institutions that have responsibility for disaster relief service delivery.*

### **Section 307(a)(2)**

The plan shall provide that the State agency will —...

(C) *specify a minimum proportion of the funds received by each area agency on aging in the State to carry out part B that will be expended (in the absence of a waiver under sections 306*

*(c) or 316) by such area agency on aging to provide each of the categories of services specified in section 306(a)(2). (Note: those categories are access, in-home, and legal assistance. Provide specific minimum proportion determined for each category of service.)*

### **Section 307(a)(3)**

The plan shall—

...

- (B) with respect to services for older individuals residing in rural areas— (i) provide assurances the State agency will spend for each fiscal year not less than the amount expended for such services for fiscal year 2000;
- (ii) *identify, for each fiscal year to which the plan applies, the projected costs of providing such services (including the cost of providing access to such services); and*
- (iii) *describe the methods used to meet the needs for such services in the fiscal year preceding the first year to which such plan applies.*

**Section 307(a)(10)**

The plan shall provide assurance that the special needs of older individuals residing in rural areas are taken into consideration and shall *describe how those needs have been met and describe how funds have been allocated to meet those needs.*

**Section 307(a)(14)**

(14) The plan shall, with respect to the fiscal year preceding the fiscal year for which such plan is prepared— (A) *identify the number of low-income minority older individuals in the State, including the number of low income minority older individuals with limited English proficiency; and*

(B) *describe the methods used to satisfy the service needs of the low-income minority older individuals described in subparagraph (A), including the plan to meet the needs of low-income minority older individuals with limited English proficiency.*

**Section 307(a)(21)**

The plan shall —

...

(B) provide an assurance that the State agency will pursue activities to increase access by older individuals who are Native Americans to all aging programs and benefits provided by the agency, including programs and benefits provided under this title, if applicable, *and specify the ways in which the State agency intends to implement the activities.*

**Section 307(a)(27)**

(A) The plan shall include, at the election of the State, an assessment of how prepared the State is, under the State's statewide service delivery model, for any anticipated change in the number of older individuals during the 10-year period following the fiscal year for which the plan is submitted.

(B) Such assessment may include— (i) the projected change in the number of older individuals in the State;

(ii) an analysis of how such change may affect such individuals, including individuals with low incomes, individuals with greatest economic need, minority older individuals, older individuals residing in rural areas, and older individuals with limited English proficiency;

(iii) an analysis of how the programs, policies, and services provided by the State can be improved, including coordinating with area agencies on aging, and how resource levels can be adjusted to meet the needs of the changing population of older individuals in the State; and

(iv) an analysis of how the change in the number of individuals age 85 and older in the State is expected to affect the need for supportive services

**Section 307(a)(28)**

*The plan shall include information detailing how the State will coordinate activities, and develop long- range emergency preparedness plans, with area agencies on aging, local emergency response agencies, relief organizations, local governments, State agencies responsible for emergency preparedness, and any other institutions that have responsibility for disaster relief service delivery.*

**Section 307(a)(29)**

*The plan shall include information describing the involvement of the head of the State agency in the development, revision, and implementation of emergency preparedness plans, including the State Public Health Emergency Preparedness and Response Plan.*

**Section 705(a) ELIGIBILITY —**

*In order to be eligible to receive an allotment under this subtitle, a State shall include in the State plan submitted under section 307—. . .*

*(7) a description of the manner in which the State agency will carry out this title in accordance with the assurances described in paragraphs (1) through (6).*

*(Note: Paragraphs (1) of through (6) of this section are listed below)*

*In order to be eligible to receive an allotment under this subtitle, a State shall include in the State plan submitted under section 307—*

*(1) an assurance that the State, in carrying out any chapter of this subtitle for which the State receives funding under this subtitle, will establish programs in accordance with the requirements of the chapter and this chapter;*

*(2) an assurance that the State will hold public hearings, and use other means, to obtain the views of older individuals, area agencies on aging, recipients of grants under title VI, and other interested persons and entities regarding programs carried out under this subtitle;*

*(3) an assurance that the State, in consultation with area agencies on aging, will identify and prioritize statewide activities aimed at ensuring that older individuals have access to, and assistance in securing and maintaining, benefits and rights;*

*(4) an assurance that the State will use funds made available under this subtitle for a chapter in addition to, and will not supplant, any funds that are expended under any Federal or State law in existence on the day before the date of the enactment of this subtitle, to carry out each of the vulnerable elder rights protection activities described in the chapter;*

*(5) an assurance that the State will place no restrictions, other than the requirements referred to in clauses (i) through (iv) of section 712(a)(5)(C), on the eligibility of entities for designation as local Ombudsman entities under section 712(a)(5);*

*(6) an assurance that, with respect to programs for the prevention of elder abuse, neglect, and exploitation under chapter 3— (A) in carrying out such programs the State agency will conduct a program of services consistent with relevant State law and coordinated with existing State adult protective service activities for- (i) public education to identify and prevent elder abuse;*

*(ii) receipt of reports of elder abuse;*

*(iii) active participation of older individuals participating in programs under this Act through outreach, conferences, and referral of such individuals to other social service agencies or sources of assistance if appropriate and if the individuals to be referred consent; and*

*(iv) referral of complaints to law enforcement or public protective service agencies if appropriate;*

*(B) the State will not permit involuntary or coerced participation in the program of services described in subparagraph (A) by alleged victims, abusers, or their households; and*

*(C) all information gathered in the course of receiving reports and making referrals shall remain confidential except— (i) if all parties to such complaint consent in writing to the release of such information;*

*(ii) if the release of such information is to a law enforcement agency, public protective*

*service agency, licensing or certification agency, ombudsman program, or protection or advocacy system; or*  
(iii) *upon court order.*

## **ATTACHMENT E**

### **STANDARD STATE PROVISIONS FOR CONTRACTS AND GRANTS**

**Revised December 7, 2023**

- 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. Where an authorized individual is either required to click-through or otherwise accept, or made subject to, any electronic terms and conditions to use or access any product or service provided hereunder, such terms and conditions are not binding and shall have no force or effect. Further, any terms and conditions of Party’s invoice, acknowledgment, confirmation, or similar document, shall not apply, and any such terms and conditions on any such document are objected to without need of further notice or objection.
- 3. Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial:** This Agreement will be governed by the laws of the State of Vermont without resort to conflict of laws principles. 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 regarding 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:**

1. 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.

2. 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.

3. 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.

4. 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:** During the term of this Agreement, Party, at its expense, shall maintain in full force and effect the insurance coverages set forth in the Vermont State Insurance Specification in effect at the time of incorporation of this Attachment C into this Agreement. The terms of the Vermont State Insurance Specification are hereby incorporated by reference into this Attachment C as if fully set forth herein. A copy of the Vermont State Insurance Specification is available at: <https://aoa.vermont.gov/Risk-Claims-COI>.

**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:** Any liability to the State under the Vermont False Claims Act (32 V.S.A. § 630 et seq.) 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. Use and Protection of State Information:**

1. As between the State and Party, “State Data” includes all data received, obtained, or generated by the Party in connection with performance under this Agreement. Party acknowledges that certain State Data to which the Party may have access may contain information that is deemed confidential by the State, or which is otherwise confidential by law, rule, or practice, or otherwise exempt from disclosure under the State of Vermont Access to Public Records Act, 1

V.S.A. § 315 et seq. (“Confidential State Data”).

2. With respect to State Data, Party shall:

1. take reasonable precautions for its protection;
2. not rent, sell, publish, share, or otherwise appropriate it; and
3. upon termination of this Agreement for any reason, Party shall dispose of or retain State Data if and to the extent required by this Agreement, law, or regulation, or otherwise requested in writing by the State.

3. With respect to Confidential State Data, Party shall:

1. strictly maintain its confidentiality;
2. not collect, access, use, or disclose it except as necessary to provide services to the State under this Agreement;
3. provide at a minimum the same care to avoid disclosure or unauthorized use as it provides to protect its own similar confidential and proprietary information;
4. implement and maintain administrative, technical, and physical safeguards and controls to protect against any anticipated threats or hazards or unauthorized access or use;
5. promptly notify the State of any request or demand by any court, governmental agency or other person asserting a demand or request for Confidential State Data so that the State may seek an appropriate protective order; and
6. upon termination of this Agreement for any reason, and except as necessary to comply with subsection B.iii above in this section, return or destroy all Confidential State Data remaining in its possession or control.

If Party is provided or accesses, creates, collects, processes, receives, stores, or transmits Confidential State Data in any electronic form or media, Party shall utilize:

1. industry-standard firewall protection;
2. multi-factor authentication controls;

3. encryption of electronic Confidential State Data while in transit and at rest;
  4. measures to ensure that the State Data shall not be altered without the prior written consent of the State;
  5. measures to protect against destruction, loss, or damage of State Data due to potential environmental hazards, such as fire and water damage;
  6. training to implement the information security measures; and
  7. monitoring of the security of any portions of the Party's systems that are used in the provision of the services against intrusion.
5. No Confidential 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 United States, except with the express written permission of the State.
  6. Party shall notify the State within twenty-four hours after becoming aware of any unauthorized destruction, loss, alteration, disclosure of, or access to, any State Data.
  7. State of Vermont Cybersecurity Standard Update: Party confirms that all products and services provided to or for the use of the State under this Agreement shall be in compliance with State of Vermont Cybersecurity Standard Update in effect at the time of incorporation of this Attachment C into this Agreement. The State of Vermont Cybersecurity Standard Update prohibits the use of certain branded products in State information systems or any vendor system, and a copy is available at: <https://digitalservices.vermont.gov/cybersecurity/cybersecurity-standards-and-directives>.
  8. In addition to the requirements of this Section 12, Party shall comply with any additional requirements regarding the protection of data that may be included in this Agreement or required by law or regulation.
- 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 this 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, and shall include this provision in all subcontracts for work performed in Vermont. 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. Offset:** The State may offset any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any offset of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided in 32 V.S.A. § 3113.
- 16. Taxes Due to the State:** 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.
- 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, Party is not under an obligation to pay child support or is in good standing with respect to or in full compliance with a plan to pay any and all child support payable under a support order. 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), as amended by Section 17 of Act No. 142 (2010) and by Section 6 of Act No. 50 (2011).

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 ("Confidentiality and Protection of State Information"); 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. Regulation of Hydrofluorocarbons:** Party confirms that all products provided to or for the use of the State under this Agreement shall not contain hydrofluorocarbons, as

prohibited under 10 V.S.A. § 586.

- 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: <https://bgs.vermont.gov/purchasing-contracting/debarment>.
- 23. Conflict of Interest:** Party shall fully disclose, in writing, any conflicts of interest or potential conflicts of interest.
- 24. Vermont Public Records Act:** Party acknowledges and agrees that this Agreement, any and all information obtained by the State from the Party in connection with this Agreement, and any obligations of the State to maintain the confidentiality of information 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 lockouts) ("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 use the State's logo or otherwise 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:**
- 1. 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 this Agreement at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement 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 Agreement immediately, and the State shall have no obligation to pay Party from State revenues.
  - 2. 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.
  - 3. 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:
  - 1. 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 Federal Audit Clearinghouse within nine months. If a single audit is not required, only the Subrecipient Annual Report is required. 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.
  - 2. 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.
  - 3. 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:**

1. **Certification Regarding Use of State Funds:** If Party is an employer and this Agreement is a State-funded grant in excess of \$1,000, 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.
2. **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:**  
**Southwestern Vermont Council on Aging**

**SOV CONTRACT NO. AREA PLAN**

**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 Associates* 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, inequity, or under the Contractor 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 Contractor 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 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.

**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](http://www.vermont211.org).

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

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

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

*AHS ATT. F 5/16/2018*

## **Appendix C**

### **AAA Budget Information**

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

### **B. General Rules Pertaining to AAA Funding**

- Title III funds, with the exception of Title III-E funds, must be matched by fifteen percent (15%) non-Federal match. Five percent (5%) of the non-federal match must be state funds. National Family Caregiver Program funds, Title III-E, must be matched with a twenty-five percent (25%) non-federal match.
- Title III funds used for Area Plan Administration (APA) require a twenty five percent (25%) non-Federal match. Expenses for Area Plan Administration should be recognizable by FASB 116 and 117. Area Plan Administration must be funded with Title IIIC-1 or non-AoA funding source. An AAA may only apply APA to programs not listed as allowable direct services in Section V (Waivers).

- Each AAA must budget their allocated funds for Area Plan Administration or the State will redistribute any unbudgeted funds by formula to other AAAs.
- AAAs budget allocations of Title III-B, III-C-1 or III-C-2 funds require the approval of DAIL. The Department limits the amount of funds that each AAA may transfer to not more than 30% between Titles III-B and C, or not more than 40% between Titles III-C-1 and III-

#### C-2.

- Title III-B funds are for Supportive Services only. IIIB funding is to support the coordination and delivery of the services and cannot be used for the purchase of goods, with the exception of assistive technology.
- Title III-C-1 funds are for Congregate Meal programs, nutrition counseling, education and other nutrition services, and Area Plan Administration.
- Title III-C-2 funds are for **Home Delivered Meals (HDM)**, 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](http://www.aoa.acl.gov/aoa_programs/hpw/title_IIID/index.aspx))
- Title III-E funds are for the National Family Caregiver Support Program. Funds may be used to provide the five categories of services authorized in the OAA: 1) information services; 2) access assistance; 3) counseling; 4) respite care; and 5) supplemental services. All Case Management, Information and Assistance, Respite and other expenses for family caregivers should be budgeted in this program. The category of supplemental services is designed to be used on a limited basis. As a result, each AAA must receive approval from the Department **in advance** of providing supplemental services and may dedicate no more than twenty percent of the Federal funding to this category. AAA are also required to provide caregiver services to older relative caregivers of children age 18 and younger, but may dedicate no more than ten percent of federal funding to this type of service. Please refer to the additional NFCSP requirements in Section III of this document.
- Title VII funds are for Elder Abuse Prevention services, including public education and outreach, training, service coordination, and multidisciplinary activities.
- Nutrition Services Incentive Program (NSIP) funds are to support the Congregate and Home- Delivered Nutrition Programs by providing an incentive to serve more meals. NSIP funds must be used exclusively to purchase food, not meal preparation and may not

be used to pay for other nutrition-related services such as nutrition education or for State or local administrative costs.

- Each AAA shall expend at least 65% of Part B funds for Access to Services, 1% of Part B funds for In-home Services and 5% of Part B funds for Legal Assistance.
- AAAs must budget expenses for Nutrition Education since it is a State required activity.
- Food and Nutrition Services (FNS - Food Stamp Outreach Program) require a fifty percent (50%) non-Federal match. These funds must be allocated within the Case Management and Information & Assistance programs, and in the Information and Access Assistance programs under Title III E.
- Administrative costs are to be spread by the percentage of total cash expenses to each program.
- Equipment costing over \$5,000/unit must have authorization from the funding source if Federal funds are to be used.
- Local funds must be expended in accordance with the budgeted use of local funds.
- AAAs may only use their anticipated current year funding and unbudgeted prior year funds, unless DAIL has an audit or draft audit identifying the carryover amounts from the prior year.
- An Area Agency on Aging must expend 85% of its annual allocation and any carryover of special service funds during the current year. Special service funds are used to help meet the unmet needs of individuals for which there are no other available resources.
- The Department will only allow an AAA to draw in a proportionate share of their Title III, Title VII funds, State Base General Fund, Special Services, Nutrition Service-Meals, Flexible funds, Nutrition Services Incentive Program funds (NSIP), and Volunteer Outreach funds each month (i.e. 1/12th per month). Cash requests above the proportionate share will require an acceptable explanation. AAA will minimize the elapse time between the Federal funds drawn and the expenditure of funds for program purposes.
- Grants for the Provision of Long Term Care Services (Flexible Funding) Expenses/Revenue
  - Allocate the revenue and expenses to the applicable program center. For instance, if you are purchasing adult day services and transportation services with coalition funds you should report the expenses and revenue in the adult day and transportation program columns.

You should report the revenue from the flex fund grant agreements in the "State Other." There are many other specific regulations, rules and/or policies attached to specific revenue sources such as the Senior Companion program, for example. More information about

specific requirements can be found in the grant agreements, contracts and program regulations for a specific revenue source. The above list is not meant as a comprehensive list of rules for AAA funding, but should serve as a list of some more general rules that AAAs should be aware of.

### **C. Use of Specific Categories of State General Funds:**

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

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

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

Below are guidelines for usage of these funds:

- Volunteer Outreach Funds: To be used to increase the AAAs' capacity to make effective use of volunteers, including increasing volunteers and volunteer hours.
- Nutrition Service & Home Delivered Meals (HDM): To be used to support the Title III-C home- delivered meals and congregate meals programs.
- Alzheimer's Fund: Also known as the State Dementia Respite Grant Program, to be used to support the well-being of family caregivers of people diagnosed with Alzheimer's Disease or another form of dementia. DAIL has specific grant agreements with AAAs which include additional details on the allowable usage of these funds.
- Long Term Care Flex Funds: To be used to support individuals age 60 and older or people with disabilities to be able to maintain their independence and live in the setting of their choice. Unlike OAA Title III-B funding which can only be used for service-related supports, these funds may be used for living expenses (i.e. rent or utilities), home repairs and adaptive equipment, and the purchase of products (i.e. dentures or eyeglasses) in addition to services such as personal care. Special consideration should be given to serve those in greatest economic and social need in the service area.
- Special Services: To be used according to the same guidelines as Long Term Care Flex Funds above.
- 3SquaresVT: This is funding transferred by MOU from DAIL to the Department for Children and Families (DCF) to support outreach and application assistance to older Vermonters who may be eligible for 3SquaresVT food benefits. DCF manages the grants directly with the AAAs.

- **Elder Care Clinician:** This is funding to serve older Vermonters who need mental health services but are unable to access those services in an office and so are served in their homes. Funding is managed by MOU from DAIL to the Department of Mental Health (DMH) for Medicaid reimbursement. Funding is distributed by DAIL to the AAAs who contract with the designated mental health agencies in their region to provide the direct mental health services.

#### **D. Use of Base Allocation of State General Funds:**

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

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

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

#### **E. Expense Line Item Definitions**

1. **Personnel** - Wages paid to agency employees. Includes stipends.
2. **Fringe**- Fringe benefits paid to agency employees and volunteers. Includes worker's compensation.
3. **Travel** - All mileage and other reimbursement (meals, lodging) related to agency employee, volunteer or board member travel.
4. **Supplies** - Consumables, such as paper goods, disposable office products, forms, napkins, meals trays etc. Does not include raw food in the context of congregate or **Home Delivered Meals (HDM)**. These costs should not be allocated, if other costs incurred for the same purpose are directly charged to an activity. When several activities benefit from a cost and it is not possible or material to directly charge the cost, the cost should be distributed to the individual activities by a means that best reflects the relative benefit of each activity. AAAs should be prepared to explain the way costs are spread.
5. **Rent/Utilities** - Costs associated with building rental and maintenance. Includes trash removal. Does not include insurance. These costs should not be allocated, if other costs incurred for the same purpose are directly charged to an activity. When several activities benefit from a cost and it is not possible or material to directly charge the cost, the cost should be distributed to the individual activities by a means that best reflects the relative benefit of each activity. AAAs should be prepared to explain how the costs are spread.

6. **Telephone/Postage** - These costs should not be allocated, if other costs incurred for the same purpose are directly charged to an activity. When several activities benefit from a cost and it is not possible or material to directly charge the cost, the cost should be distributed to the individual activities by a means that best reflects the relative benefit of each activity. AAAs should be prepared to explain the way the costs are spread.
7. **Equipment** - Costs associated with purchasing, maintaining and repairing equipment to operate the agency and its programs. Leases for equipment should be recorded here. Computer, photocopier, postage equipment and equipment maintenance contracts should be included. Expenses for equipment purchased for clients should be recorded under grants/contracts.
8. **Insurance** - This includes policies related to agency business but not to employee wages. Examples include vehicle insurance, property liability and directors'/officers' liability. Worker's compensation is not included. The cost of policies should be assigned to administration or spread to programs based upon an analysis of the policy. If this analysis is not provided with the policy, the AAA should request it.
9. **Audit** - Costs associated with agency audits or for audits by specific programs.
10. **Vehicle Operating Costs** - Costs associated with purchasing, operating, maintaining and repairing vehicles owned by the agency. The actual purchase cost should be included under equipment. Vehicle operations costs do not include mileage reimbursement for staff volunteers. If vehicles are used for multiple purposes, agencies should decide which purpose is primary at the point in time the vehicle is being used and assign the expense to the primary activity. For example, if a van is used to transport people, at the same time delivers meals and would be transporting people even if there were not meals to deliver, the expense should be assigned to transportation. Another example: If a van is used to deliver meals on Tuesday and then transport people on Wednesday, the expense should be assigned both to transportation and to home-delivered meals based upon time spent delivering meals and time spent transporting people.
11. **Raw Food** - Cost associated with purchase of food for nutrition services. Does not include beverages and food for staff meetings. Costs for raw food used in preparing meals by agency staff should be split by the ratio of agency prepared home-delivered to congregate meals. The ratio should not include meals prepared under contract.
12. **Training** - Costs associated with organizing or participating in training excluding personnel and staff travel. Includes registration, coffee and donuts, rental of meeting space, costs of hiring a trainer, etc.. Training expenses should be assigned to activities based upon the staff person receiving the training and the purpose of the training. For example, if a staff person is receiving training in case management, the expense should be in case management. Training expenses not assigned to particular staff in the budget should be included in the administration column. The expense during the year should be moved from administration to the appropriate activity when it is known.
13. **Other** - Expenses which do not fit into any of the other categories. Included are dues and subscriptions, advertising and recognition (plaques, flowers etc.). Under administration are included expenses for services purchased from individuals or organizations to accomplish agency administrative work which would otherwise need to be done by staff. Examples are payroll service, janitorial service and legal fees. It also includes contingency money for legal fees etc.

14. **Grants/Contracts** - Grants and contracts include the expense for any program expenses for adaptive equipment and home modifications purchased for clients.
15. **Administration** - This line item is the proportion of administrative expense in the administrative activity assigned to each program by its percent of the agency budget. Administration costs distributed to 'direct services' (services an AAA provides with an approved waiver) are area plan administration in accordance with Section 308 (a) (1) of the Older Americans Act. For budgeting purposes, case management is considered a non-direct 'allowable' service. Funds granted to the Community of Vermont Elders should be budgeted as Administration. Funds utilized to secure the services of a registered dietician for the purpose of performing menu reviews is an allowable administrative expense.
16. **Fundraising** - This line item represents a spread of fundraising costs from the fund raising activity. The fundraising expense should be covered by funds raised. Both the expense and the revenue produced should then be spread to the activities the agency decides to support with the fundraising event/activity.

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

#### **Appendix D**

#### **AAA AREA PLAN APPROVAL PROCESS AND INTERIM FUNDING POLICY**

Commissioner's Office 280 State Drive, HC2 South Waterbury VT 05671-2020

Voice (802) 241-2401

Fax (802) 241-0384

To: From:

Area Agency on Aging Executive Directors

Dr. Jill Bowen, Commissioner, DAIL, and Jason Pelopida, State Unit on Aging Director, Adult Services Division, DAIL

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

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

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

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

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

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

#### **From August 1 - September 30 of each year**

Since you are still operating under an approved Area Plan, you will continue to receive your

1/12th payment each month in August and September.

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

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

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

Cc: Linda DuCharme Bill Kelly

## Appendix E

### AAA Area Plan Report Elements and Due Dates FFY 2026 through FFY 2029

| REPORT                                | ELEMENTS OF REPORT                                                                                                                                                                     | SUBMISSION DUE DATE   |
|---------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|
| <b>FFY 2026 – 2029 FULL AREA PLAN</b> | See Area Plan Instructions for all elements of report. Includes RBA progress report card covering January 1, – June 30, 2025                                                           | <b>August 1, 2025</b> |
| FFY 2025-2026 RBA Report Card         | Includes a FFY25 RBA Report covering July 1, 2025-September 30, 2025 (three months) and FFY26 Initial RBA Report, covering October 1, 2025 - December 31, 2025 (three months).         | February 1, 2026      |
| <b>FFY 2026 Area Plan Update</b>      | Includes a review of FFY26 overall progress as well as goals, plans and activities for FFY27. Includes RBA progress report card covering January 1, 2026 – June 30, 2026 (six months). | <b>August 1, 2026</b> |
| FFY 2026-2027 RBA Report Card         | Covering July 1, 2026 – December 31, 2026 (six months).                                                                                                                                | February 1, 2027      |
| <b>FFY 2027 Area Plan Update</b>      | Includes a review of FFY27 overall progress as well as goals, plans and activities for FFY28. Includes RBA progress report card covering January 1, 2027 – June 30, 2027 (six months). | <b>August 1, 2027</b> |
| FFY 2027-2028 RBA Report Card         | Covering July 1, 2027 – December 31, 2027 (six months).                                                                                                                                | February 1, 2028      |
| <b>FFY 2028 Area Plan Update</b>      | Includes a review of FFY28 overall progress as well as goals, plans and activities for FFY29. Includes RBA progress report card covering January 1, 2028 – June 30, 2028 (six months). | <b>August 1, 2028</b> |
| FFY 2028-2029 RBA Report Card         | Covering July 1, 2028 – December 31, 2028 (six months) and Summary Report.                                                                                                             | February 1, 2029      |

For questions about reporting elements or timelines, contact Tiffany Smith at [tiffany.smith@vermont.gov](mailto:tiffany.smith@vermont.gov).

| <u>Last Name</u> | <u>First Name</u> | <u>Phone #</u> | <u>Address</u>        | <u>Town</u>   | <u>State</u> | <u>ZIP</u> | <u>E-Mail</u>                                                                  | <u>Category</u>            |
|------------------|-------------------|----------------|-----------------------|---------------|--------------|------------|--------------------------------------------------------------------------------|----------------------------|
| Wichlac          | Linda             | 802-442-8136   | 614 Harwood Hill Road | Bennington    | VT           | 05201      | <a href="mailto:linda.wichlac@bpiads.org">linda.wichlac@bpiads.org</a>         | Service Provider           |
| Makayla          | Frissette         |                |                       |               |              |            | <a href="mailto:makayla.frissette@vnahsa.org">makayla.frissette@vnahsa.org</a> | Service Provider - VNA     |
| Kennedy          | Bruce             | 802-440-6326   | 169 Fox Hill Road     | Bennington    | VT           | 05201      | <a href="mailto:asiatic71@hotmail.com">asiatic71@hotmail.com</a>               | Volunteer / Consumer       |
| Niemela          | Krystle           | 802-440-6326   | PO Box 383            | N. Bennington | VT           | 05721      | <a href="mailto:krystle.niemela@vermont.gov">krystle.niemela@vermont.gov</a>   | Service Provider - VDH     |
| Nabil            | Maynard           | 503-662-2450   | 83 Baxter St          | Rutland       | VT           | 05701      | <a href="mailto:nadrech@gmail.com">nadrech@gmail.com</a>                       | Community Member           |
| Simone           | Kaplan            | 415-691-1810   | 83 Baxter St          | Rutland       | VT           | 05701      | <a href="mailto:simone@simonekaplan.com">simone@simonekaplan.com</a>           | Community Member           |
| David T          | Trenor            | 802-282-4122   | 190 S. Main St        | Rutland       | VT           | 05701      | <a href="mailto:dtrenor@bayada.com">dtrenor@bayada.com</a>                     | Service Provide - Bayada   |
| Karley           | Haven             |                |                       | Rutland       | VT           | 05701      | <a href="mailto:karly@rutlandeconomy.com">karly@rutlandeconomy.com</a>         | Community Member           |
| Kimberly         | Phillips          |                |                       |               |              |            | <a href="mailto:KPhillips@ucsvt.org">KPhillips@ucsvt.org</a>                   | Assistant Director SUD/CRT |
| Stephanie        | Palmer            |                |                       |               |              |            | <a href="mailto:StephaniePlamer413@gmail.com">StephaniePlamer413@gmail.com</a> | Community Member           |
| Wallace          | Annmarie          | 802-855-8129   |                       | Rutland       | VT           | 05701      | <a href="mailto:wallace.annmarie@gmail.com">wallace.annmarie@gmail.com</a>     | Community Member           |
| Lewis            | Jeffrey           | 802-772-0119   | 91 Oles Drive         | Rutland       | VT           | 05701      | <a href="mailto:JeffreyELewis@gmail.com">JeffreyELewis@gmail.com</a>           | Community Member           |
| Vignoe           | Judy              | 802-773-3257   | 134 Baxter Street     | Rutland       | VT           | 05701      | <a href="mailto:jvignoe@comcast.net">jvignoe@comcast.net</a>                   | Caregiver                  |
| Lebeau           | Laura             | 802-733-5897   | 233 School St. Apt. 2 | Bennington    | VT           | 05201      |                                                                                | Senior Companion           |
| Pagliccia        | Julie             | 802-362-3950   | PO Box 815            | Manchester    | VT           | 05255      | <a href="mailto:jpagliccia@ucsvt.org">jpagliccia@ucsvt.org</a>                 | Mental Health Provider     |
| Stephanie        | Palmer            |                |                       |               |              |            | <a href="mailto:StephaniePlamer413@gmail.com">StephaniePlamer413@gmail.com</a> | Community Member           |
| Davis            | Gabrielle         | 802-379-0234   | 68 Autumn Acres       | Bennington    | VT           | 05201      |                                                                                | Senior Companion           |

| <b><u>SVCOA BOARD '23-'24</u></b> | <b><u>Title</u></b> | <b><u>ADDRESS</u></b>           | <b><u>TOWN / STATE</u></b> | <b><u>ZIP</u></b> | <b><u>PHONE</u></b>               | <b><u>E-MAIL</u></b>                                                     | <b><u>BEGAN SERVICE</u></b> |
|-----------------------------------|---------------------|---------------------------------|----------------------------|-------------------|-----------------------------------|--------------------------------------------------------------------------|-----------------------------|
| George Davis                      | Emeritus            | 208 Davis Road                  | Castleton, VT              | 05735             | 802-273-2468                      | <a href="mailto:gwdavisjr@gmail.com">gwdavisjr@gmail.com</a>             | 2013                        |
| Tom Adams                         | Director            | 65 Hazel Street                 | Rutland, VT                | 05701             | 802-775-5297                      | <a href="mailto:tomadamsvt@gmail.com">tomadamsvt@gmail.com</a>           | 2017                        |
| Ron Bower                         | Treasurer           | PO Box 6035, 11 Brentwood Drive | Rutland, VT                | 05702             | 802-747-8955/H)802-775-4993       | <a href="mailto:jrcdvermont@cs.com">jrcdvermont@cs.com</a>               | 2015                        |
| Howard Cohen                      | President           | 204 Crescent Boulevard          | Bennington , VT            | 05201             | 413-652-7086                      | <a href="mailto:ravfirefighter@gmail.com">ravfirefighter@gmail.com</a>   | 2017                        |
| Michele Pagan                     | Secretary           | 1050 Mad Tom Rd                 | East Dorset, VT            | 05253             | 202-997-8722                      | <a href="mailto:mpp1@comcast.net">mpp1@comcast.net</a>                   | 2019                        |
| Peter Lawrence                    | Director            | 507 Main Street                 | Bennington , VT            | 05201             | C) 802-430-9142 / H) 802-447-2681 | <a href="mailto:plawrencevt@gmail.com">plawrencevt@gmail.com</a>         | 2019                        |
| Alison Hill                       | Director            | 293 Barnumville Road            | Manchester Center, VT      | 05255             | 802-753-6436                      | <a href="mailto:keturamars@yahoo.com">keturamars@yahoo.com</a>           | 2020                        |
| Lin Lavallee                      | Director            | 317 Prospect Street             | Bennington , VT            | 05201             | 502-608-4676                      | <a href="mailto:lmvallee@iglou.com">lmvallee@iglou.com</a>               | 2020                        |
| Ron Hachey                        | Vice President      | 432 South Street, Unit C-11     | Bennington , VT            | 05201             | 804-296-0713                      | <a href="mailto:rhachey155@gmail.com">rhachey155@gmail.com</a>           | 2022                        |
| Richard Greenspan                 | Director            | 48 Spring Glen Road             | Killington, VT             | 05751             | 802-236-7414                      | <a href="mailto:ragreenspan@vermontel.net">ragreenspan@vermontel.net</a> | 2024                        |
| Roy Lauridsen                     | Director            | 359 Main Street, Apt. 206       | Bennington , VT            | 05201             | 617-413-9909                      | <a href="mailto:roylauridsen@yahoo.com">roylauridsen@yahoo.com</a>       | 2024                        |

| <b><u>Terms of Office</u></b> |                     |           |                                  |
|-------------------------------|---------------------|-----------|----------------------------------|
| Howard Cohen                  | President           | 2024      | Terms Served President-2024      |
| Ron Hachey                    | Vice President      | 2024      | Terms Served Vice President-2024 |
| Michele Pagan                 | Secretary           | 2022-2024 | Terms Served Secretary-2022      |
| Alison Hill                   | Alternate Secretary | 2022-2024 | Term Served Alt. Secretary-2022  |
| Ron Bower                     | Treasurer           | 2016-2024 | Terms Served Treasurer 2016      |

### **Committees**

| <b><u>Finance</u></b> | <b><u>Governance</u></b> | <b><u>Board Development</u></b> | <b><u>V4A Advocacy/Community Relations</u></b> | <b><u>Executive</u></b> | <b><u>Personnel</u></b> |
|-----------------------|--------------------------|---------------------------------|------------------------------------------------|-------------------------|-------------------------|
| Ron B.                | Peter                    | Doug                            | Michele                                        | Ron H.                  |                         |
| Doug                  | Ron H.                   | Howard                          |                                                | Michele                 | Lin                     |
| Tom                   | Alison                   | Ron H.                          |                                                |                         | Tom                     |
| (Howard)              | (Howard)                 | Lin                             |                                                | (Howard)                | (Howard)                |



# Emergency Preparedness & Continuity of Operations Plan



## SVCOA Emergency Preparedness Policy

### **Purpose**

The purpose of this Emergency Preparedness Policy is to ensure that the organization is equipped to respond effectively to emergencies, minimizing risk to the safety of employees, visitors, and property.

### **Scope**

This policy applies to all employees, and visitors across all facilities operated by the organization.

### **Definitions**

- Emergency: Any unforeseen event that poses an imminent threat to health, safety, or property.
- Emergency Preparedness: Actions taken to plan for, respond to, and recover from emergencies.

### **Objectives**

- To identify potential emergencies and assess risks to the organization.
- To establish training and response procedures for emergencies.
- To provide resources and support for preparedness efforts.

### **Emergency Response Plan (ERP)**

- The organization will maintain an Emergency Response Plan/Continuity of Operations (COO) that outlines procedures for various types of emergencies.
- The ERP/COO will include:
  - Clear communication channels and methods for alerting employees about emergencies.
  - Evacuation routes and assembly points at all physical offices.
- Emergency scenarios will be evaluated based on likelihood and potential impact.

### **Training and Drills**

- All employees will receive training on emergency procedures during onboarding and at least once annually.
- Regular emergency drills will be conducted to familiarize employees with response procedures and evaluate the effectiveness of the Emergency Response Plan.

### **Communication Plan**

- A communication plan will be established to provide timely and accurate information during emergencies.
- Employees should be instructed to provide updated contact information to ensure effective communication.

### **Post-Emergency Review**

- After any emergency, a post-emergency review will be conducted to evaluate the response, identify lessons learned, and make necessary adjustments to the Emergency Response Plan.
- Documentation of the emergency response will be kept for review and analysis.

### **Policy Review and Updates**

- This policy and appendices will be reviewed annually and updated as needed to ensure its effectiveness and compliance with applicable regulations.

### **Compliance**

- All employees are required to comply with this policy.



## SVCOA Emergency Preparedness & Continuity of Operations Plan

This plan provides a clear, accessible framework for Southwestern Vermont Council on Aging (SVCOA) staff and clients to prepare for, respond to, and recover from emergencies. The most relevant risks for our region include flooding, fire, and extended power loss. This plan also incorporates our Continuity of Operations Policy (COOP) to ensure that essential services continue during and after emergencies.

SVCOA will transition to a fully cloud-based system before the end of the second quarter 2026, reducing the risk of lost files and client data. Once cloud-based, the only essential piece of equipment for staff to continue work will be a laptop. SVCOA currently uses a cloud-based phone system and database.

### 1. Purpose & Scope

The purpose of this plan is to safeguard the health, safety, and protected information of SVCOA clients, staff, and community partners, which maintains continuity of essential services. This plan applies to all staff, contractors, and volunteers.

### 2. Key Risks & Priorities

SVCOA's primary emergency focus areas are:

- Floods – including rapid-onset flash floods and seasonal flooding
- Fires – structural and wildland
- Extended loss of power

### 3. Continuity of Operations

Essential services to be maintained within 12–24 hours during disruptions:

- Information & Referral Services
- Case Management for Older Vermonters
- **Home-delivered Meals (HDM)**
- Coordination with the Vermont Department of Disabilities, Aging and Independent Living (DAIL)
- Emergency communication with clients and caregivers

Orders of Succession:

1. Executive Director
2. Directors of Nutrition and Aging Services

- 3. Case Management Supervisors
- 4. Options Counselor and Training Supervisor

#### 4. Communication Plan

- Staff contact lists updated upon new hires
- Internal alerts via phone tree, SMS, and email
- Public updates on SVCOA website and social media
- Coordination with Vermont Emergency Management, local EMDs, and partner agencies

#### 5. Emergency Response Procedures

##### Flood Response:

- Move to higher ground immediately
- Avoid driving or walking through floodwaters
- Follow evacuation instructions from local authorities

##### Fire Response:

- Activate fire alarm and call 911
- Evacuate using nearest safe exit
- Assemble at designated meeting point
- Only use fire extinguishers if trained and safe to do so

##### Extended Power Loss:

- Turn off unnecessary electronics to avoid surge damage
- Protect water systems from freezing if winter

#### 6. Agency Response

Case Managers encourage clients to maintain emergency kits with water, food, medications, and essential supplies, and to identify backup support contacts. SVCOA uses PeerPlace to track clients with risk factors such as oxygen dependency, dialysis, mobility limitations, and memory concerns. In Rutland County, the Vulnerable Population Communication Protocol (Appendix C) is used to coordinate with local Emergency Management Directors and partner agencies (Bayada Home Health, Rutland Regional Medical Center, Visiting Nursing Association and Hospice, SVCOA, and others) to ensure timely outreach and assistance to at-risk clients during emergencies.

#### 7. Training & Review

- Annual staff training on emergency procedures
- Semi-annual tabletop exercises for COOP
- Annual review and update of this plan

#### 8. Appendices

Appendix A – Rutland Vulnerable Population Communication Protocol  
Appendix B – Employee Contact List  
Appendix C – Emergency Contacts and Utility Company Contacts

## Appendix A – Rutland Region Vulnerable Population Communication Protocol

Last Reviewed: March 11, 2025

The following is the communication protocol between Town Emergency Management Directors (EMDs) and agencies that serve vulnerable populations. This Protocol is designed for short-term incident response to assist in checking on vulnerable populations before, during, and after hazard events, and to provide timely service coordination. It does not replace 911 or emergency medical services.

**Activation:** The Protocol can be activated by either the EMD or an Agency. If the EMD activates, they may contact the VEM Watch Officer to send a VT-Alert message to all EMDs, secondary municipal contacts, and agency representatives.

If activated by the EMD:

- 1) Alert agencies serving the community and ask each to check on their clients.
- 2) Minimum agencies to alert: Bayada Home Health (802-775-7272); Rutland Regional Medical Center (802-775-7111); SVCOA (Courtney Anderson: 802-772-7828; after-hours 802-734-0484); Visiting Nursing Association and Hospice (Nicole Moran: 802-353-1052; Michael Delehanty: 802-683-9041).
- 3) Agencies assign staff for outreach, compile results up their internal chains, and report findings to EMDs.
- 4) Reports should identify clients needing assistance, those not reached (with priority flags), and those confirmed safe.

**If activated by an Agency:** The Agency follows internal procedures to contact clients and then notifies the relevant EMD(s) with the same report content outlined above.

**Outside of regional/multi-town events:** The Protocol may be used for non-medical, non-fire assistance involving access to or removal of clients from residences. Use of email in lieu of phone calls can be determined by agencies and EMDs.

## Appendix B – Employee and Emergency Contact List

### SVCOA Employee Emergency Contact List - By Office

\*Personal numbers are for emergency use only\*

#### Rutland Office

| Name                | Position                                                     | Phone Number                    |
|---------------------|--------------------------------------------------------------|---------------------------------|
| Rutland Front Desk  |                                                              | 802-239-6716                    |
| Renee Beaupre White | Internship & Mentorship<br>Project Coordinator               | 802-287-1089                    |
| Rosemary Greene     | Executive Director                                           | 802-236-0784                    |
| Maureen McGinnis    | Money Mgmt/Rep Payee<br>Coordinator                          | 802-353-8701                    |
| Courtney Anderson   | Director of Nutrition,<br>Wellness and Community<br>Services | 802-734-0484                    |
| Emma Harvey         | 3SqVT Grant Manager                                          | 802-239-6714 / 518-683-<br>8722 |
| Sarah Ross          | Rutland Case Manager<br>Supervisor                           | 802-989-9937                    |
| Jenifer Graham      | Case Manager                                                 | 802-236-9366                    |
| Sharene Covell      | Nutrition Program<br>Coordinator                             | 802-760-8139                    |
| Karen Stewart       | Case Manager                                                 | 802-239-6720                    |
| Makayla Ferreira    | Case Manager                                                 | 603-309-7246                    |
| Kathy Clark         | Options Intake Counselor                                     | 802-345-2592                    |
| Megan DeVitt        | OC Supervisor/CM Trainer                                     | 802-558-8033                    |
| Kimberly Champine   | Lead Case Manager                                            | 603-903-9384                    |
| Sheila Barton       | Case Management<br>Transitional Nurse                        | 802-779-8162                    |

|                                |                                          |              |
|--------------------------------|------------------------------------------|--------------|
| Lea-Or “Tooti” Zarfati-Eirmann | Information & Assistance                 | 802-770-2478 |
| Lisa Duffy                     | Information & Assistance                 | 802-747-8160 |
| Mary Muratorri                 | Data Entry/Case Aid                      | 802-236-9420 |
| Annmarie Fiske                 | Medicaid Biller                          | 802-236-5872 |
| Cinda Donton                   | Elder Service Clinician (RMH)            | 802-345-6646 |
| Theresa Hoffman                | Eldercare Therapist (RMH)                | 802-855-1096 |
| Joy Mortelliti                 | Communications & Development Coordinator | 802-578-9649 |
| Aaron Brush                    | Caregiver Support Specialist             | 802-989-9556 |
| Myah Baird                     | Caregiver Coordinator                    | 802-239-6712 |
| Jean Heleba                    | Data Manager                             | 802-345-1576 |
| Sue Clark                      | Rep Payee Assistant                      | 802-279-2785 |
| Nicole Woodie                  | Volunteer Coordinator                    | 802-772-5059 |
| Jessica Garrett                | Nutrition and Wellness Manager           | 315-725-1385 |
| Deena Waters                   | Administrative Program Assistant         | 802-343-7955 |
| Tracie Bickford                | Case Manager                             | 802-236-8696 |
| Tonya Milone                   | Case Manager                             | 802-239-6705 |
| Sarah Bovey-Kelly              | Case Manager                             | 802-239-6702 |
| Michael Smelser                | Case Manager                             | 802-239-6703 |
| Angela Whitehead               | Case Manager                             | 802-770-4917 |
| Amanda Van Dien                | Case Manager                             | 802-239-6713 |
| Jessica Hurley                 | Case Manager                             | 802-535-6328 |

## Bennington Office

| Name               | Position                                             | Phone Number |
|--------------------|------------------------------------------------------|--------------|
| Molly Thompson     | Case Manager                                         | 802-239-6737 |
| Angela Ruel        | Case Manager                                         | 802-239-6734 |
| Christine Becker   | Case Manager                                         | 518-232-0846 |
| Bridget Free       | Office Administrator &<br>Business Office Specialist | 203-913-3426 |
| Deirdre McKenna    | Case Manager Assistant                               | 413-652-0419 |
| Gail Whitman-Buell | Case Manager                                         | 802-688-7916 |
| Samantha Brennan   | Aging Services Director                              | 518-810-9871 |
| Allison Harris     | Case Manager                                         | 802-379-6559 |
| Beth Johnson       | Case Manager                                         | 802-379-6468 |
| Anna Mattison      | Case Manager                                         | 802-375-3019 |
| Vicky Radcliffe    | Information and Assistance                           | 802-733-1857 |
| Lisa "Ellie" White | Case Manager                                         | 914-373-9707 |
| Jennifer Gardner   | Bennington Case Manager<br>Supervisor                | 802-239-6701 |
| Marissa Armstrong  | Case Manager                                         | 518-268-0265 |
| Erica Walch        | GMRSVP Director                                      | 802-365-4265 |
| Melanie Perry      | GMRSVP Volunteer<br>Coordinator                      | 603-266-7376 |
| Wanda Jones        | GMRSVP Volunteer<br>Coordinator                      |              |

## Emergency Contacts

Phones: Dialpad 855-342-5723

Electric/Green Mountain Power: 888-835-4672

APS: 800-564-1612

### **Bennington:**

Bennington Fire: 802-442-1051

Bennington Rescue Squad/Paramedics: 802-442-5817

Bennington Police: 802-442-1030

Water: Bennington Town Office 802-442-1037

Bennington Building Manager/John Goodrich: 802-447-1503

### **Rutland:**

Rutland City Fire Department: 802-775-0005

Rutland Region Ambulance Service: 802-773-1746

Rutland City Policy Department: 802-773-1816

Rutland County Sherrif's Department: 802-775-8002

Rutland Town Office/Water: 802-773-2528

## Appendix C – Utility Company Contacts

### Emergency Information for SVCOA

#### Electrician:

Bob Bizon 802.770.2321 or Jeff Patch 802.558.5036

#### Furnace and Fuel:

Gecha Fuels 802.483.9333

#### Heat Pumps:

Bill Loshen 802.446.2931, 802.236.0663

#### OR

Green Mountain Plumbing and Heating 802.457.1997

They did the initial install of the heat pumps

#### Plumber:

We do not have an official plumber, the below was recommended and he has come to the office:

Bill Loshen 802.446.2931 or 802.236.0663

**He may be called as well for the heat pumps as he installs them commercially**

#### Insurance Carriers:

Hickok & Boardman-Mindy Biro is the Rep 802.383.1606

**Claims 802.658.3500**

**Liability:** Philadelphia Insurance Policy#PHSD1847154

**Workers Comp:** AmTrust Policy#30414829

Workers Comp claims must be filed with Hickok & Boardman within 24 hours at

Mindy Biro at [mbero@hbinsurance.com](mailto:mbero@hbinsurance.com) and Susan Walker at [SNWalker@acrisure.com](mailto:SNWalker@acrisure.com)

First Report of Accident DOL is in the managers drive/new employee folder

**Volunteer Insurance SVCOA-** CIMA-Client Code VTRUTL3 800.222.8920

**Volunteer Insurance RSVP-** CIMA-Client Code VTBENN 800.222.8920

#### Snow Plowing and Lawn

Carrara's Services-Eric Carrara 802.773.7551

#### IT

Silloway Networks

Please remember that an IT Service Form should be completed, Bridget should be contacted

#### Elevator

Accessibility Systems-Bob Webber 802.734.0869

#### Alarm System

Royal Glass and Lock 802.773.3313

**Please see the next page for information if the red communications failure light comes on and the elevator is beeping. Contact Bridget Free and ask her to place a call to Comcast/Xfinity regarding the phone line issue affecting the elevator call button.**

**Emergency Preparedness Rutland County**

 [Emergency Contacts for Social Service Agencies.xlsx](#)