

Senior OLUTIONS

Council on Aging for Southeastern Vermont

Area Agency on Aging

Area Plan

Federal Fiscal Years 2022–2025

October 1, 2021 – September 30, 2025

August 2, 2021



Vet to Vet volunteers Jack Greene, Bill Guenther (back), Walter Stover, Howard Putnam

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Appendix A

Verification of Intent

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

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

Date July 19, 2021 (signed) Mary Bestwell
Area Agency on Aging Director

Date July 29, 2021 (signed) Barbara Woods
President, Board of Directors

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

Date July 19, 2021 (signed) Meri Kogut
Chairperson, Area Agency on Aging Advisory Council

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

BRIEF HISTORY

Senior Solutions is the Area Agency on Aging designated to serve older adults in the southeastern region of Vermont. Our organization was established in 1973, first incorporated as Senior Services of Southeastern Vermont in 1985, and received 501(c)(3) exempt status in 1986. The name was changed to Council on Aging for Southeastern Vermont, Inc. (COASEV) in 1991. In July 2011, we registered the trade name Senior Solutions.

Today, Senior Solutions provides a wide variety of services to older adults within our 46-town service area, giving priority to those with the greatest social and economic needs. This is attained through a comprehensive and coordinated system of information and referral, home-based assistance, case management, nutrition services, and many community partners.

Our Vision

Every person will age in the place of their choice, with the support they need and the opportunity for meaningful relationships and active engagement in their community.

Our Mission

To promote the well-being and dignity of older adults

Our Values

- We honor and respect the life experience and autonomy of Vermont's older adults.
- We recognize the essential role of families, caregivers and communities in the lives of older adults.
- We foster a work environment where creativity, open-mindedness and resourcefulness are expected; our employees are compassionate, respectful and responsive to the needs and wishes of our clients.
- We are committed to maintaining strong community partnerships to assure our clients' varied needs are met and to collectively strengthen the infrastructure of support for older adults.
- We embrace our role as advocates for older adults, including speaking out about current issues, identifying unmet needs, proposing solutions and believing that our collective voices can bring about change.

EXECUTIVE SUMMARY

Optimism is in the air at Senior Solutions. With changes in leadership and the reopening of services after a long winter of restrictions, we eagerly look forward to doing more of what we love to do.

We are not just resuming, we are expanding our work among community partners and clients who, more than ever, need knowledgeable support as they age in place.

New staff in our state and federal benefits programs are ramping up their outreach and application assistance. Our new phone system has enabled HelpLine specialists to process calls more efficiently. In March 2021, our case managers provided a record-breaking 705 hours of service to 242 clients enrolled in long-term care Medicaid programs.

Our nutrition director and I are reaching out to meal sites, senior centers, and adult day service providers as they reopen their doors for in-person programming. And we continue to work on reducing social isolation by providing laptop and tablet computers to older Vermonters who have limited mobility. We are also pairing our burgeoning volunteer corps with seniors in need.

Senior Solutions continues to development our robust volunteer program, particularly through our Vet-to-Vet volunteer initiative, and we have expanded the Veterans' Directed Care Program services across the four southern Vermont counties. We are advancing understanding and coordinated community response to elder abuse, neglect, and exploitation, and actively engaged with numerous community partners to promote access to the network of supports and services available for older Vermonters so that they may live with dignity in the setting of their choice.

Throughout the COVID-19 pandemic, we supported our clients through the challenges of cutbacks in home-care services, loss of access to medical services, social isolation, food insecurity, and personal loss. Unfortunately, as society has reopened with robust vaccination rates in Vermont, these services have not rebounded. The lack of an available workforce, and the infrastructure to support workers, is a major concern to Senior Solutions, as it is to all of the Agencies on Aging across Vermont. These trends, which are highlighted throughout this plan, test our optimism.

Senior Solutions' previous area plan for fiscal years 2019–2022 highlighted workforce and service delivery, housing, transportation, funding and financial security, and access to health care as top concerns of older adults and service providers. The impact of the pandemic has dramatically increased these areas of concern. This plan highlights the widening gap between the rising population of Vermonters ages 65 and older, and the diminishing population of younger service providers in the workforce. Senior Solutions and our community partners will be challenged to find creative ways to attract, educate, house, and employ the homemakers, personal-care

attendants, LNAs, and care managers needed to support older Vermonters as they choose to live in the settings of their choice.

As noted below, the pandemic has highlighted underlying vulnerabilities in rural communities. Despite these concerns, Senior Solutions is hard at work with area leaders creating opportunities to fortify efforts that address these longstanding challenges. In the face of these hardships, the pandemic has revealed the resilience and resourcefulness in our organization and in our communities.

Current system and major trends/issues

Senior Solutions is fortunate to exist in a region of the state in which there are many state health and nonprofit social service agencies, as well as health care facilities all sharing a common goal of high-quality client care through person-centered planning and active collaboration. Under our OneCare Accountable Care Organization contract and the Vermont Blueprint for Health, Senior Solutions is connected to Mt. Ascutney Hospital, Springfield Hospital and Medical group, and Brattleboro Memorial Hospital. Our case managers work side-by-side with hospital care coordinators to facilitate discharges and solidify services contributing to clients' social determinants of health. In addition, Senior Solutions has been active with each of these hospitals in the development and implementation of their community health needs assessments and improvement plans.

AHS field directors in Hartford, Springfield, and Brattleboro have built strong interagency integrated services teams working to close gaps in service delivery across clients lives—from child and family services to substance abuse treatment to ElderCare mental health services for seniors.

Area Medicaid Waiver teams bring a wide cross-section of community providers together to share resources and collaborate on the care of Medicaid Choices for Care recipients and SASH coordinators convene interagency treatment teams on which our case managers participate.

Unique to our area are the grass-roots CARES and Aging-in-Place groups, such as Aging in Hartland. With their extensive community networks and expanding community nursing programs these groups fill significant gaps in the system due to rigid funding silos. Also filling many such gaps are the regional senior centers and meal sites that provide services fundamental to supporting older Vermonters who choose to age in place.

Despite these extensive system networks, aging in place is becoming more difficult in Vermont. The Vermont workforce and larger economic systems that are a necessity for older adults with modest economic means, are in crisis. Significant financial resources are directed to address nursing shortages in medical institutions, for instance, while low-paid homecare workers, who support their clients in staying out of such high-cost institutions, struggle to survive in unaffordable housing, with unavailable or limited expensive child-care, and ever rising costs of living. Senior Solutions applauds Gov. Phil Scott's second round of legislation to incentivize

workers to move to Vermont, however, such cash incentives don't address the larger challenges of making a living as a low-to-moderate wage-earner. The current societal or economic infrastructure is not sufficient to meet the growing need for services supporting the social determinants of health of Vermont's growing aging population.

Area plan goals and projected achievements

Our goal is for Senior Solutions to be a household name among the age 60+ population in Windsor and Windham Counties. The points noted in this plan point out that older Vermonters seeking services frequently don't know where to turn. Whether it is to match them with a Friendly Visitor, screen them for benefits, enroll them in a home-delivered meals program, or support them in accessing their local senior center, Senior Solutions will work hard to do a better job at getting the word out about our services.

According to the 2019 census figures, more than 2,200 individuals at or above age 60 across Windsor and Windham Counties were living at or below the federal poverty level. A recent client roster for Senior Solutions revealed that we are reaching barely 20% of these individuals living with high economic need, a group mandated for service from agencies on aging within the Older Americans Act. Our goal is to extend services to many more of them.

As part of the critical network of social service agencies within Vermont, and Windsor and Windham Counties, Senior Solutions is working to increase our visibility. We have embarked on a redesign our website to provide easier access to information. Our NCOA grant has enabled us to expand our benefits-enrollment center activities. An expanding volunteer cohort, especially among veterans, not only directly supports many additional clients, but also spreads the good word about Senior Solutions throughout our rural region.

With new leadership in senior staff at Senior Solutions, there truly is optimism in the air. We aim to broaden relationships among our community and statewide partners in order to expand awareness among Vermonters about where to turn for the network of supports and services available. During this time of crisis, this awareness and these partnerships are critical in developing creative solutions to the challenges we face.

NEEDS ASSESSMENT

Section B

Background

As the designated Area Agency on Aging for the Southeastern Vermont region, Senior Solutions has the responsibility to plan and develop a comprehensive and coordinated system of services and supports for older adults and family caregivers in its designated service area, targeting those in greatest economic and social need.

For the FFY21-25 Area Plan, all Area Agencies on Aging in Vermont participated in the development and implementation of the Statewide Needs Assessment conducted by Flint Springs Associates (FSA), a Vermont-based consulting firm, for the Department of Disabilities, Aging and Independent Living (DAIL) in preparation for the State Plan on Aging. Senior Solutions cooperated in this effort by broadly disseminating the survey used in the needs assessment in our region. Special care was taken to disseminate the survey to home-delivered meals clients and support them to complete and return it.

In addition to the data emerging from FSA's assessment, Senior Solutions' executive director, management team and Advisory Council conducted thorough reviews of reports from multiple state and national sources, our Senior HelpLine, and NAPIS data. Public comments received through a survey of stakeholders in our region, two professionally facilitated community meetings (one for Windsor County and one for Windham County) that took place in February, and a professionally facilitated staff focus group conducted via Zoom.

Reports Reviewed

State Reports, Presentations and Data:

- FSA: Vermonters 60+ and Family Caregivers Needs Assessment, December 2020 (DAIL)
- Preventing Substance Misuse among Older Adults, Charles Gurney, LICSW, Substance Use and Aging Specialist, ADAP and State Unit on Aging, Vermont, February 2021
- Opioid-Related Fatalities Among Vermonters (Data Brief, VT Department of Health, March 2020)
- Alcohol Use Among Older Adults (Data Brief, Vermont Department of Health, February 2020)
- 2020 Annual Report of the VT Commission on Alzheimer's Disease and Related Disorders, January 2021
- Meals to Older Vermonters and Other Vulnerable Populations (DAIL Report to the VT Legislature in Accordance with Act 136. Section 13, August 18, 2020), also known as the "Nutrition Adequacy Report"
- Vermont's Health Care System: Payers & Players (Report to the VT Legislature), Nolan Langweil, Joint Fiscal Office, Updated January 2021

Area Hospital Community Health Needs Assessments

- Brattleboro Memorial Hospital (Brattleboro, VT, 2018 NHNA and 2020 update)
- Dartmouth-Hitchcock, Alice Peck Day and Visiting Nurse and Hospice of NH and VT (VNH) Community Health Needs Assessment, 2019
- Grace Cottage Family Health & Hospital Community Health Needs Assessment, 2018
- Mt. Ascutney Hospital and Health Center Community Health Needs Assessment, 2018
- Springfield Hospital and Medical Systems (Springfield, VT 2019 CHNA Health Organization Reports Specific to Senior Solutions' Region
- COVID-19 & Rural Health Equity in Northern New England, Health Equity and Rural Empowerment (HERE) and Dartmouth College Center for Global Health Equity, June 2020
- Feasibility and acceptability of a medically tailored meal program for congestive heart failure patients in rural Vermont, Dartmouth-Hitchcock Population Health et al., January 2020

Federal Reports and Data

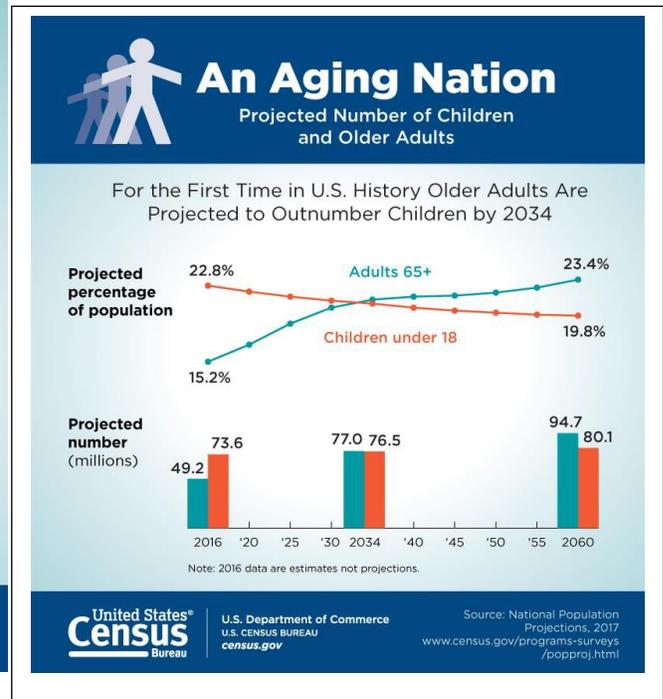
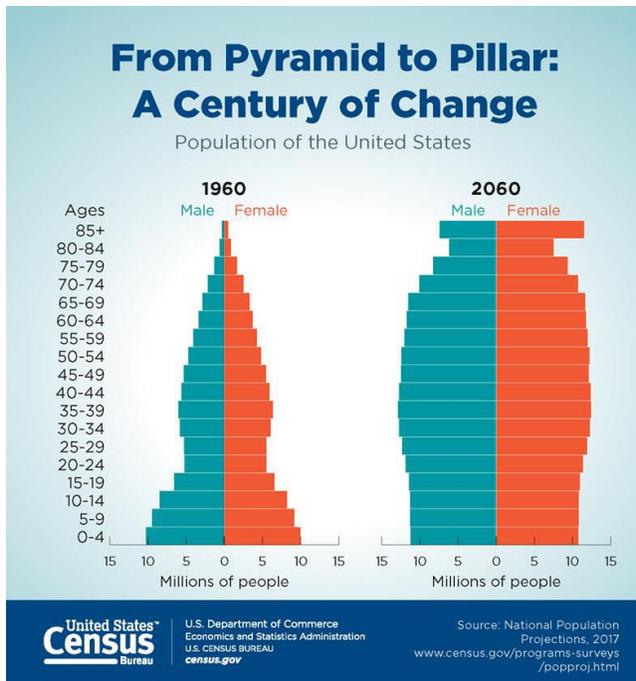
- CDC report: Vital Signs: Trends in State Suicide Rates — United States, 1999–2016 and Circumstances Contributing to Suicide — 27 States, 2015. Deborah M. Stone, et al. 6/8/18
- US Census Bureau Data

Other Reports and Data

- “Out of Reach” 2020 report by the National Low Income Housing Coalition (NLIHC)
- America’s Health Rankings, VT Senior Report 2020
- Vermont suicide rates far outpace nation’s, Mike Faher, VT Digger, Jun 10 2018
- AAA Data for Home Health Shortages, 2020 (provided to DAIL 12-17-20)

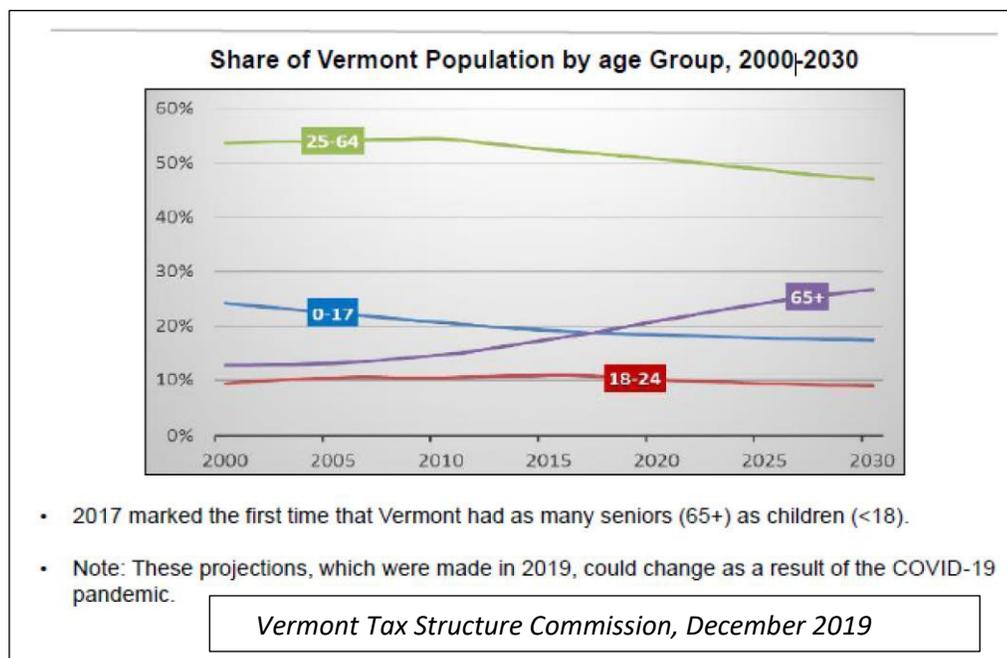
An Aging Nation

According to the US Census Bureau, America’s population is aging, and the population’s age structure is undergoing significant change. Since 2010, there has been a 34% increase in the 65- and-older population, a growth of approximately 13.8 million people. During this period, the median age also increased from 37.2 to 38.4 years. Along with increased aging, there have been changes in the population’s age structure. The 65-and-older population has grown while the population aged 14 and under has been shrinking. Higher life expectancy and record low birth rates further drive the trend. The “big picture” is startling. The projected changes in population by age group from 1960 to 2060 show enormous change when depicted visually. It is also very significant that for the first time in US history, older adults are projected to outnumber children by 2034.



An Aging Vermont

The demographic shift is even more significant in Vermont, which is the second oldest state in the country in terms of median age and among the highest states in the proportion of residents over the age of 65. The following chart, from the Vermont Tax Structure Commission, shows recent and projected population changes by age group. It is striking that in 2017 the lines crossed in Vermont, marking the first time that Vermont had as many older adults as children. Nationally, this shift is not expected to happen until 2034.



Windsor and Windham Counties

In Windsor and Windham counties, the region served by Senior Solutions, the percent of older adults in the population is even higher than the state average. The median age disparity is even more startling.

WINDSOR AND WINDHAM COUNTIES POPULATION OF OLDER ADULTS COMPARED TO VERMONT AND UNITED STATES

	Windham County	Windsor County	Vermont	US
Population	42,823	55,275	623,989	328,239,523
% 65 and over	22	23	20	16
Median Age	47.6	48	42.8	38.5

Census data: ACS 2019 (as compiled in www.censusreporter.org)

Implications of Demographic Trends

Vermont is older on average than the rest of the United States, and that disparity is likely to grow. Vermont's population is the third oldest by median age in the nation, with one in three Vermonters expected to be 60 or older by 2030, and the number of those over 80 expected to double. Vermonters are living longer but experiencing more chronic and complex health conditions. There is an increasing awareness of demographic trends that are particularly acute in Vermont, that are challenging the state in terms of its ability to meet the needs of an increasingly aging population. These challenges are often compounded in rural areas. Federal and state funding to provide basic services to seniors have not kept pace, especially as more seniors with greater needs choose to remain in their homes.

It should also be noted that the Senior Solutions service area is rural. Senior Solutions brings extensive experience and expertise serving older adults and people with disabilities in rural areas; we also understand cultural barriers that keep people from seeking or accepting assistance. Besides attitudes of shame related to accepting public assistance, there is a strong cultural tradition of "going it alone," and keeping one's problems, no matter how severe, confined to the home. This dynamic is a key element of how proper training in identifying and intervening in situations where older adults are at-risk can make a substantial difference in the serving the older adult and caregiver population of this service area.

Statewide Needs Assessment

Flint Springs Associates (FSA) conducted a statewide community needs assessment of the needs of and resources for older adults and caregivers. The purpose of the needs assessment was to determine the available resources and their effectiveness, and gaps in the service delivery

system. An Executive Summary of the report is attached. The complete report is available through our office upon request.

The assessment used a non-experimental survey of older adults and family caregivers. FSA created an online and hard copy version of each survey and responsibility for distribution of both surveys was assumed by each of the five Area Agencies on Aging. Methods for survey distribution to both older Vermonters and family caregivers varied across the regions. There were 2716 older adults and 357 caregivers who responded to the survey. Due to limitations associated with the pandemic, the FSA did not conduct stakeholder interviews as a part of the Needs Assessment. However, Senior Solutions conducted its own stakeholder survey and had excellent participation throughout its region.

It is important to begin this summary with a very positive observation. The vast majority of older Vermonters are live in their own home and receive the help they need to live independently.

Vermonters 60+ Survey Findings:

1. Prior to the COVID-19 pandemic, older Vermonters felt they were living the life they desired most of the time.
2. More than 50% of older Vermonters report their physical health has impacted their ability to live life as desired.
3. The vast majority (91%) of older Vermonters responding to this survey live in their own home.
4. 83% of older Vermonters drive their own car, making the ease of getting to friends, shopping, appointments, etc., relatively simple.
5. More than three-quarters of Vermonters aged sixty and over rely on Social Security as a source of income.
6. Nearly all older Vermonters have health insurance coverage, but responses regarding the extent of coverage varies by income level and type of survey completed.
7. Older Vermonters misunderstand how long-term care services, if needed, will be paid for.
8. Food insecurity, as evidenced by use of food programs, is significantly more present in respondents who completed hard copy surveys.
9. Knowledge of resources focused on older Vermonters varies widely and by specific programs.

Family Caregiver Survey Findings:

1. The majority of family caregivers provide care to their family member between 20 hours and round-the-clock on a weekly basis.
2. Caregivers devote years of their lives providing care to their family member.
3. Family caregiving negatively impacts the caregiver on a range of personal dimensions.
4. Despite reports of negative impacts associated with caregiving, slightly less than a quarter of family caregivers use respite services.

5. More than half of family caregivers expressed interest in gaining information and/or education around self-care, medical benefits, long term care and estate planning, and medical conditions.
6. Engagement and/or interest in individual counseling or caregiver support groups as a helpful form of support varies.
7. Friends, family members, health care providers and the internet are the most common sources of support and information that family caregivers rely on.

National Rankings on Senior Health

Another important report is the United Health Foundation 2020 Senior Report, a comprehensive analysis of senior population health on a national and state-by-state basis across 44 measures of senior health. Vermont has consistently ranked very high. The report highlighted the following strengths and challenges for the state:

Strengths:

- Low prevalence of multiple chronic conditions
- High prevalence of high health status
- Low prevalence of food insecurity

Challenges:

- High prevalence of falls
- Low percentage of hospice care use
- Low prevalence of cancer screenings

The report also highlighted the risk of social isolation for adults over 65+. Risk factors for social isolation in seniors include poverty; living alone; divorced, separated, or widowed; never married; disability; and independent living difficulty. Other key findings:

- Food insecurity decreased 33% in the past three years from 15.4% to 10.3% of adults ages 60+
- Low-care nursing home residents increased 26% since 2013 from 6.5% to 8.2% of residents
- Home health care workers decreased 9% in the past two years from 209 to 190 aides per 1,000 adults ages 65+ with a disability
- Cancer screenings decreased 15% since 2014 from 82.8% to 70.6% of seniors receiving recommended screenings
- Flu vaccination coverage decreased 16% in the past five years from 65.0% to 54.4% of adults ages 65+
- Early death decreased 13% in the past five years from 1,708 to 1,486 death per 100,000 adults ages 65-74

Local Hospital Needs Assessments

We reviewed Community Health Needs Assessments conducted by hospitals and health care systems that serve our region:

- Brattleboro Memorial Hospital, Brattleboro, VT
- Dartmouth-Hitchcock, Alice Peck Day and Visiting Nurse and Hospice of NH and VT (VNH) Lebanon, NH
- Grace Cottage Family Health & Hospital, Grafton, VT
- Mt. Ascutney Hospital and Health Center, Windsor, VT
- Springfield Hospital and Medical Systems, Springfield, VT

Top concerns impacting older adults were identified prominently in most of the community health needs assessments:

- Access to affordable health insurance, health care services and prescription drugs
- Access to mental health care services
- Access to substance misuse prevention, treatment and recovery services
- Dental Care / Oral Health
- Difficulty finding a primary care doctor
- Affordable, stable housing
- Diet & Nutrition/ affordability of healthy food
- Transportation Barriers.
- Navigating the healthcare system
- Lack of options for physical activity

The following issues that were consistently identified in the hospital needs assessments as challenges facing older adults in our region that our agency is well situated to help address:

Affordable and Accessible Healthcare

- Seniors report affordable health care to be a primary health concern that they have, followed by the cost of prescription drugs and access to drug prevention/recovery services
- The major barriers to obtaining healthcare or health access is unaffordability, long waiting times, and lack of services

Substance Abuse/ Misuse

- Prevention of substance misuse and access to addiction recovery programs were found to be primary areas of concern for senior citizens
- Opioid drug overdose is particularly prevalent in the Windsor County compared to the rest of Vermont.

Obesity

- Obesity rates have been gradually increasing, reaching 28% of the adult population in 2016
- Survey data suggests potential worries for continued increase in obesity rates
A high proportion of adults are not consuming a healthy serving of vegetables and fruits on a daily basis
- Roughly 1 in 4 adults do not exercise and engage in physical activity on a regular basis

Alzheimer's Disease

- Over 13,000 Vermonters age 65+ are living with Alzheimer's Disease in 2018. By 2025 this number is estimated to increase by 30.8% to 17,000, with effects especially drastic in the 75-84 age range
- The cost for caregivers of ADRD patients is very high, totaling \$277 billion in 2018.

Most Challenging Aspects of Being a Caregiver:

- Dealing with ADRD-related behaviors (42% want key contact person for questions)
- Time and Responsibility of Caregiving (48% want respite)
- Feelings of Isolation, Grief, and Loss (38% want educational resources on coping strategies)
- Lack of knowledge about resources (25% of caregivers don't know what's available)

Respite Care Shortages in Vermont

A report compiled by the Area Agencies on Aging in 2020 dramatically highlights the lack of respite caregivers in Vermont. They report severe understaffing and long waitlists for services. Seniors are being left in dangerous situations because of the lack of available aides. Family caregivers are making heavy sacrifices, and both recipients and families are facing emotional distress as a result.

In Senior Solutions' region specifically, the waitlist for respite services predates October 2019. Not a single client has all their approved hours covered; some clients are spending hours alone, and families are putting in many extra hours or even leaving jobs because there are not enough respite caregivers available. Many clients choose to remain at home, knowing that there will be large gaps in care coverage, rather than move into a facility.

"It is a regular occurrence for clients to either be in tears that they need help or to say they would rather go without and stay home, than be in a nursing home."

"I work with a woman that is 100 yrs. and bed bound. She knew (the home health agency) could not fill all the shifts and she made the decision to discharge from Pine Heights anyway."

COVID-19

Senior Solutions participated in a study of the impact of COVID 19 in our region, entitled "COVID-19 & Rural Health Equity in Northern New England." Published in June 2020, the

report was developed by Health Equity and Rural Empowerment (HERE) and Dartmouth College Center for Global Health Equity, June 2020. Key findings included the following:

This study has revealed significant strengths within health systems, social service organizations, and communities across both states that contributed to low rates of infection, facilitated a robust health system response by rural institutions, and mitigated the worst impacts of the pandemic on the region's most vulnerable populations. Importantly, this study demonstrates that poor outcomes for vulnerable populations are not inevitable: small, resource-constrained rural institutions were able to mobilize public health and health systems responses that prioritized vulnerable populations.

Other key findings:

1. Pandemic Response:

Rural healthcare organizations with limited hospital and minimal ICU beds prior to the pandemic rapidly responded to create critical care capacity and mount an effective public health response.

2. Vulnerable Patients and Populations:

Across the region, there was a robust integrated response by health systems, social service organizations, and communities to protect medically and socially vulnerable populations.

3. Telehealth as a Tool for Health Equity:

Telehealth's rapid expansion during the early pandemic response demonstrated its potential as a promising tool for advancing health equity in rural environments.

4. Health System Impacts:

With critical access hospitals and community health centers forming the backbone of rural healthcare delivery, prioritizing support for these rural institutions is crucial for maintaining access to healthcare for residents of remote, rural regions.

5. Broader Impacts on Health and Well-being:

The pandemic has highlighted underlying vulnerabilities within rural communities. Yet amid concerns, rural leaders have highlighted new opportunities to fortify efforts to address longstanding challenges, and the pandemic has revealed the resilience and resourcefulness within communities. Strategic supports to capitalize on rural strengths will position rural communities for long-term recovery. Investment in rural broadband will be foundational for rural economies to fully benefit from broader shifts toward telework, opening up new opportunities for employment among rural residents and attracting workers to the region.

Risk factors for social isolation are exacerbated during a pandemic: poverty; living alone; divorced, separated or widowed; never married; disability; and independent living difficulty (America's Health Rankings).

The pandemic has severely curtailed in-person programs offered by the Area Agencies on Aging in Vermont, including Senior Solutions. Exercise and falls prevention programs were cut off when the winter weather made outdoor gatherings impossible. Home-delivered meals programs have continued

to deliver food to recipients, but with none of the beneficial social aspects of the program—volunteers are delivering food to doors and leaving, often with no direct contact with recipients. Communal meals programs and community gathering spaces were suspended, closed, or restricted across the state. Home visitor programs were also limited, although Senior Solutions’ dedicated volunteer base have found ways to engage safely with recipients through phone and video calls and outdoor, socially distanced meetings.

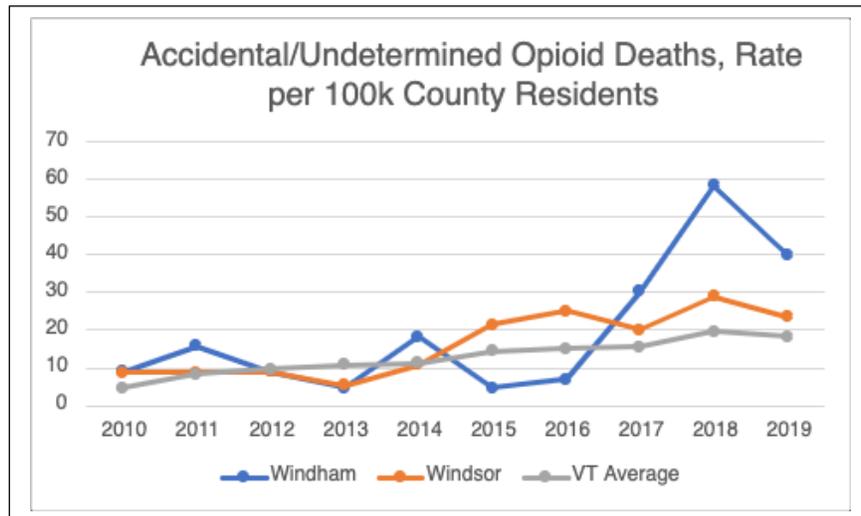
Family and volunteer caregivers have reported that the process of registering for testing and for vaccines is difficult for some older adults to navigate. Senior Solutions has helped.

The pandemic has also made data collection and analysis difficult: a significant amount of data from 2020 is either unavailable due to the pandemic complicating collection methods or has been significantly skewed because of the impact of the pandemic. COVID Response Funds have greatly benefited our communities but obfuscated the long-term needs and our collective capacity to address them.

Substance Abuse: Opioids, Alcohol, Medication Misuse

According to data collected by the Vermont Department of Health, in 2019 Vermont saw a 15% decrease in opioid-related deaths—the first decrease since 2014. Fentanyl continues to be the primary driver of opioid-related deaths in Vermont, accounting for 86% of deaths in 2019. While the overall number of “accidental and undetermined-manner opioid deaths” trended upward between 2010-2019, the average age of those deaths has trended downward. The percentage of opioid-related deaths among adults ages 50+ decreased from 46% in 2010 to 23% in 2019, with the lowest point at 20% in 2016.

Opioid-related deaths have been trending upward in both Windham and Windsor Counties; Windham saw a sharp increase between 2016 and 2018, and Windsor has had a higher rate of deaths than the state average for 5 consecutive years (2015-2019).



(It is important to note that most drug-related fatalities are due to combinations of substances, not a single drug; additionally, circumstances of each of the fatalities are unique and cannot all be attributed to substance use disorders.)

The Vermont Department of Health collects data on alcohol use among older adults through the Behavioral Risk Factor Surveillance System. Neither at-risk drinking nor chronic drinking rates have significantly changed between 2011-2018. In 2018, 25% of seniors in Vermont reported at-risk drinking (the US average for the same age group is 19%). At-risk drinking is defined as 3+ drinks on a single occasion for men, and 2+ drinks for women. The percentage of seniors who reported at-risk drinking was lower among seniors with a disability (19% versus 29%), and lower among seniors of low socioeconomic status (14% versus 30%). 5% of seniors in Vermont reported chronic drinking in 2018 (chronic drinking is defined as >2 drinks per day for men, and >1 drinks per day for women).

Older adults were found to be less likely than younger adults to be asked about alcohol use or offered advice about what level of drinking is harmful. Older Adults with certain health conditions including hypertension, obesity, cardiovascular disease, and diabetes are less likely to participate in at-risk drinking than those without. This may suggest that individuals with these health conditions are receiving advice from their doctor, or other sources, that alcohol consumption should be limited due to their chronic condition.

At-risk drinking rates are similar among older adults who take prescribed medications for pain, sleep, and/or anxiety and those who don't; rates are also similar among seniors who fell in the past 12 months and those who didn't. Interestingly, individuals who reported that they "rarely or never get the emotional support they need" are *less* likely to report at-risk drinking compared to adults who get emotional support "at least some of the time."

Across the Brattleboro, Springfield and White River Junction Vermont Department of Health districts, between 2018 and March 2020, prescription drug misuse among all adults has remained steady at 8%. Senior Solutions has taken steps to address this through the implementation of the HomeMeds program. Our trained LPN administers this program, involving taking medication inventories for clients which are then submitted to a consulting pharmacist for review. Any concerns highlighted in the review are communicated back to our LPN, the client and the primary care physician.

Dementia: According to the Governor's Commission on Alzheimer's Disease and Related Dementias, over 13,000 Vermonters age 65+ were living with Alzheimer's Disease in 2018; by 2025 this number is estimated to increase to 17,000. Alzheimer's is the 6th leading cause of death in Vermont, and Vermont has the 6th highest rate of Alzheimer's-related deaths in the USA. The Commission's report highlights Vermont's lack of capacity to adequately support the growing number of individuals with ADRD and their families. Medicaid costs to care for people with dementia in Vermont are expected to increase 36.1% between 2018 and 2025; in 2017, family caregivers provided a total of 34,000,000 hours of unpaid care. The Commission advises that "we must do more to educate around prevention, expand and strengthen our workforce, and engage our decision makers if we are to be prepared to meet the needs of Vermonters now and into the future."

Suicide rates among seniors: Vermonters are dying by suicide at a rate more than 35 percent higher than the national average, continuing a years-long trend in spite of widespread prevention and education efforts. According to a report from the CDC, from 2012-2016, the suicide rate for Vermonters aged 70-74 was 25 per 100,000 people; the national rate for that age group was 15 per 100,000. Risk factors for suicide among older adults can include depression, poverty, medical problems and isolation. This is a particular issue in Vermont, where the lack of public transportation is a major obstacle for people who can't drive.

Affordable housing: Multiple hospital CHNAs have noted that Vermont's seniors are concerned about affordable housing. According to a report by the National Low Income Housing Coalition, conducted in 2020, the Fair Market Rent for a two-bedroom apartment in Vermont is \$1,215. In order to afford this level of rent and utilities—without paying more than 30% of income on housing—a household must earn \$48,597 annually (or \$4,050 monthly). In Senior Solutions' region, 63% of seniors have an annual household income under \$50,000; 31% have an annual income under \$25,000.

Local Data Gathering

Senior Solutions engaged in a robust outreach effort to gather data on the experiences of our community partners and older adults in the Southeastern Vermont region relative to the strengths of our communities in supporting older adults and areas where there is room for growth. We retained a professional facilitator who designed a process to gather data on unmet needs and priorities. We conducted a survey that was completed by 83 community partners representing a broad array of community stakeholders, including health care, community volunteers, mental health, substance abuse, law enforcement, emergency responders, military organizations, civic groups, the business community, state agencies and hunger and poverty relief agencies. Surveys were completed by stakeholders that were highly representative of our entire region in terms of geographic diversity and profession.

We also invited our partners to participate in two community meetings, one for Windsor County and one for Windham County. The Windsor County meeting was co-hosted by the Bugbee Senior Center, and the Windham County meeting was co-hosted by Brattleboro Senior Center and Brattleboro Senior Meals. A third structured, facilitated meeting was held for the Senior Solutions staff to share their experiences and ideas. Members of our Board and Advisory Council, including members of the committee overseeing the Area Plan, participated. Updates were provided and input was also gathered at meetings of the Advisory Council.

Stakeholder surveys identified the following as the top three most pressing issues facing older adults in our region:

1. In-home personal services to help older adults who need assistance with activities of daily living to remain in their homes
2. Ensure that older adults know who to call when services are needed, make it easier to understand how to get services
3. Transportation services

Those completing the survey had the opportunity to offer comments. The following comments are typical of the sentiments expressed in our survey and at the community meetings:

“It seems to be much easier to acquire funding for services and supports than finding the supports whether through private hire or through a home health agency. MOW is working well and is a great support Lifeline and assistive device funding is very helpful especially if staff cannot be found.”

“As a meal site our switch to curbside meal service happened almost seamlessly at the onset of the pandemic and subsequent shut down. New volunteers stepped up to deliver even more meals as part of our MOWs program so this is working, always! Our network of volunteers to provide these services is also working well, and we can always use more.”

“I know of many of the services, but so not find any compilation of services with information. This is especially an issue when there are new services, revisions or changes, especially in eligibility, or new services.”

“Transportation, particularly in the winter can be an issue and technology is a huge issue... lack of the equipment as well as knowledge of how to use it... with so much on Zoom or other platforms these days, our seniors are being left out.”

Participants in the facilitated community-wide meetings and staff meeting echoed all these themes and many more. The following are recurring themes expressed by numerous participants:

COVID response throughout our region has been outstanding. Food distribution efforts were praised, though some regional inequities impacting remote rural areas were noted.

There are a broad array of agencies and organizations doing outstanding work in our region, and agencies are coordinating their efforts and working well together. In particular community nurses and local “Cares” or “Aging in Place” groups bring enormous value, and their growth and expansion should be encouraged and supported.

The inadequacy of home-based hands-on care providers to meet the needs of our region was seen as more serious and pressing than in the past. This issue rose to the top more than any other in break-out sessions.

Many identified a priority to get more technology into the hands of older adults and to address regional broadband coverage barriers. It was noted that new opportunities for participation in community life became available to older Vermonters such as legislative meetings, select board meetings and programs through virtual technology, and these opportunities should continue.

The critical role of volunteers and the need for ongoing volunteer development and support was often mentioned.

Many other issues, including transportation, affordable housing, elder abuse, financial insecurity, the value of telephone check-ins, outreach, assistance with accessing services and the value of adult day services were identified. Participants expressed many ideas for how to address the challenges that were identified. Senior Solutions is exploring ways to keep our community partners engaged and participating in discussions to assist us to develop new initiatives and set priorities for the future. Participants expressed a strong value in the community meetings that were held and a desire to hold such meetings periodically in the future.

COMMUNITY FOCAL POINTS

Section C

1. Senior Solutions, 38 Pleasant St., Springfield, VT 05156

Other Offices: 1011 North Main St. Unit 24, White River Jct., VT 05001

205 Main St., Brattleboro, VT 05301

Mark Boutwell, Executive Director, 802-885-2655, mboutwell@SeniorSolutionsVT.org

Communities served: Windsor and Windham Counties except for: Bethel, Rochester, Royalton, Sharon, Southbridge.

Includes: Readsboro, Searsburg, Thetford and Winhall

OAA Services Provided: HelpLine, Case Management, Options Counseling, Outreach, Community Education, Volunteer Recruitment and Support

Non-OAA: Choices for Care, Medicare Assistance (SHIP), public benefits assistance

2. Bellows Falls Area Senior Center, 18 Tuttle St., Bellows Falls, VT 05101

Teagen Kosut, Director, bfasc@sover.net, 802-463-3907

Communities Served: Rockingham (incl. Bellows Falls), Walpole, North Walpole, plus surrounding communities.

OAA Services Provided: Meals on Wheels and Congregate Meals, Nutrition education and support, evidence-based wellness programs, volunteer opportunities.

Non-OAA Programs: social, educational and recreational.

Coordination: Regular contact and visits from Nutrition and Wellness Director and Senior Solutions outreach staff; referrals from Senior Solutions HelpLine; regular sharing of newsletters.

3. Gibson-Aiken Center, 207 Main Street, Brattleboro, VT 05301

Sarah Clark, Asst. Director/ Director of Senior Center, Brattleboro Parks & Recreation, sclark@brattleboro.org, 802-257-7570

Cynthia Fisher, Director, Brattleboro Senior Meals, Director@brattleboroseniormeals.org, (802) 257-1236

Communities Served: Brattleboro, Dummerston, Guilford, Marlboro and Vernon. Also surrounding communities.

OAA Services Provided: Meals on Wheels and Congregate Meals, Nutrition education and support, evidence-based wellness programs, volunteer opportunities.

Non-OAA Programs: Social, educational and recreational.

Coordination: Regular contact and visits from Nutrition and Wellness Director and Senior Solutions outreach staff; referrals from Senior Solutions' HelpLine; regular sharing of newsletters.

4. Black River Area Senior Center, 10 High Street, Ludlow, VT 05149

Jean Strong, Director, 802-779-7132 jsmorrillvt@yahoo.com

Communities Served: Ludlow, Cavendish, Plymouth, and Proctorsville, surrounding communities.

OAA Services Provided: Meals on Wheels and Congregate Meals, Nutrition education and support, evidence-based wellness programs, volunteer opportunities

Non-OAA Programs: social, educational and recreational.

Coordination: Regular contact and visits from Nutrition and Wellness Director and Senior Solutions outreach staff; referrals from Senior Solutions HelpLine; regular sharing of newsletters.

5. Springfield Senior Center, 139 Main St, Springfield, VT 05156
Lori Johnson, Executive Director, lorijohnsonssc@gmail.com 802-885-3933
Communities served: Chester, Springfield, Andover, North Springfield, Baltimore and South Weathersfield, surrounding communities.

OAA Services Provided: N/A

Non-OAA Programs: Social, educational and recreational

Coordination: Regular contact and visits from Nutrition and Wellness Director and Senior Solutions' outreach staff; referrals from Senior Solutions HelpLine; regular sharing of information.

6. Bugbee Senior Center, 262 N. Main Street, White River Junction, VT 05001

Mark Bradley, Executive Director, mark@bugbeecenter.org, (802) 295-9068

Communities served: Hartford, Norwich, Thetford, and Hartland and vicinity

OAA Services Provided: Meals on Wheels and Congregate Meals, Nutrition education and support, evidence-based wellness programs, volunteer opportunities

Non-OAA Programs: Social, educational and recreational; transportation; social services.

Coordination: Regular contact and visits from Nutrition and Wellness Director and Senior Solutions' outreach staff; referrals from Senior Solutions HelpLine; regular sharing of newsletters.

7. Thompson Senior Center, 99 Senior Lane, Woodstock, VT 05091

Deanna Jones, Director, djones@thompsonseniorcenter.org, 802-457-3277

Communities served: Barnard, Bridgewater, Pomfret and Woodstock and vicinity

OAA Services Provided: Meals on Wheels and Congregate Meals, Nutrition education and support, evidence-based wellness programs, volunteer opportunities.

Non-OAA Programs: Social, educational and recreational; comprehensive programming, transportation, social services provided.

Coordination: Regular contact and visits from Nutrition and Wellness Director and Senior Solutions' outreach staff; referrals from Senior Solutions HelpLine; regular sharing of newsletters.

Coordination of services and community support for older adults:

We work in close partnership with numerous community organizations that support older adults. Regional senior centers with whom we collaborate serve many communities beyond the towns where they are located. Local, independent community "cares" groups that our agency was instrumental in creating many years ago are unique to our region. These groups provide a structure for volunteers to provide direct assistance, transportation, help accessing services, and community nursing services to people in their respective towns. Cares groups exist in Chester/ Andover, Dummerston, Grafton, Guilford, Marlboro, Putney, Westminster, Windham and efforts to reorganize a Deerfield Valley group has been taking place in Wilmington. Similar groups exist in Norwich, Thetford, Reading/ West Windsor, Weathersfield and Hartland. Our Outreach Coordinator, Social Services Director, and Nutrition Director meet regularly with these organizations to provide support and coordination of services.

We serve on six SASH interdisciplinary teams. Neighborhood Connections in Londonderry serves a population that includes older adults and works in close partnership with our agency. Parks Place in Bellows Falls serves as a human service "hub." Volunteers in Action serves the Windsor region. We

work with the Dartmouth Center on Health and Aging in Lebanon that serves Windsor County. We actively participate in quarterly meetings of the cares groups where we always are given the opportunity to share information and resources. We serve on a wide array of committees and work groups, and meet regularly with representatives of these entities.

Many of these groups are also represented on our Advisory Council. We have an active Advisory Council that meets monthly. Our goal is to have as many of the towns we serve as possible represented on our Advisory Council. They receive information and updates at our meetings that they can take back to their communities. We also send materials about our programs to the towns we serve. We send materials to libraries and do presentations. We often provide presentations or disseminate information to congregate meal sites that are not located in Senior centers.

We send frequent news and updates to the focal points and other community partners described above through e-mail. We often provide presentations about our programs to our partners. We send them newsletters and program brochures to give to their clients. We plan to continue these activities.

Goals, Objectives & Strategies
Section D.

Title III: Community Planning & Systems Development

Goal: To strengthen the community infrastructure that supports the well-being and dignity of older Vermonters by leveraging relationships with our community partners and expanding our outreach.

Objective: Senior Solutions will provide information, support and technical assistance to local groups supporting older adults in their community.

Strategy: Senior Solutions will leverage our NCOA and 3SquaresVT grants to connect with a broader cohort of our constituents. We will participate in meetings of local community groups interested in supporting older adults, to strengthen relationships and share information. Also, Senior Solutions' leadership will engage in direct individual outreach to local meal sites and senior centers.

Strategy: Senior Solutions will provide technical support to local groups interested in starting or growing volunteer or wellness programs.

Strategy: Senior Solutions will continue to provide leadership to the Mt Ascutney Hospital Community Health Improvement Project senior health workgroup.

Performance Measure: Community partner organizations will report an increased involvement by Senior Solutions' leadership in local initiatives to strengthen awareness of services and supports, and in coalitions that promote systems change for the benefit of older Vermonters.

Objective: Senior Solutions will develop materials using multiple forms of media to educate community partners and the public about available resources for older adults and where to find answers to frequently asked questions.

Strategy: Senior Solutions will disseminate and continually update a resource guide on available programs and services specific to the greater Windsor and Windham County areas.

Strategy: Senior Solutions will expand its publicity efforts using multiple forms of media and presentations to local community groups. Such publicity will include methods such as Senior Health Quick Guide refrigerator magnets, Senior Solutions post card deliveries with Home Delivered Meals, and expanded community access television programming.

Strategy: Senior Solutions will launch a completely renewed website designed for easier access to information and resources.

Performance Measure: surveys of community partners will demonstrate an increase in awareness of community resources supported by Senior Solutions and strengthened collaboration.

Title IIID: Health Promotion and Disease Prevention

Goal: Promote participation in evidence-based wellness programs by offering a variety of programs that appeal to different interests and preferences.

Objective: Develop and implement at least one new evidence-based wellness program in the region served by Senior Solutions.

Strategy: Identify one or more potential new wellness programs from needs assessment data and the updated ACL list of programs for IIID.

Strategy: recruit volunteers and community partners to function as new program leaders.

Strategy: Provide program sponsored training and support to new leaders.

Performance Measure: Rosters of wellness programs will demonstrate increased participation in such programs.

Title VII: Prevention of Elder Abuse, Neglect and Exploitation

Goal: Improve prevention efforts to protect vulnerable older adults against abuse, neglect and exploitation while maximizing their autonomy.

Objective: Strengthen the local and statewide systems that protect older adults from mistreatment and provide remedies to victims.

Strategy: Facilitate meetings of the Windsor County Coordinated Community Response (CCR) Team as developed through the Windsor County Project to Address Abuse in Later Life, and support community efforts such as providing ongoing education to law enforcement personnel in the service region, to strengthen protection and support for victims or those at risk.

Strategy: Participate in the Adult Protective Services (APS) Advisory Committee and maintain a positive working relationship with APS locally and statewide.

Performance Measure: Local and statewide service organizations will report improved coordination of supports and services for victims or those at risk.

Senior Solutions

Area Plan

Federal Fiscal years

2022-2025

RBA Goals

SENIOR SOLUTIONS AREA PLAN

Section D

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

PROGRAM: Choices for Care, Moderate Needs Group Medicaid and Older Americans Act case management.

WHO does the program serve?

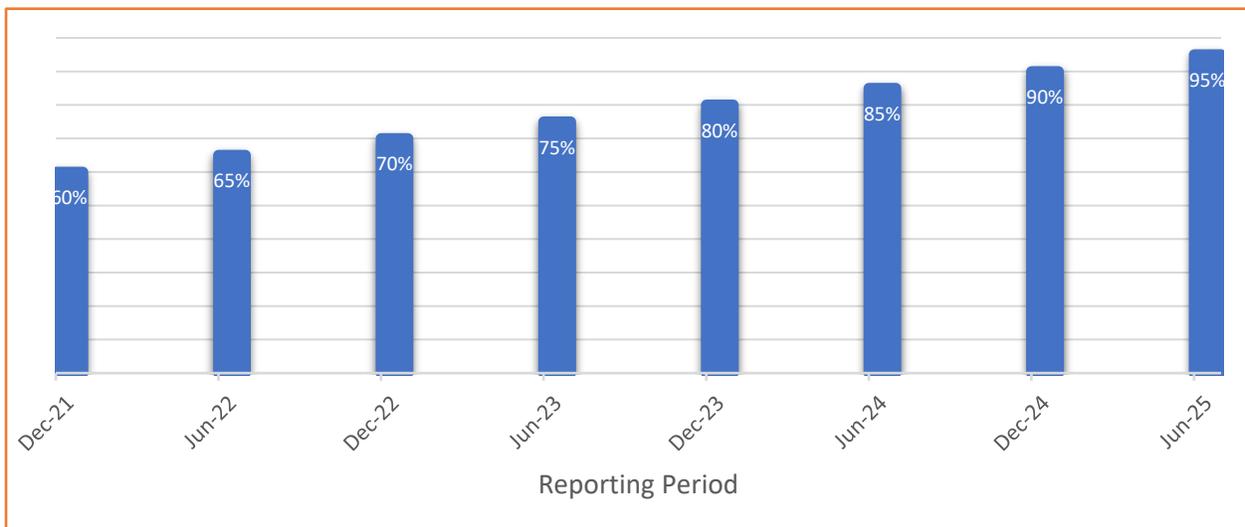
This program serves residents over age 60 or are disabled of Windsor and Windham Counties, with the greatest economic need, with the greatest social need, and who are at risk for institutional placement.

WHAT does the program do?

Case management is a service provided to an older individual or a younger individual with disabilities at the direction of the individual or a family member to assess the needs, and to arrange, coordinate, and monitor an optimum package of services to meet their needs. Senior Solutions' case managers support the independence of older Vermonters and younger Vermonters with disabilities by assisting them with accessing services, and State and Federal benefit programs that will enhance their quality of life. Case managers empower their clients to take action in their lives based on Person-Centered decision-making. Case managers provide older Vermonters and younger Vermonters with disabilities, their family members, and their caregivers with information they need about programs and services, to make informed decisions about care and service options.

Headline Performance Measures:

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



Story Behind the Curve: These performance measures were developed by a statewide group of case management supervisors (VAST) and Area Agency on Aging directors in collaboration with Vermont DAIL directors.

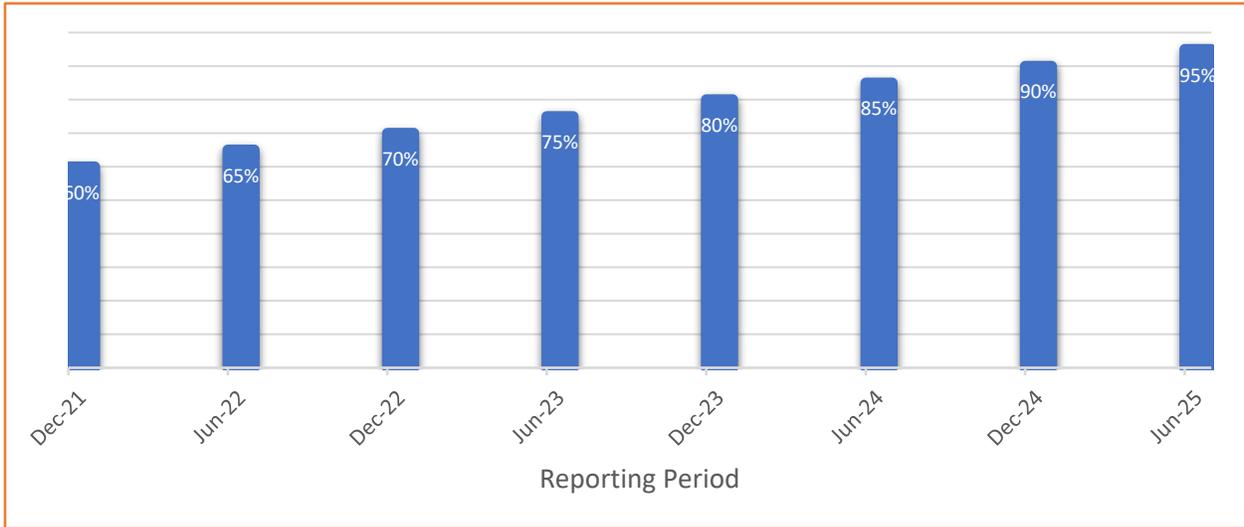
What Works: The Senior Solutions' Case Management team, Senior Helpline, and Outreach staff prioritize helping older Vermonters and younger Vermonters with disabilities meet their needs through comprehensive benefits screening, application assistance, Person-Centered Options Counseling, outreach, and strong advocacy. We strive to understand what is important to them and what is important for them, to fully respect their choices and decision-making with regard to living their lives with dignity in the setting of their choice by addressing their unmet needs.

Partners: Brattleboro Memorial Hospital, Springfield Hospital and Mt Ascutney Hospital community health teams, Health Care and Rehabilitation Services designated mental health agency, Visiting Nurse Association of Vermont/New Hampshire, Bayada Home Care, OneCare Vermont, SASH, regional Long-term Care Clinical Coordinators, SEVCA, AHS Windham and Windsor Field Directors, VT Department of Economic Services, local Aging in Place and Cares groups, local police departments, local housing authorities, local adult day and senior centers, local and regional transportation agencies.

Action plan: The Senior Solutions' Case Management team, Senior Helpline, and Outreach staff will utilize tools such as Person-Centered interviewing and Motivational interviewing with their clients to better understand what is important to them and what is important for them in order to fully respect their choices and decision making with regard to living their lives with dignity in the setting of their choice by addressing their unmet needs. Training will be provided to staff by the new Senior Solutions Operations Director who is a certified trainer in Person-Centered interviewing. Senior Solutions will survey a representative sample of Choices for Care, Moderate Needs Group and Older Americans Act clients every six months to assess whether or not they feel their case manager respects their choices and decision making.

Headline Performance Measures:

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



Story Behind the Curve: These performance measures were developed by a statewide group of case management supervisors (VAST) and Area Agency on Aging directors in collaboration with Vermont DAIL directors.

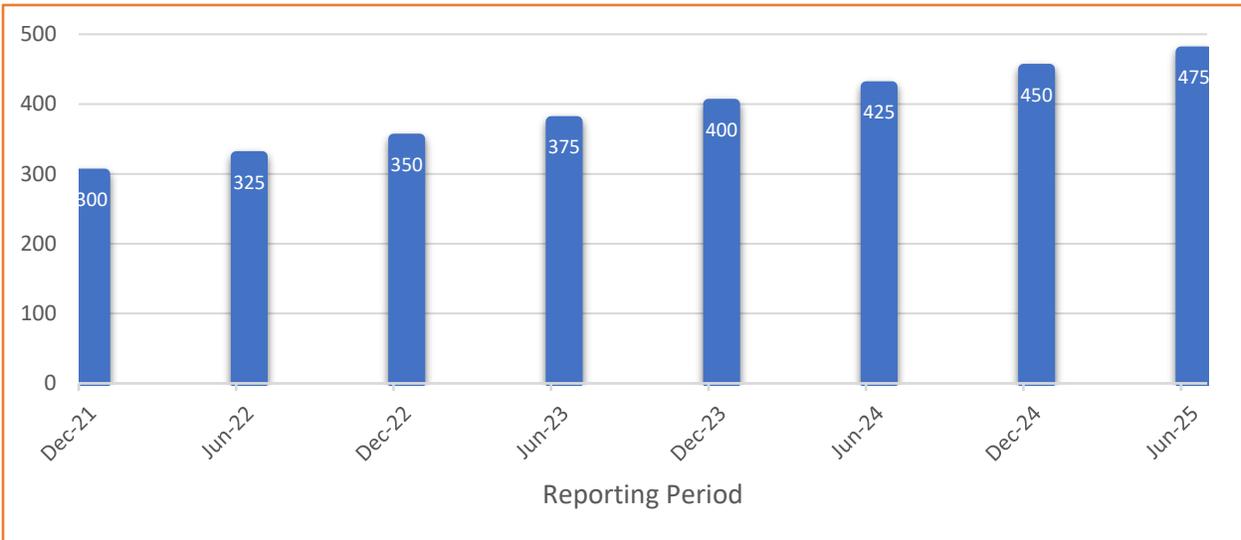
What Works: The Senior Solutions’ Case Management team, Senior Helpline, and Outreach staff prioritize helping older Vermonters and younger Vermonters with disabilities meet their needs through comprehensive benefits screening, application assistance, Person-Centered Options Counseling, outreach, and strong advocacy. We strive to understand what is important to them and what is important for them in order to fully respect their choices and decision making with regard to living their lives with dignity in the setting of their choice by addressing their unmet needs.

Partners: Brattleboro Memorial Hospital, Springfield Hospital and Mt Ascutney Hospital community health teams, Health Care and Rehabilitation Services designated mental health agency, Visiting Nurse Association of Vermont/New Hampshire, Bayada Home Care, OneCare Vermont, SASH, regional Long-term Care Clinical Coordinators, SEVCA, AHS Windham and Windsor Field Directors, VT Department of Economic Services, local Aging in Place and Cares groups, local police departments, local housing authorities, local adult day and senior centers, local and regional transportation agencies.

Action plan: The Senior Solutions’ Case Management team will continually reassess their client needs to ensure that they are receiving the services and supports necessary to meet them. The Senior Solutions’ Case Management team will collaborate in coordinating with our community partners as listed above to ensure the reliable delivery of high-quality services and supports. The Senior Solutions’ Case Management team will advocate with local and State officials on behalf of their clients when they identify systematic gaps in service. Senior Solutions will survey a minimum of 10% of Choices for Care, Moderate Needs Group and Older Americans Act clients every 6 months to assess whether or not they feel their case manager has helped to improve their quality of life.

Headline Performance Measures:

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



Story Behind the Curve: These performance measures were developed by a statewide group of case management supervisors (VAST) and Area Agency on Aging directors in collaboration with Vermont DAIL directors.

What Works: The Senior Solutions’ Case Management team, Senior Helpline, and Outreach staff prioritize helping older Vermonters and younger Vermonters with disabilities meet their needs through comprehensive benefits screening, application assistance, Person-Centered Options Counseling, outreach, and strong advocacy. We strive to understand what is important to them and what is important for them in order to fully respect their choices and decision making with regard to living their lives with dignity in the setting of their choice by addressing their unmet needs.

Partners: Brattleboro Memorial Hospital, Springfield Hospital and Mt Ascutney Hospital community health teams, Health Care and Rehabilitation Services designated mental health agency, Visiting Nurse Association of Vermont/New Hampshire, Bayada Home Care, OneCare Vermont, SASH, regional Long-term Care Clinical Coordinators, SEVCA, AHS Windham and Windsor Field Directors, VT Department of Economic Services, local Aging in Place and Cares groups, local police departments, local housing authorities, local adult day and senior centers, local and regional transportation agencies.

Action plan: The Senior Solutions’ Case Management team and Options Counseling staff will track application assistance completions and transitions. Senior Solutions will also track the number of completed applications that convert to active CFC case management engagement. The Senior Solutions data management team will develop reporting capacity for such data.

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

PROGRAM: Choices for Care, Moderate Needs Group Medicaid and Older Americans Act case management.

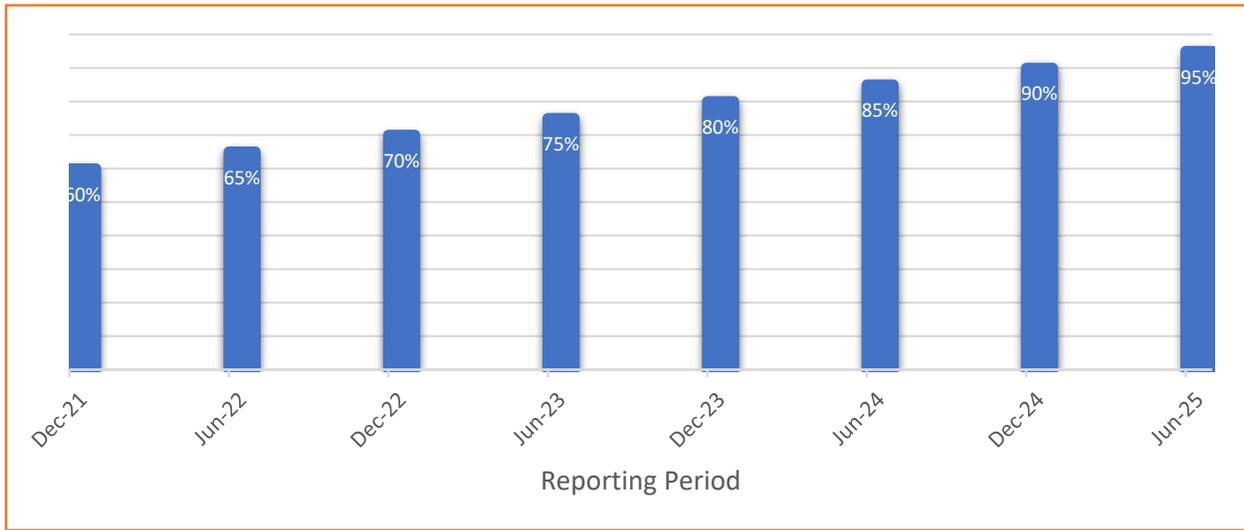
WHO does the program serve?

This program serves residents over age 60 or are disabled, of Windsor and Windham Counties, with the greatest economic need, with the greatest social need, and who are at risk for institutional placement.

WHAT does the program do? Case management is a service provided to an older individual or a younger individual with disabilities at the direction of the individual or a family member to assess the needs, and to arrange, coordinate, and monitor an optimum package of services to meet their needs. Senior Solutions' case managers support the independence of older Vermonters and younger Vermonters with disabilities by assisting them with accessing services, and State and Federal benefit programs that will enhance their quality of life. Case managers empower their clients to take action in their lives based on Person-Centered decision-making. Case managers provide older Vermonters and younger Vermonters with disabilities, their family members, and their caregivers with information they need about programs and services, to make informed decisions about care and service options.

Headline Performance Measures:

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



Story Behind the Curve: These performance measures were developed by a statewide group of case management supervisors (VAST) and Area Agency on Aging directors in collaboration with Vermont DAIL directors.

What Works: The Senior Solutions’ Case Management team, Senior Helpline, and Outreach staff prioritize helping older Vermonters and younger Vermonters with disabilities meet their needs through comprehensive benefits screening, application assistance, Person-Centered Options Counseling, outreach, and strong advocacy. We strive to understand what is important to them and what is important for them in order to fully respect their choices and provide services based on a Person-Centered goal plan.

Partners: Brattleboro Memorial Hospital, Springfield Hospital and Mt Ascutney Hospital community health teams, Health Care and Rehabilitation Services designated mental health agency, Visiting Nurse Association of Vermont/New Hampshire, Bayada Home Care, OneCare Vermont, SASH, regional Long-term Care Clinical Coordinators, SEVCA, AHS Windham and Windsor Field Directors, VT Department of Economic Services, local Aging in Place and Cares groups, local police departments, local housing authorities, local adult day and senior centers, local and regional transportation agencies.

Action plan: The Senior Solutions’ Case Management team, Senior Helpline, and Options Counseling staff will utilize DAIL best practice guidelines in the provision of case management services based on a Person-Centered goal plan. Senior Solutions will survey a minimum of 10% of Choices for Care, Moderate Needs Group and Older Americans Act clients every 6 months to assess case management service satisfaction.

SENIOR SOLUTIONS AREA PLAN

Section D

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

PROGRAM: Nutrition services program.

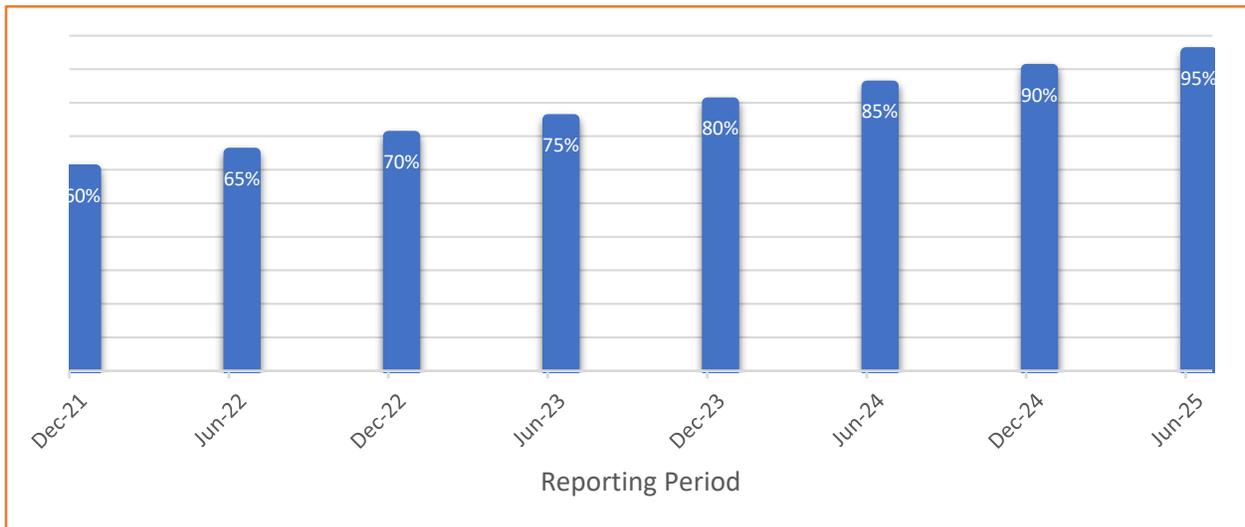
WHO does the program serve?

This program serves older adults, age 60 and over, in Senior Solutions' service area, eligible caregivers and their dependent children.

WHAT does the program do? Nutrition Counseling - as defined by the Academy of Nutrition & Dietetics, provides individualized guidance to individuals or caregivers who are at nutritional risk because of their health or nutrition history, dietary intake, chronic illness, or medication use. Counseling is provided one-on-one by a registered dietitian nutritionist (RDN) and addresses the options and methods for improving nutrition status with a measurable goal.

Headline Performance Measures:

1. 95% of OAA Nutrition Services Program participants with a nutrition risk score of 6+ will be referred for nutrition counseling and set a measurable goal.



Story Behind the Curve:

75% of Americans have dietary patterns low in fruits, vegetables and dairy. 63% of Americans exceed the limit for added sugar, 77% of Americans exceed the limit for saturated fat. 90% of Americans exceed the Chronic Disease Reduction Limits for Sodium. 6 in 10 Americans are living with 1 or more diet related chronic disease.

Many Americans want to eat better but just do not have the knowledge to do so. Offering individualized nutrition counseling to Meals on Wheels clients with a nutrition score of 6+ can help Older Vermonters to set achievable health and nutrition goals. Factors such as loss of appetite, decreased sense of taste and smell, difficulty chewing or swallowing, mobility loss are some of the causes of malnutrition in older adults. For many older adults, it is not a matter of eating too much, but rather a matter of not getting enough at a time in life when getting adequate nutrition is more important than ever.

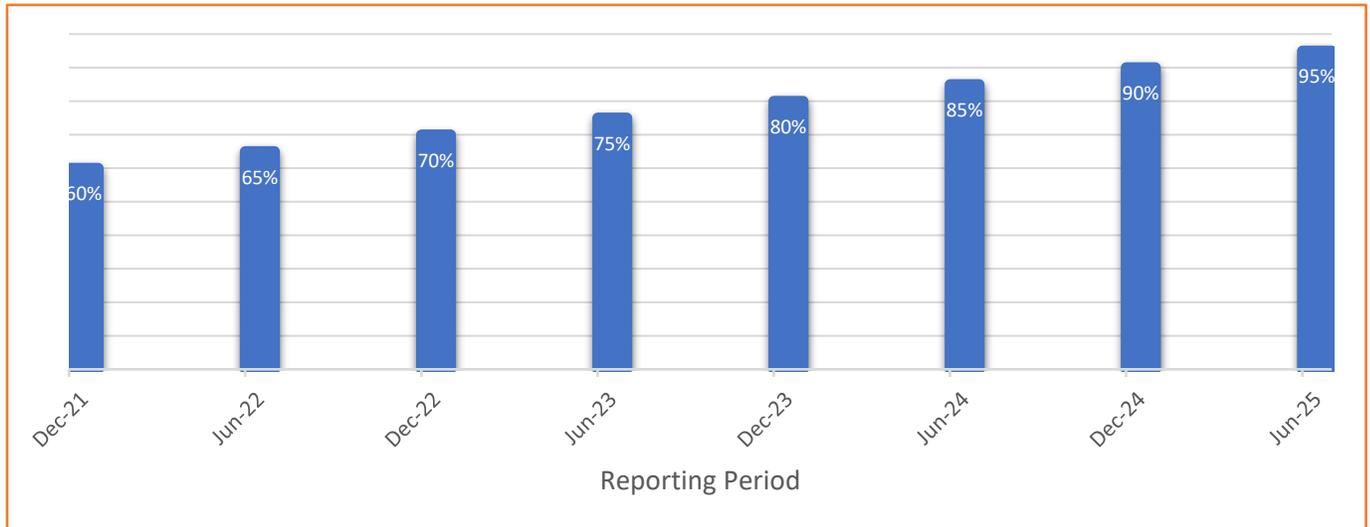
What works? The latest survey results indicate that year to date for FY21, 46% of Meals on Wheels participants in the Senior Solutions Service area are at a high nutrition risk, as determined by the standard statewide Nutrition Intake for Meals on Wheels. Each person, each family is different. A nutritionist does not work with just the older adult. It is often the family and caregivers of older adults who can benefit most from the guidance of a nutritionist. They need support in order to support their loved one - the oxygen mask theory. Individualized counseling allows for catering to diverse populations, personal preferences, medical conditions, and most of all having a diet that adheres to a person's right to ENJOY what they eat!

Partners: Meals on Wheels providers, Springfield Hospital, Mt. Ascutney Hospital, Brattleboro Memorial and Grace Cottage Hospital, nursing home discharge planners, Visiting Nurses Association Bayada, Community Health Teams, Pat Harrison, RD, Chris Ellis, RD, Adult Days, Blueprint, SASH, Hunger Free Vermont, DVHA, DAIL, VT Foodbank, farmers, gardeners and gleaners, transportation providers, faith-based communities, RSVP.

Action Plan: Nutrition Counseling will be offered and made available to OAA NSP participants who have a nutrition risk score of 6+. Senior Solutions will actively engage the clients in education of the benefits of nutrition services and follow up to promote their participation.

Headline Performance Measures:

- 2. #/% of local service providers in the Senior Solutions service area that have one or more therapeutic meal options on their daily menu



Story Behind the Curve:

Chronic diseases are both costly and prevalent, with the healthcare industry shelling out billions each year to manage and treat these conditions. Illnesses like diabetes, heart disease, and hypertension are preventable, but many older adults face barriers that hinder their ability to keep healthy.

Good nutrition can provide the same kind of benefit as medication. Studies have demonstrated the medical and economic benefits of therapeutic meals. Researchers in one study found a 16% reduction in health care costs among patients who received therapeutic meals. The savings were attributed to a reduction in admissions to hospitals and nursing homes. (Association Between Receipt of a Medically Tailored Meal Program and Health Care Use, Berkowitz et.al., JAMA Internal Medicine, June 2019)

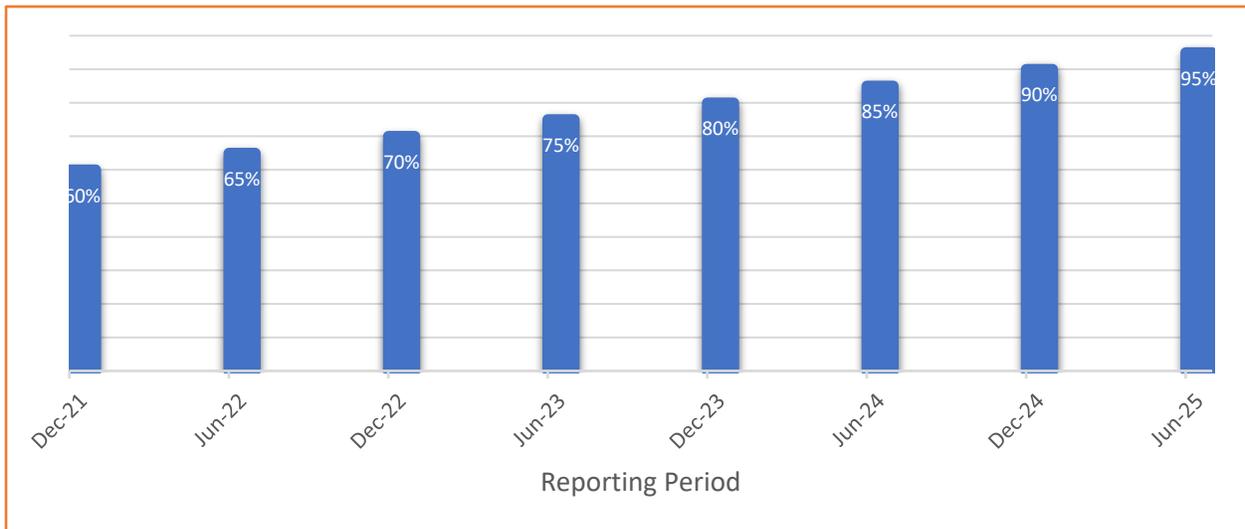
What Works: Clients with chronic medical conditions, who often have poor appetites, benefit from specific meals to meet their condition. It is important that the food is appetizing and readily available. The concern is not only food or hunger; it is the complexity of dietary requirements. If older Vermonters have diabetes that has led to kidney failure, they need meals that are focused on glucose, potassium, phosphorus. Who among us could walk to the grocery store today and plan a diet based on those things? The home-delivered meals program is uniquely situated to meet this need.

Partners: Meals on Wheels providers, Springfield Hospital, Mt. Ascutney Hospital, Brattleboro Memorial and Grace Cottage Hospital, nursing home discharge planners, Visiting Nurses Association, Bayada, Community Health Teams, Pat Harrison, RD, Chris Ellis, RD, Adult Days, Blueprint for Health, SASH, Hunger Free Vermont, DVHA, DAIL, VT Foodbank, farmers, gardeners and gleaners, transportation providers, faith-based communities, RSVP.

Action plan: Senior Solutions will provide information, resources and training to home-delivered meals providers to support them to develop or maintain therapeutic meal options. Senior Solutions will obtain data from meals providers on whether they are offering therapeutic meal options.

Headline Performance Measures:

1. #/% of OAA Nutrition Services Program participants who receive a therapeutic meal who self-report the meal provided by the local service provider helped them eat healthier foods, improve their health and/or feel better. *Self-report will be measured by survey. Reporting details will include survey response rate.*



Story Behind the Curve/ What Works/ Partners: See above.

Action Plan: Recipients of therapeutic meals will be identified by meals providers. Senior Solutions will survey the recipients to obtain the information for this performance measure.

SENIOR SOLUTIONS AREA PLAN

Section D

GOAL/OUTCOME: Increase availability and improve access to caregiver counseling services.

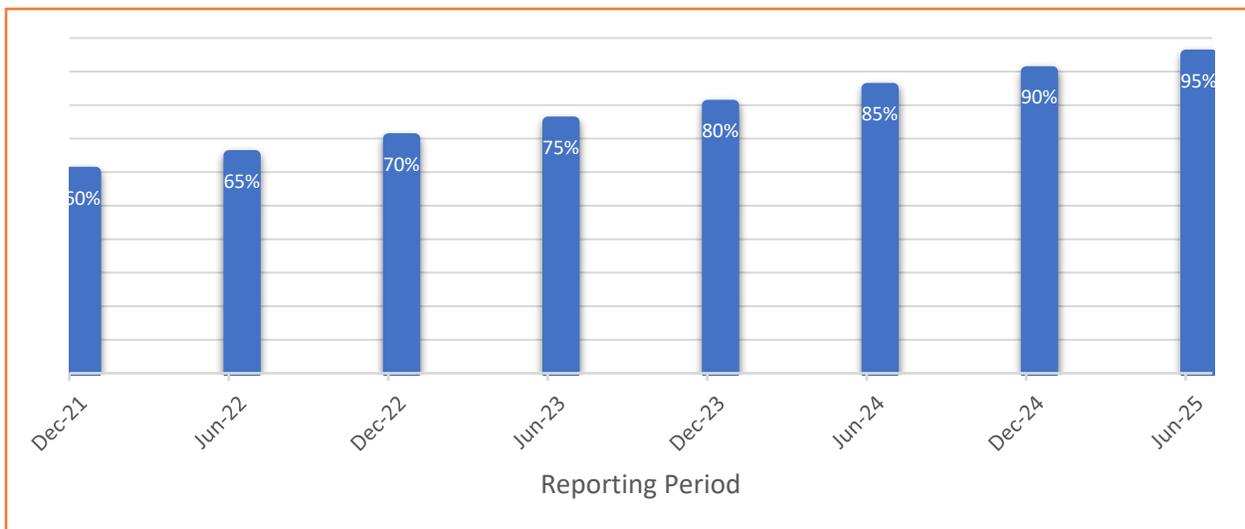
Program: Dementia Respite Grant and National Family Caregiver Support OAA grant

WHO does the program serve? These programs serve unpaid caregivers who support residents of Windsor and Windham Counties who are over age 60 and not on Choices for Care Long-term care Medicaid or the Veterans Directed homecare program.

WHAT does the program do? These programs support unpaid caregivers in the community through providing counseling to those at risk to stress and burden. These programs also support unpaid caregivers by providing local and statewide advocacy, community outreach and education, grant funding for respite, and access to numerous local resources.

Headline Performance Measure:

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



Story Behind the Curve: These performance measures were developed by a statewide group of Family Caregiver Support directors and Area Agency on Aging directors in collaboration with Vermont DAIL directors.

What Works: The Springfield Medical Care Systems group and Health Care and Rehabilitation Services community mental health agency have agreed to collaborate on providing caregiver counseling services through their behavioral health programs. Brattleboro Hospice and the Vermont chapter of the Alzheimer's Association have made their staff and resources available to Senior Solutions for counseling and support services.

Partners: The Springfield Medical Care Systems group employs a team of licensed behavioral health providers. Health Care and Rehabilitation Services (HCRS) is a community mental health designated agency with counselors practicing out of four clinics throughout the Windsor and Windham counties. Other partners include The Vermont Association of Area Agencies on Aging, The Vermont Chapter of the Alzheimer's Association with online resources and Helpline, and Brattleboro Hospice.

Action plan: Senior Solutions will establish relationships with licensed counselors from our community partners (listed above) as well as private practitioners to provide counseling to caregivers. Senior Solutions will recruit trained counselors and local partners to work collaboratively to support caregivers in Windsor and Windham service areas. Senior Solutions' HelpLine staff will assist in determining at-risk caregivers and facilitate referrals to our local partners and private contracted practitioners. Counseling will be offered as individual or group sessions. A Senior Solutions staff member will be trained as an educator in the Powerful Tools for Caregivers education series and will co-lead a six-week educational training for caregivers. Senior Solutions' volunteers will help promote counseling services. Computer devices will be provided to eligible caregivers to enable them to connect with counseling services through telehealth.

GOAL/OUTCOME: Increase availability and improve access to caregiver counseling services.

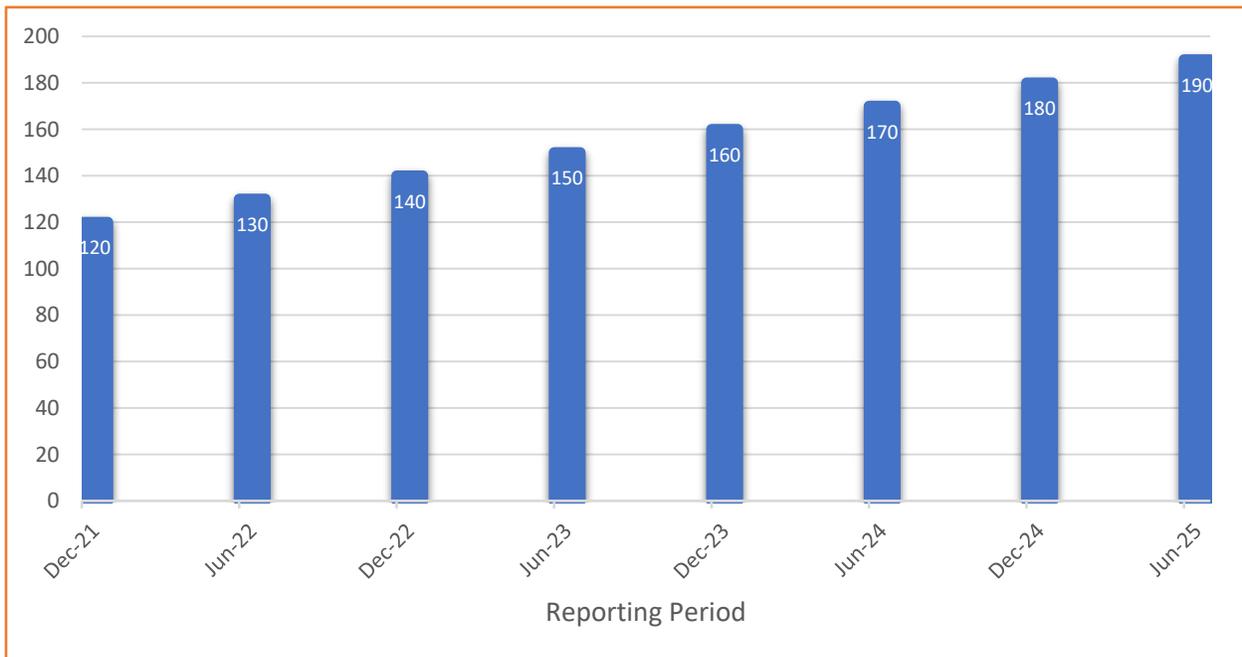
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WHAT does the program do? These programs support unpaid caregivers in the community through providing counseling to those at risk to stress and burden. These programs also support unpaid caregivers by providing local and statewide advocacy, community outreach and education, grant funding for respite, and access to numerous local resources.

Headline Performance Measure:

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



Story Behind the Curve: These performance measures were developed by a statewide group of Family Caregiver Support directors and Area Agency on Aging directors in collaboration with Vermont DAIL directors.

What Works: Media coverage through newspaper articles, community access television programs, the Senior Solutions’ website and public outreach events provides information on counseling resources available within the communities of the AAA service region. Continual public relations outreach activities throughout the Senior Solutions service area with community partners.

Partners: The Springfield Medical Care Systems group and Health Care and Rehabilitation Services community mental health. The Vermont Association of Area Agencies on Aging, The Vermont Chapter

of the Alzheimer's Association online resources and Helpline, Brattleboro Hospice and Bayada Hospice. The Gathering Place and the Scotland House adult day centers. Thompson Senior Center, Bugbee Senior Center, Ludlow Senior Center, Springfield Senior Center, and the Brattleboro Senior Center.

Action plan: The Senior Solutions' Family Caregiver Support Director, Operations Director, Volunteer Coordinator, Outreach Coordinator and Options Counseling staff will provide media coverage through newspaper articles, community access television programs, Senior Solutions' e-blast articles, website updates and public outreach events to provide information on counseling resources available within the communities of the AAA service region. The aforementioned staff will provide continual public relations outreach activities throughout the Senior Solutions service area with community partners.

AGENCY PLAN FOR DATA MANAGEMENT AND/OR DEVELOPMENT

Section E

Senior Solutions' plan for managing our internal database, implementation, utilization, and compliance with National Aging Programs Information System (NAPIS) reporting regulations is the following:

A. Data for the NAPIS report is obtained by on-going data entry into the Social Assistance Management System (SAMS) database (currently a product of Wellsky) with oversight by Senior Solutions program directors. Staff who conduct intakes and assessments and provide client services gather required data, which is entered into SAMS by data entry staff. For some programs, such as our volunteer programs, data is maintained outside of SAMS and entered in SAMS for the purpose of NAPIS reporting. Senior Solutions provides the financial data in NAPIS format to the DAIL business office for review prior to entering it into NAPIS. The financial data as reported in NAPIS matches the data reported in Senior Solutions' financial audit.

B. Senior Solutions conducts monthly reviews of NAPIS data to determine whether problem areas exist, including missing data. A full NAPIS "dry-run" report is generated six months into the year. An internal review of the data is conducted which includes a comparison with data reported in the prior fiscal year. If discrepancies and areas of missing information are identified, specific work groups are developed for areas of concern. The work groups investigate the cause of discrepancies and make any necessary corrections. The Senior Solutions' data manager attends the weekly management team meetings and regularly provides NAPIS updates.

C. The Executive Director reviews the NAPIS data before submission to DAIL, including a comparison of the data for the current year to the data for the previous year. The Executive Director also oversees the reporting of the major accomplishments every year. Also, for the last several years, Senior Solutions has used NAPIS data for key program areas in its annual report, which is disseminated broadly in electronic and hard copy formats.

D. While SAMS has provided reporting benefits, we have become increasingly concerned about its limitations. The system was designed to track case management activity and enhanced to generate data needed for the annual NAPIS report. Unfortunately, as a result of a decision by the state several years ago to mandate that the data of Senior Solutions and the other Area Agency on Aging be placed into a consolidated database with other agencies, we are not permitted to utilize all of the reporting features of SAMS as this would compromise the confidentiality of the client

data of the other agencies. We had an IT consultant do a preliminary analysis of the possibility of maintaining our data separately, and he found that resolving this would be prohibitively costly. We have been using a different system, Salesforce, to manage our volunteer program data, and for contact management, and are excited about its data management and reporting capabilities.

As we expand our funding sources and seek to tell our story more effectively for a variety of audiences and purposes, we need data that goes beyond the basic reporting capabilities of SAMS and that does not have its functionality for Crystal reporting disabled. It is a bitter irony that SAMS was originally created in Vermont and is now used nationally, yet agencies in Vermont are prohibited from using the full reporting functionality of the product that is available to agencies in other states. Area Agencies on Aging in Vermont have turned to various other systems, though all agencies must still use SAMS for NAPIS reporting and Medicaid Choices for Care assessments, resulting in multiple systems, duplication of data entry functions and challenges reporting statewide data validly and consistently. Senior Solutions is planning to continue the process of defining our data needs and analyzing what systems or products can augment or replace SAMS for some of our current data management and reporting functions to best meet those needs.

CONTINUOUS QUALITY IMPROVEMENT PLAN

Section F

PRINCIPLES. Senior Solutions is committed to continuously improving its services, processes, capacity, and outcomes. Our quality improvement process is anchored around the following principles:

- The Senior Solutions Board and management team promote a culture that values service quality and continual efforts by the full agency, its partners, and contractors to achieve strong performance, program goals, and positive results for service recipients.
- We celebrate our successes, identify opportunities for growth and implement solutions that improve overall productivity, and promote accessible, effective services in all agency programs.
- Senior Solution considers the input of clients, caregivers, staff, contractors, providers and the Board and Advisory Council in establishing measured performance goals and client outcomes, indicators, and sources of data, to ensures broad based support for performance and outcome measurement.

GOALS: The goals of this Continuous Quality Improvement Plan are to:

- Guide quality operations
- Ensure a safe environment and high quality of services
- Meet external standards and regulations
- Enable Senior Solutions' programs and services to meet annual goals and objectives

COMPONENTS: The Continuous Quality Improvement plan involves two primary components:

- Measuring and assessing the performance of agency services through the collection and analysis of data including the experiences of clients and caregivers, and community feedback.
- Conducting quality improvement initiatives and taking action where indicated, including the design of new services, and/or improvement of existing services.

DATA: Valid, reliable data will be obtained and used on a regular basis to advance monitoring of outcomes and includes:

1. the functioning of operations that influence capacity to deliver services
2. the quality-of-service delivery systems
3. program results and program performance measures
4. client satisfaction
5. client outcomes

The SAMS data management system will be used to capture and analyze data to monitor progress toward the desired outcomes. Salesforce data will be utilized to monitor progress in our volunteer programs. Satisfaction surveys will be periodically employed to assess client satisfaction with services and to provide opportunities for input.

REPORTS: A data dashboard with case management billing and productivity, HelpLine metrics, and nutrition and wellness services metrics will be developed for the Board and management team. This dashboard will provide information useful for improving programs and practice. Management team meetings take place weekly and include a time to report program issues and strategize solutions. Progress is monitored and separate work groups are convened as needed.

Senior Solutions developed a Strategic Plan, following a comprehensive input process that included the Board, staff, clients, Advisory Council and community partners. The Strategic Plan and Area Plan define key agency goals, objectives and strategies. The Executive Director's quarterly Board reports are organized according to these goals and serve as an important component of the monitoring process.

PROCESS: When challenges or opportunities for growth arise, the following process will be utilized:

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

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

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

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

Step 5 – Develop and roll out an action plan with key improvement measures, specific benchmarks, and a clearly defined timeline for completion.

Step 6 - Look at the results - confirm that the problem and its root causes have adequately addressed. Determine whether or not the target has been met.

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

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

EVALUATION: The management team will evaluate the quality improvement activities conducted each year, including the targeted process, systems and outcomes, the performance indicators utilized, the findings of the measurement, data aggregation, assessment and analysis processes, and the quality improvement initiatives taken in response to the findings.

The evaluation will include:

- A summary of the progress towards meeting the annual goals/performance measures.
- The outcomes of the measurement process and the conclusions and actions taken in response to these outcomes. Summary will include the progress in relation to the initiative(s). For each initiative, a brief description of what activities took place including the results on the indicator will be included. What are the next steps? How will we “hold the gains?”

RECENT QUALITY IMPROVEMENT ACCOMPLISHMENTS: The following are examples of operationalization of the Continuous Quality Improvement Plan:

- When we discovered shortcomings in the process of capturing certain data elements for the NAPIS report, an enhanced review process was implemented, including examination of data over the course of the year.
- When weaknesses in the process for billing for Choices for Care services were discovered, a work group was formed which met monthly to address that issue and to develop strategies for expanding these services. The challenges were successfully addressed.
- When we became aware that our policy requiring annual performance reviews of staff members was not being uniformly adhered to, the issue was addressed. This past year the hiring of an HR Consultant was an important step forward.
- A new timesheets system has been implemented, following a process of analysis and research of available products to better capture staff time spent on specific grants, programs and activities. Staff training and buy-in was key to its success.

FUTURE FOCUS OF QUALITY IMPROVEMENT: The following quality improvement issues will be a focus of the next year:

- A staff survey was conducted relative to IT issues and action steps were developed to provide improved staff education and training in technology and to establish policies and procedures for the optimal use of Microsoft 365 features including Teams, SharePoint and OneDrive. This will achieve important agency objectives of data security, staff collaboration and organization and accessibility of information and resources.
- A new telephone system has been installed. The system contains many features that will improve the client experience and provide new management tools for the HelpLine manager. Staff will receive ongoing support and training in making the best use of this new system.
- Senior Solutions has retained organizational development specialist Sharon Behar to guide the development of the Area Plan and an update to the Strategic Plan. A robust process

involving active engagement of staff, Board, Advisory Council, clients and community partners has been undertaken.

STATEMENT OF VALUES. Quality improvement activities are grounded in the Senior Solutions statement of values:

- We honor and respect the life experience and autonomy of Vermont's older adults.
- We recognize the essential role of families, caregivers and communities in the lives of older adults.
- We foster a work environment where creativity, open-mindedness and resourcefulness are expected; our employees are compassionate, respectful and responsive to the needs and wishes of our clients.
- We are committed to maintaining strong community partnerships to assure our clients' varied needs are met and to collectively strengthen the infrastructure of support for older adults.
- We embrace our role as advocates for older adults, including speaking out about current issues, identifying unmet needs, proposing solutions, and believing that our collective voices can bring about change.

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

The Council on Aging for Southeastern Vermont d/b/a/ Senior Solutions requests approval of the State Unit on Aging for direct provision of the following service for Federal Fiscal Years 2022 – 2025.

Reason for request:

- Necessary to assure an adequate supply,
- The service directly relates to the AAA's administrative functions, or
- The service can be provided more economically and with comparable quality by the AAA.

Program: HomeMeds

Service: HomeMeds is a program that screens for medication-related problems among older adults. We now have a Community Outreach Nurse on staff who provides HomeMeds services as we were not able to find another nurse to work on a consultant basis.

Service Area: Windsor and Windham Counties except for: Bethel, Rochester, Royalton, Sharon, Southbridge.

Includes: Readsboro, Searsburg, Thetford and Winhall

Estimated Persons Served for SFY waiver is requested: 35

AAA FTE's dedicated to direct service requested: 20%

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

Describe the efforts undertaken by AAA to seek potential local providers to perform the function. – *please be comprehensive and specific:* Significant efforts were made to recruit and support volunteers and community partners to provide these services. In April of 2019 we trained 22 people in our region for the HomeMeds program utilizing trainers from the national program. Most were community partners, many staff of the SASH program.

Since the initial training in 2019 we have not been able to recruit any volunteers to perform this service. We have learned that the complexity of many client's prescription regimes requires the attention of a nurse. The information she collects and shares is extremely detailed and complex. In order to maintain programmatic safety we would like to continue to use our licensed nurse to provide this program.

What is the role of each AAA staff?

Our Licensed Nurse receives referrals from case management staff or the Helpline for a HomeMeds consultation. She sets up an appointment to meet with the client in their home (virtually during COVID) to gather and catalogue all prescription and over the counter medicines and vitamins the client is taking. She enters this information into the HomeMeds program. The information is reviewed by the consulting pharmacist and a report is sent back to the nurse. She then makes an appointment with the client to go back to their house and discuss the results of the screening. At that time, she prepares and fills a "Pill Map" with accurate information on all medications the client takes. The Pill Map then assists caregivers, EMS, Doctors in knowing the current prescription and OTC regime of the client.

What shifts in workload within the agency or other accommodations if any, will be made to provide the direct service requested?

No accommodations will need to be made. Our nurse has been performing this work for the last two years.

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

Public input was solicited during the time of the area plan development. We held public hearings on our area plan at two locations virtually in the Windsor County and Windham County regions, respectively, where the waiver request was discussed. A written notice that we were seeking this waiver and inviting input was broadly disseminated in an e-newsletter. We posted information about volunteer opportunities for this program on our web site, in an e-newsletter, a hard copy newsletter and multiple forms of media. We always specify that we will pay for training of volunteers. Announcements and updates have been made regularly at our advisory council meetings, through our public access TV show, in 5 newspapers where we have a regular column, through social media and at community presentations. Our area plan updates are reviewed with our Board and Advisory Council. Our Nutrition and Wellness Director and I have frequently discussed this program at quarterly regional Cares group meetings where I have sought volunteers and encouraged Cares groups to offer the program.

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

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

We will continue to offer a refresher, shadowing and support to those who were trained and pursue the recruitment of new partners. We will continue to publicize our wish to recruit partners through multiple channels. We will reach out to the national program to find out what options exist for training new providers remotely.

Efforts to recruit more providers and expand this program will now be prioritized after since the COVID restrictions are lifted. While it is allowable to serve clients remotely, most clients prefer in-person service. We are planning a community meeting focused on evidence-based wellness programs as part of the development of our new area plan. As part of that process, we will be providing formal notice of our intent to seek a waiver and we will seek to recruit volunteers or external agencies interested in offering the program.

Which organizations in your network will your agency approach to transition this direct service to? How will your agency approach finding an organization to provide this direct service? What support does your agency anticipate potential partners will need to implement this service? Once transitioned, what support does your agency expect to provide on an ongoing basis?

I don't see us working to transition this direct service to another partner. I do see the possibility of bringing other nursing organization partners on-board to provide this service. We feel strongly that this service needs to be provided by a nurse or someone with medical training.

This direct service waiver is approved by: _____

for the following time period:

Today's Date: Click or tap to enter a date.

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

The Council on Aging for Southeastern Vermont d/b/a/ Senior Solutions requests approval of the State Unit on Aging for direct provision of the following service for Federal Fiscal Years 2022 – 2025.

Reason for request:

- Necessary to assure an adequate supply,
- The service directly relates to the AAA's administrative functions, or
- The service can be provided more economically and with comparable quality by the AAA.

Program: PEARLS (Program to Encourage Active, Rewarding Lives)

Service: PEARLS is an eight-session program in which a person experiencing mild depression works one-on-one with a trained person (under the supervision of a psychiatrist or other qualified therapist) who supports them through a process of problem-solving. We have successfully implemented a model that uses a combination of staff and community volunteers.

Service Area: Windsor and Windham Counties except for: Bethel, Rochester, Royalton, Sharon, Southbridge.

Includes: Readsboro, Searsburg, Thetford and Winhall

Estimated Persons Served for SFY waiver is requested: 11

AAA FTE's dedicated to direct service requested: 40%

Describe the activities and anticipated results of the activities performed by AAA staff: Currently, we have two volunteers trained as PEARLS counselors. One lives in the Brattleboro area and is willing to travel 15 minutes from her house. The other is from the DOVER area and is also willing to travel within 15 minutes of her house. Neither are currently seeing clients due to COVID. We have one staff member who is currently covering all the other towns in Windsor and Windham counties. PEARLS has recently created a virtual training, so we hope to recruit more volunteers as counselors. The program requires a consulting mental health professional, and we are very fortunate to be able to contract with Dr. Adam Ameele, Director of Behavioral Health at Springfield Medical Care Systems (SMCS). We are continuing to recruit volunteers, and are offering an online training option as well.

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

What is the role of each AAA staff?

Referrals for PEARLS come through case management or the HelpLine. First, the referral is sent to the staff member providing PEARLS. She does a brief screening to determine if the person is an appropriate candidate for the program. Next, an initial in-person (virtual during COVID) consultation is provided where the program is explained in more detail, releases are signed, and subsequent appointments are scheduled. There are a total of eight meetings over the next 3 to 4 months. Upon completion, the client receives a certificate.

What shifts in workload within the agency or other accommodations if any, will be made to provide the direct service requested?

No accommodations will need to be made. This staff person has been providing this service for the past two years.

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

Public input was solicited during the time of the area plan development. We held public hearings on our area plan at virtually in the Windsor County and Windham County regions, respectively, where the waiver request was discussed and provided a written notice that we were seeking this waiver and inviting input in an e-newsletter that was broadly disseminated. We posted information about volunteer opportunities for this program on our web site, in an e-newsletter, a hard copy newsletter and multiple forms of media. We always specify that we will pay for training volunteers. Announcements and updates have been made regularly at our advisory council meetings, through our public access TV show, in 5 newspapers where we have a regular column, through social media and at community presentations. Our area plan updates are reviewed with our Board and Advisory Council. Our Nutrition and Wellness Director and I have frequently discussed this program at quarterly regional Cares group meetings where I have sought volunteers and encouraged them to offer the program.

We are planning a community meeting focused on evidence-based wellness programs as part of the development of our new strategic plan. As part of that process, we will be providing formal notice of our intent to seek a waiver and we will seek to recruit volunteers or external agencies interested in offering the program.

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

Plan of action (including anticipated timeline) to build local provider capacity to provide direct service in the future - please be comprehensive and specific: We will continue to publicize our wish to recruit partners through multiple channels. We are planning a meeting focusing on evidence-based wellness programs as part of our new strategic plan development and will seek potential community partners for PEARLS and other wellness programs. Efforts to recruit more volunteers and expand this program will now be prioritized since the COVID restrictions have been lifted.

Since the inception of PEARLS, there has been a nationwide shift away from utilizing volunteers for its delivery. Recently while participating in a monthly technical assistance phone call, “who uses volunteers to run this program” was asked. Senior Solutions was the only agency on a call with 50 other providers still attempting to utilize volunteers.

This direct service waiver is approved by: _____

for the following time period:

Today’s Date: Click or tap to enter a date.

Appendix B

Area Agency on Aging Assurances

Updated October 2017

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

Development of a Comprehensive, Coordinated, Client-Centered System

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

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

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

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

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

Public Input

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

Preference to Those in Greatest Economic or Social Need

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Agreements with Service Providers

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

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

Provision of Services

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

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

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

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

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

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

General Administration

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

16. Taxes Due to the State:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

27. Termination:

A. Non-Appropriation: If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by Federal funds, and in the event Federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.

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

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

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

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

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

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

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

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

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

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

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

32. Requirements Pertaining Only to State-Funded Grants:

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

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

(End of Standard Provisions)

BUSINESS ASSOCIATE AGREEMENT

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

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

The parties agree as follows:

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

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

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

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

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

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

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

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

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

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

3. Permitted and Required Uses/Disclosures of PHI.

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

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

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

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

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

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

6. Documenting and Reporting Breaches.

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

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

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

these assessments and reports available to Covered Entity.

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

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

8. **Providing Notice of Breaches.**

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

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

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

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

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

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

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

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

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

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

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

14. Termination.

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

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

15. Return/Destruction of PHI.

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

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

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

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

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

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

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

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

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

18.4 Business Associate shall comply with any reasonable policies and procedures

Covered Entity implements to obtain compliance under the Security Rule.

19. Miscellaneous.

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

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

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

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

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

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

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

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

Rev: 7/7/17

AGENCY OF HUMAN SERVICES' CUSTOMARY CONTRACT/GRANT PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

5. **Non-Discrimination:**

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

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

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

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

6. Employees and Independent Contractors:

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

7. Data Protection and Privacy:

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

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

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

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

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

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

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

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

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

9. **Information Technology Systems:**

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

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

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

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

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

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

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

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

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

10. **Other Provisions:**

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

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

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

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

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

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

Appendix C

AAA Budget Information

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

B. General Rules Pertaining to AAA Funding

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

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

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

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

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

C. Use of Specific Categories of State General Funds:

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

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

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

Below are guidelines for usage of these funds:

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

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

D. Use of Base Allocation of State General Funds:

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

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

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

E. Expense Line Item Definitions

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

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

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

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

Appendix D

AAA AREA PLAN APPROVAL PROCESS AND INTERIM FUNDING POLICY

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

To: Area Agency on Aging Executive Directors

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

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

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

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

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

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

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

From August 1 - September 30 of each year

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

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

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

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

Cc: Linda DuCharme
Bill Kelly

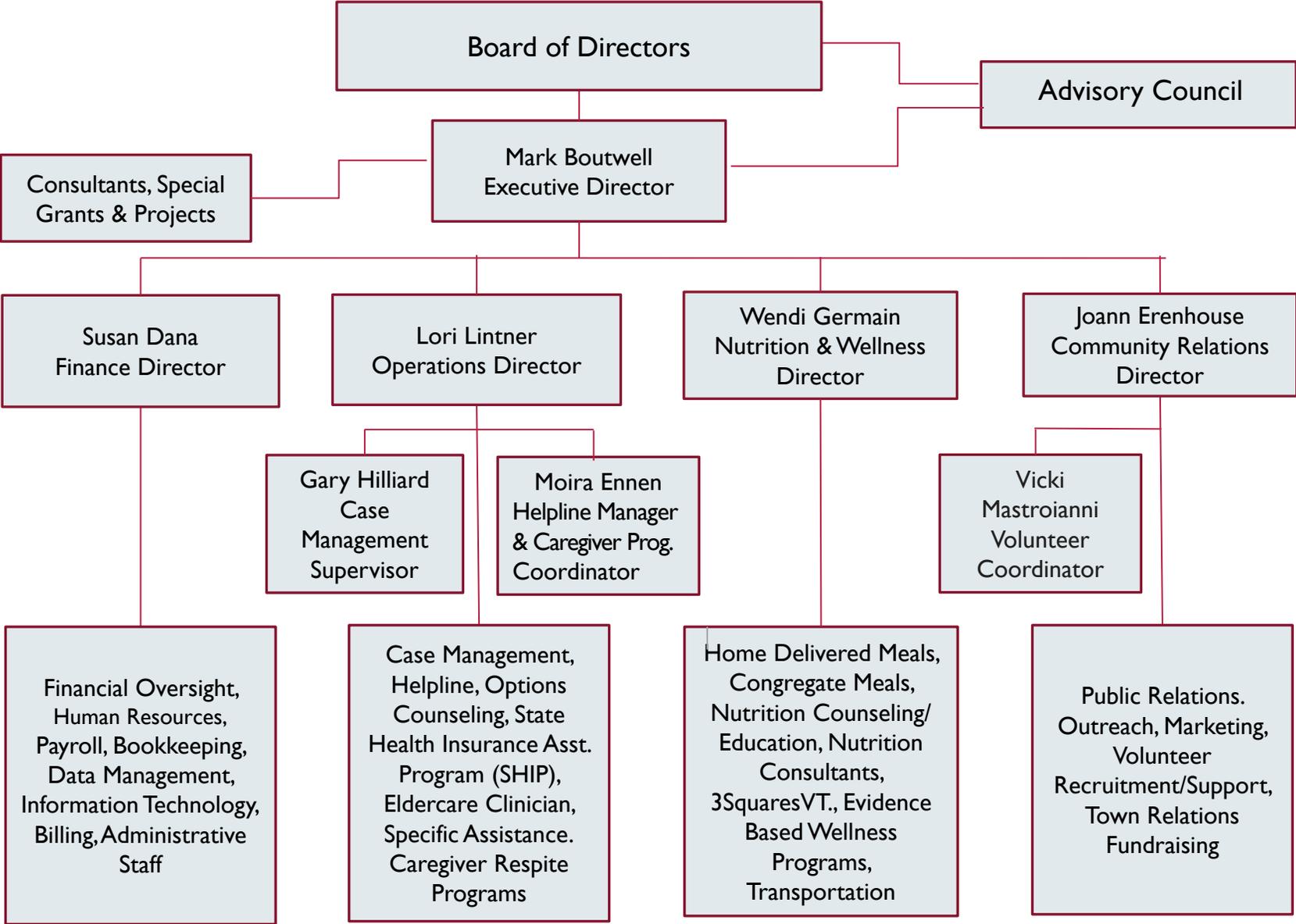
Appendix E

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

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

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

SENIOR SOLUTIONS MANAGEMENT CHART





Senior Solutions Advisory Council

Town	Member	Address	Town	State	Zip	Number	Email Addresses
The Collaborative	Alice Abraham	91 Route 11	Londonderry	VT	05148	802-380-1552(c) 802-824-4200(w)	alice@thecollaborative.us ; abraham36@comcast.net ;
Westminster	Priscilla Allbee	PO Box 58	Westminister Station	VT	05159	802-722-3932	pcallbee@comcast.net
Dover	Becky Arbella	PO Box 115	East Dover	VT	05341	(774) 402-0079 (c)	becky.arbella@shireshousing.org
Dummerston	Ruth Barton	12 Houghton Rd.	Dummerston	VT	05301	802-254-1128	rhbarton@myfairpoint.net
Cavendish	Dan Churchill	PO Box 43	Cavendish	VT	05142	802-226-7582	dan@commercialradiocompany.us
Veteran's Admin.	Yael Cohn	VA Outpatient Clinic 71 GSP Drive	Brattleboro	VT	05301	802-251-2212	yael.cohn@va.gov
Newfane	Gloria Cristelli	54 Upper Eager Road	Newfane	VT	05345	802-365-7232	cristellig@gmail.com
Readsboro	Eunice Crowell	430 Tunnel St. Apt 13	Readsboro	VT	05350	802-423-7708	readsboroza@gmail.com
Guilford	Richard Davis, RN	679 Weatherhead Hollow Rd.	Guilford	VT	05301	FAX 802-251-9996	rbdav@comcast.net
Bayada Hospice	Eliza Eager	1222 Putney Road PO Box 8081	Brattleboro	VT	05301-9000	802-490-2099	eeager@bayada.com
Grafton	Mary Howard Feder		Grafton	VT	05146	609-577-1009	federfamily@gmail.com
Wilmington	Jennifer Fitzgerald	PO Box 58	Wilmington	VT	05363	802-681-8740	jafnurse@yahoo.com
Westminster	Patricia Goodell	PO Box 22	Station	VT	05159	802-222-1589	goodepm@hotmail.com
Marlboro	Lucy Gatwick	PO Box 5	Marlboro	VT	05344	802-257-0181	gratwick@gmail.com
Ludlow	Carol Hastings	9 Gill Terrace Apt. 60	Ludlow	VT	05149	802-228-7175	carolh802@comcast.net
Brattleboro	Donna Jacobs	10 Robin Way	Brattleboro	VT	05301	802-579-6449	2monadnock@gmail.com
Wilmington	Geri Kogut	PO Box 1439	Wilmington	VT	05363	203-859-0163	kogut1@outlook.com

Gathering Place	Margaret Lewis	30 Terrance St.	Brattleboro	VT	05301	802-254-6559	mlewis@gatheringplacevt.org
Rockingham	Nancy McCullough	14 School St.	Bellows Falls	VT	05101	802-289-3162	nimhickory@comcast.net
Weston	Susan Meyers	P.O. Box 82	Weston	VT	05161	(802) 824-5189	cybelesm2@gmail.com
Hartland	Curt Peterson	P O Box 477	HARTLAND	VT	05048	802-291-2112	curtcpeterson@gmail.com
Vernon	Marylynn Scherlin	361 Huckle Hill Rd.	Vernon	VT	05354	802-258-3955	m_scherlin@hotmail.com
Wilmington	Selma Schiffer	PO Box 853	Wilmington	VT	05363	802-464-5803	schiffer.selma@gmail.com
Westminster	Elizabeth Spicer						bspicer1@gmail.com
Putney	Elizabeth Stead	PO Box 1000	Putney	VT	05346	802-387-4748	esteadvt@gmail.com
Jamaica	Jeannine Stone	PO Box 77	Jamaica	VT		802-874-4847	jjstone4u@gmail.com ;
Chester	Linda Stowell	228 Fletcher Hill Rd.	Chester	VT	05143	802-875-2614	waylinsto@comcast.net
Hartford	Erin Swasey	c/o DHMC, 1 Medical Center Dr.	Lebanon	NH	03756	603.653.9358; 603-667-1399	Erin.K.Swasey@hitchcock.org
Plymouth	Midge Tucker	4246 Rt. 100	Plymouth	VT	05056	802-672-3086	midgetucker@gmail.com

BOARD OF DIRECTORS 2020-2021

Terms	Name	Address	Phone/Fax/Work/E-mail
First Term Appointed 12/6/17	Barbara Woods Retired Financial Services Agent President	8 Central Street Brattleboro, VT 05301	802-345-4292 bw366538@gmail.com
Ex Officio Member Appointed 7/29/20	Geralyn Kogut Retired Educator for Middle & Spec. Ed.; GAL Vice-President and Advisory Council Chair	PO Box 1439 Wilmington, VT 05363	203-859-016 kogut1@outlook.com
Second Term Appointed 9/14/16	Jim Matteau (retired Director of the Windham Regional Commission) Treasurer	PO Box 55 Westminster, VT 05158	Home: 802-722-9040 Cell: 802-345-9591 jimmatteau@gmail.com
First Term Appointed 12/11/19	Mary McMillen Human Services, Clergy Library Science Secretary	823 Randall Hill Rd, Springfield, VT 05156	716-870-6052 marymacny@gmail.com
First Term Appointed 10/15/19	Valerie Abrahamsen Retired Academic Administrator, Scholar, Lecturer and Retreat Leader	125 Putney Rd., Brattleboro 05301	802-380-1565 valabrah@gmail.com
First Term Appointed 12/11/19	Teresa M. Volta RSVP Volunteer Center Program Coordinator (NH)	PO Box 282 Chester VT	802-558-5130 Vtladyslipper@gmail.com
First Term Appointed 2/12/20	Kipton Tewksbury Retired Carpenter, social worker, MOW driver	50 Vine Street, Brattleboro, VT. 05301	Home:802-490-2915 Cell:802-451-8411 kiptewksbury@gmail.com

The Senior Solutions' E-mail: information@seniorsolutionsvt.org