

AGE WELLSM

CONFIDENT AGING STARTS HERE.

AREA PLAN
FEDERAL FISCAL YEARS
2019 - 2022

DATE SUBMITTED
AUGUST 1, 2018



**Age Well Area Plan
Federal Fiscal Years 2019-2022
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SECTION A: Verification of Intent

The AGE WELL's Area Agency on Aging's Area Plan is hereby submitted for the period

October 1, 2018 through September 30, 2022. 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.

7/31/18
Date

(signed) 
Area Agency on Agency Director

7/30/18
Date

(signed) 
President, Board of Directors

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

9/17/2018
Date

(signed) 
Chairperson, Area Agency on Aging Advisory Council

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



Section A: Mission Statement

Age Well Mission Statement

“To provide the support and guidance that inspires our community to embrace aging with confidence.”

Age Well Vision Statement

Age Well is a leader in promoting independence, confidence, and choice for all seniors. We empower seniors and their caregivers to use their voices, find solutions, and obtain services that help them lead the lives they choose.

Accordingly, Age Well believes that health happens at home and focus on lifestyle, happiness, and wellness—not on age. Committed to helping individuals age well, we reduce barriers by providing access to healthy meals, in-home care, and community resources.

Age Well will apply for grants and administer privately and publicly funded programs designed to enhance the lives of older persons in accordance with the Older Americans Act of 1965, as amended.



Section A: Executive Summary

FY: 2019-2022

OVERVIEW

During the past four years, Age Well has undergone exceptional growth. It began with the assessment to ensure the best quality of care and service to its clients. The organization needed to engage in strategic planning to examine and model enhanced services to meet the growing needs of Vermont's seniors. This meant an evaluation of existing services, assessment of changes in healthcare within Vermont, and an assessment of the exponential growth of the aging demographics of people within the four counties. To support the evolution of the programs and those we serve, the organization also engaged in a rebrand to emphasize the focus on positive aging and in 2016 we made the change from the Champlain Valley Agency on Aging to Age Well.

Since 2015, Age Well has accomplished much in all of our programmatic areas, including: care coordination, nutrition, wellness and support services. Some key achievements include:

CASE MANAGEMENT

- Became a strategic partner with OneCare Vermont
- Conducted the right-sizing of caseloads involving an in-depth and comprehensive look at the number of cases each case manager was responsible for. The result was an average caseload of 35-50 cases, per manager
- To support caseload management, Age Well developed an acuity tool that allowed a caseload to be adjusted within the case management team, depending on the acuity of the client
- Age Well also moved to a team-based, case management model. The organization now has two counties, Franklin and Addison, fully team-based with a supporting administrative function. Age Well is currently in the process of completing the team-based model for the Chittenden county team
- To better serve our clients, Age Well completed a 6-month request for proposal process and selected a new Client Management System called Athena Penelope. About 3 months into the implementation, Case Management teams started documenting workflows and redesigning how Case Management is conducted
- Age Well, along with other AAA's successfully lobbied to be designated a health care "provider". With this designation, Age Well has access to VITL and the HIE resources.
- Age Well implemented Patient Ping to monitor its clients transitioning in and out of healthcare settings
- Implemented a HomeMeds medication reconciliation program for helping client transition home and lower falls risks

NUTRITION

- Restructured the Nutrition team and developed a model to coordinate Age Well's home-delivered meals (HDM) and community meals allowing us to collect required data
- Implemented ServTracker to coordinate and track HDM and Congregate meal participants

- Developed a comprehensive plan and request for proposal to evaluate and choose a single vendor to provide meal preparation, packaging and transport and service of food to age Well's HDM and congregate meal sites
- Reestablished a model to ensure that Age Well restaurant ticket program meal sites are providing quality options that meet regulations required through OOA and developed monitoring tools to verify compliance
- Developed and implemented a culturally appropriate meal model to serve the New American population at two meal sites which increased the number of persons served as well as the number of meals served. Between February and May 2018 meals served to this client base increased by 28%
- On July 2, 2018, Age Well implemented a single-vendor Meals on Wheels model with Lindley Food Service, to provide HDM/congregate meals and meet the needs of our growing and evolving community. This includes an expanded selection of therapeutic diets to all locations within Age Well's service area. With this high-quality, consistent meal service at Age Well's traditional meal sites we expect to increase attendance at congregate meal sites and encourage new client participation

ELDER REFUGEE/NEW AMERICAN PROGRAM

- Age Well currently has a team of four bilingual staff members consisting of two Case Managers, a Community Health Worker and a Nutrition Coordinator who manage the cases of New Americans. This team speaks the appropriate language, and understands the culture, thereby building the trust of the New American population. In addition we work with two senior centers that have a senior engagement coordinator to plan cultural appropriate activities, trips to expose New Americans to local customs
- Age Well works with Connecting Cultures to provide counseling support to New Americans
- Our goal is to increase the number of touches to New American clients, within Chittenden County, by 10% overall
- Age Well is establishing a new partnership with St. Michael's college. The purpose is to expose interested students to a culturally appropriate meal site
- Age Well utilizes Champlain Senior Center to offer our first meal site to offer choice providing both Bhutanese culturally appropriate food, and traditionally American fare
- Since New American population served is often at the lowest income level for poverty, do not own or have access to vehicles. The culture exhibits fearfulness of public transportation, our volunteer department provides designated volunteers who have forged a trust with the New American Community and are trusted to provide transportation. The transportation not only brings them to a meal but serves dual purposes in that it decreases social isolation and allows access to TAI CHI, and other social activities.

INFORMATION & ASSISTANCE

In the past few years, I&A has taken on a significantly more active role in assisting and advocating for clients and their family members. As Case Management and SHIP resources are being stretched to serve ever-increasing needs, I&A has stepped up to improve and increase the services they provide. In addition to phone assistance, scheduled visits with clients and their family members and walk-ins needing immediate assistance have become a growing role for I&A staff.

- New portal for service providers to make direct referrals through Age Well website, managed by I&A staff, has increased accessibility of Age Well services
- Collaboration with and regular meetings with Vermont 2-1-1 allow I&A staff to focus on serving clients and callers, by being able to rely on 2-1-1 resource staff to maintain a specialized database of services geared to meeting the needs of Age Well clients
- Worked with other Vermont AAAs to develop a survey to determine satisfaction with I&A services
- Developed a new system to keep track of informal resources not appropriate for Refer resource database

VOLUNTEER & WELLNESS SERVICES

Volunteer Services, as a formal department, was created only three years ago. Key achievements for this new program include:

- In the first year of the program, 141 matches were made, and the volunteers contributed 15,140.88 hours
- In the second year of the program, the department made an additional 55 matches, and the volunteers contributed 32,524.753 hours
- In the current year, the department has made an additional 41 matches
- For FY18 there are currently 240 matches and 22,589 hours served, as well as 851,563 miles logged
- In the first year of the program, 142 new volunteers were added
- In the second year, 212 additional volunteers were added
- During FY18 alone, an additional 307 new volunteers have been added
- Age Well currently has a total of 1051 volunteers

Age Well also developed a new Caregiver Support Program during FY18 to meet the needs of caregivers. To accomplish this, the organization added a new, part-time position that manages the following services:

- Caregiver assessment for the whole family that includes having our caregiver support specialist be available to meet with the family caregivers to help them create a plan for support. The assessment that is done helps the family and caregivers look at any and all natural support systems that they have that can be activated to assist i.e.- faith community, extended family, neighbors, etc. The assessment process helps families think about how others can provide indirect support like laundry, grocery shopping, etc.
- One-on-one and group support for Caregivers, both in person and on the phone
- Caregiver skill-building and education sessions (Powerful Tools for Caregivers™, how to build a care-team, self-care, goal setting, preventing caregiver burnout, etc...)
- Public education sessions for the community, employers, and other partners around the challenges of caregiving/caregiver needs
- Dementia Training for staff, volunteers, the general public, and community partners; in partnership with the Vermont Chapter of the Alzheimer's Association
- Partnering with Vermont Kin as Parents (VKAP) to provide grant money and support to "Grandfamilies"

In addition, Age Well expanded the Volunteer Senior Companion Program, building the team of senior companions from 7 to 12.

- The program matches Senior Companions with clients that are identified through Age Well's case management network or other appropriate external referrals, building on Age Well's collaborative team model
 - In the last three years, Age Well brought Wellness under the umbrella of Volunteer Services and continues to recruit, train and grow the Tai Chi program resulting in 42 Tai Chi volunteers offering classes for all four counties Age Well serves. The Tai Chi classes aid in preventing falls for Vermont's seniors. Tai Chi in Grand Isle County is currently offered by CIDER who was one of our partners prior to the MOW model change. The current demand for the classes does not support the need for our instructors to offer additional classes at this time. If at any point Cider does not continue to offer classes in Grand Isle County we will offer classes.

LOOKING FORWARD

Age Well continues to be future-focused in advancing all of these programs to ensure dignity with aging, equal access to care, collaboration with community partners and ensure a holistic approach to serving Vermont's seniors and modeling new programs that increase the welfare of our clients. Age Well plans to achieve this in the following ways:

CASE MANAGEMENT:

- Further developing the team-based model to ensure we are meeting clients' needs in a person-centered focus
- Develop Patient Ping use to enhance Care Transitions further, and triage clients that may require our services but are not in the active system
- Advance Age Well's participation with OneCare
 - Develop small pilot programs that examine multiple collaboration models of care that provide better service to Age Well clients as well as support the OneCare, model. Age Well is in discussions with OneCare and potentially three other health-related community partners for a collaborative pilot program that will address opioid addiction and Home Meds. One of the opioid concerns is family members abusing senior's opioid-based prescriptions, putting the senior at further health risk for not adhering to medicine guidelines. The pilot program conversations have only just begun and it is anticipated that after the new CEO has transitioned into Age Well, the pilot will receive more attention.
- Develop enhanced measurement techniques to evaluate all case management programs
- Complete Implementation of Athena software for all Case Management activities and reporting
- Enhance Care Transitions program with use of Patient Ping to alert and triage clients moving from acute/sub-acute settings to home

NUTRITION:

- Age Well will gather information from HDM clientele and will develop pilot(s) to evaluate the need and impact of increasing the number of meals served per person coupled with a personalized Nutrition Counseling plan developed by an RD to assist in the client's ability to manage chronic health issues



- Refine the HDM intake and data gathering process to increase efficiency and consistency
- Expand HDM offering to allow clients to have a choice of meal each day.
- Expand education of expanded therapeutic meal offerings to Vermont health care providers
- Integrate nutrition counseling documentation into the Case Management record in Penelope
- Implement point-of-service scanners at meal sites that makes check-in easier for clients, and reduces data entry for staff

VOLUNTEER SERVICES:

- Continue to recruit and train enough volunteers to provide a pool of on-call members of the volunteer group to support last-minute schedule changes
- Advance the MOW volunteer model to include a community business component where individual businesses have their own pool of employee volunteer drivers and the business is responsible for staffing a day(s) of the week or month
- Develop a team of Respite volunteers
Grow the Senior Companion program to 15 volunteers who will be evenly distributed throughout all four counties

DEVELOPMENT & FUNDRAISING:

All of the work that Age Well does relies heavily on support from our community in each county. Two years ago Age Well evolved its brand from CVAA to Age Well, which involved the creation of all new collateral, signage, internal and external messaging, and the launch of a new website.

With all the advances Age Well has initiated in the last four years, it has been imperative that the organization's outreach is thoughtful, planned, and broad. The Development office created and executed two new fundraising events/campaigns for awareness: March Madness for Meals on Wheels and Senior Day at the Fair. The department also had successful solicitation of multiple first-time major gifts (10k plus) and a 90% increase in grant revenue, and a 50% increase in community contributions.

To support the new Meals on Wheels program rollout an extensive ad campaign was developed, by using fundraising dollars, in addition to a comprehensive earned and paid media marketing plan to disseminate information on Meals on Wheels program changes and the need for Meals on Wheels Volunteers. Age Well continues to actively use and grow the organization's use of social media and web traffic.

As funding sources continue to evolve and change, Age Well actively participates in grant reporting and prospecting to seek monies to support our key initiatives.

As the organization continues to grow the Development office plans on creating and launching a planned giving program. They will also create a strategy to capture data across all programs to better support the marketing and solicitation initiatives. The department will also pursue donor stewardship and major gift solicitation program.



COLLABORATION & PARTNERSHIPS

Age Well actively participates with other community service organizations on a regular basis to examine to discuss critical issues that face our clients, communities, organizations, and policies. We actively participate with the Vermont Association of Area Agencies on Aging (v4a), UVMs Community Health Needs Assessment coalition, OneCare executive team and Care Navigator, Unified Community Collaborative [sponsored by Northwest Medical Center], Vermont Ethics Network, United Way, SASH, Meals on Wheels of America, Vermont Elder Resource Group, Regional Clinical Performance Council Franklin County, UVM Nutrition Department, Powerful Tools for Caregivers, the Older Vermonters Caucus and our lobbying firm Action Circles.

AGE WELL MAJOR PLANS AND PRIORITIES

As federal and state funding continues to shift it will be important for Age Well to explore other revenue-generating ideas, potentially exploring 'fee-for-service' opportunities, like other area agencies, to support the organization. The revenue exploration activities will occur in FY '19 and may include HDM for private pay meals that would help fund meals for other clients in need, SHIP classes to businesses, and case management for individuals who can afford to pay. Age well will continue to collaborate with community partners in the Care Navigator setting. The Case Management department is continuing with ongoing education to meet the goals of Care Coordination with our community partners to meet the complex needs of our clients. Technology will continue to advance the Age Well mission and services. For nutrition the Servtracker software will continue to be refined, the launch of Penelope healthcare software will be integral to providing a holistic view and approach to person-centered, team-based approach to care, and combined with Medware will enable more robust and accurate reporting.

CHALLENGES

The top challenges that will continue to need solutions include:

- Vermont demographics shows Vermonters over the age of 65 will grow 63% in the next ten years. The systems and infrastructure does not currently exist to support the needs and changes coming
- Transportation will need to be addressed and solved for in innovative, and practical ways. Currently, 60% of missed doctors' appointments at UVM Medical Center are due to a lack of adequate transportation
- Funding levels are not increasing at the same rate as the growth of our aging population. Continued lobbying and finding alternative funding sources will be a key to resolving this challenge
- Recruiting and retaining quality talent to serve seniors and the organizations will remain extremely tight, and the attrition rate will increase, similar to many other industries
- Redundancy of services in the Vermont Health Care provider network



Section B: Needs Assessment

Fiscal Years 2019-2022

There are approximately 45,888 people age 60+ living within the 4 counties of northern Vermont region. Age Well seeks to meet the needs of those Vermonters by offering, and tailoring, services to those in greatest need. To adequately meet the needs, Age Well conducts multiple client surveys throughout each year and pulls data from a variety of sources. By leveraging and organizing the data, we have an accurate representation of community needs.

Sources that Age Well gathers external input from include: Statewide Needs Assessment, 2016 Community Health Needs Assessments from UVM Medical Center, Porter Hospital, Northwestern Medical Center, and the Census Bureau. Age Well also conducts surveys direct to our clients, volunteers and partners.

Each assessment and survey Age Well reviewed revealed some key common needs:

- Transportation
- Nutrition to curb obesity and disease
- Socio-economic needs

Kelly Melekis, MSW, Ph.D. conducted a statewide needs assessment. In this process, Dr. Melekis conducted surveys and interviews.

The top areas of concern for Vermonters were:

1. Financial security of individuals
2. Funding for programs
3. Health Care/Long Term Care
4. More affordable housing options
5. Improve and increase transportation options for both services and socialization
6. Maintaining independence and dignity
7. In-home assistance, including home repairs and modifications
8. Information access and coordination including simplifying paperwork and public awareness

Age Well Helpline top areas of concerns:

- Options Counseling
- Choices for Care
- 3 Squares VT
- Home Delivered Meals
- Information/Assistance from a Case Manager
- Medicaid
- Benefits
- Health: Care/Aids



How Age Well will address common areas of concerns:

- **Transportation**

Age Well meets quarterly with the following transportation providers to coordinate services and budgets:

- ACTR – mostly Addison County
- GMT and SSTA – mostly Chittenden County
- CIDER – mostly Grand Isle and Franklin Counties

Each E&D Town has its own set of rider restrictions and it's interesting to learn to what lengths each goes to keep costs down while providing good services.

Controlling costs can be accomplished with volunteer drivers or running multiple passengers at a time. Most of our meetings are spent discussing how to provide the maximum service at the budgeted costs.

During the past year, Age Well added the Town of Hinesburg to our client base. More and more, towns are turning to Age Well to coordinate these services and are willing to reimburse Age Well for our coordination. Age Well is currently in discussions with the Town of Colchester to coordinate rides for them. Colchester is the largest town after Age Well's E&D coverage area.

Age Well participates in a state wide nutrition coalition, one of the top three issues identified is transportation including to and from meal sites and access to food shelves, commodity foods and grocery stores.

Volunteers do provide some transportation to the meal sites to help improve the nutritional and social needs of clients who are socially isolated

- Age Well currently has 42 volunteers that take clients grocery shopping
- Age Well currently has 21 volunteers that take clients to medical appointments

- **Nutrition and Disease**

Age Well has tailored our Nutrition Program. The program has been designed to offer therapeutic meals to accommodate various health conditions. Age Well will continue to explore additional options consistent across the AAA as we are required under the OOA to work with the highest need and highest risk in Case Management. We will use 3 Squares Options counseling to meet the needs of our clients. We will use the acuity tool to determine our clients at greatest risk. The acuity tool also allows us to match our seniors with the greatest need with volunteer senior home companions.

- **Health and Opioids**

Age Well has recently been approached to examine a collaborative community service pilot program to examine opioid abuse and effective support services. The concept would be to identify a small population of client at risk and work collaboratively with the other service organizations to identify health risks, manage conditions, and coordinate care across the services. This is just starting to be explored. Given the timing of the transition to a new CEO, some of the conversations may occur at a later date



For direct public input Age Well sends out surveys to all 660 of our Meals on Wheels recipients, and 800 of our volunteers to speak to the needs they see of our clients, and we hold interviews with community service leaders. Age Well then combines this data with the data collected by other reporting entities for a holistic view of our clients.

Public Input:

One top concern we heard about this year was for the opioid addiction. This concern came from:

- United Way of Northwest Vermont
- Burlington's Howard Center
- Northwestern Counseling & Support Services in Franklin County
- Porter Medical Center in Addison County

Area Plan Surveys

Age Well posted the 2019-2022 Area Plan on our website, Facebook page, Twitter, Instagram and LinkedIn pages and sent out a special e-mail newsletter to inform the community about our latest plan. Responses to the Area Plan included some of the following comments:

- *“We just moved into the area June 5th. Our neighbor told us about Age Well, so we immediately, purchased tickets. We had a great time at the Fair with friends, and the food was really great. Have since recommend the idea to our daughter and son-in-law, and they too are enjoying. Keep up the good work.”*
- *“It looks like a plan. Keep up the good work.”*
- *“Bravo to Age Well! I don't know what we would do w/o the help you provide. I especially appreciate the insurance help but I am certain. ‘Down the road’ your help will be invaluable!”*
- *“Looks like you are on top of things for seniors. We certainly have a good network here in VT. Thanks for all of your hard work.”*
- *“I reviewed the plan and think its comprehensive and on the mark. The partnership with OneCare is important and linking up with them to promote healthy aging measures could be an important way of getting healthy aging prioritized in their plans. Transportation is a major obstacle and while better transportation infrastructure is the long term solution, one short term solution is more volunteers connected to seniors. I regularly promote Age Well but I know that many people don't realize that the commitment can be fairly minimal. Perhaps a campaign that emphasizes how much a couple of hours a week can go for someone might be an idea? Also, here at the health department, we use front porch forum a lot. I wonder if the volunteers were asked to post a message on their forums, if we might see an uptick in volunteers. I don't if there is an opportunity for visiting volunteers to connect with caseworkers but sometimes we learn things that might be helpful to caseworkers – not sure if its possible to allow to volunteers to be optional members of the team. I love the mission of Age Well and how they make is easy to participate. Visiting with Nancy in Jericho has been so special for me and my two daughters. Yesterday after we*

celebrated her birthday out at a restaurant she said to my 12 year old ‘before you started visiting me, I wasn’t sure I would make it through the winter.’ Now we have outings, even walk a little with her new walker and I think she is a little less lonely. Thanks for what your organization is doing.”

- *“I am fairly new to delivering Meals on Wheels in Bristol. So far, all is going smoothly and I have found Age Well to be very receptive to answering my questions via emails. I hope the "dot" system goes well, it seems rather complex although it may not be once we are used to it. I have quite a lot of people on my route so this will take some getting used to. The new large boxes with a very heavy cold pack on top of everything is not so easy to manage. Each time the box is opened, this heavy cold pack must be moved and put somewhere so we can access the meals underneath. Could it not be put underneath everything to keep the meals cold? Especially with the cooler weather coming...Apart from that, good job Age Well, such nice people, thank you!”*
- *“I just read your Area Plan and am impressed with the organization and implementation thus far. Living and aging in Vermont and reading your plan gives me confidence for the future of this program. I especially appreciate recognizing the needs of New Americans”*
- *“The new food delivered by Meals on Wheels is a blessing. I am very grateful. So far it has been very clean, fresh and healthy. I feel very lucky to receive a well-balanced meal every day. Thank you so very much. Of course, one could always suggest improvements, but I have heard that it is better for some, and not as good as good from others, depending on who prepared their food before. Probably overall, a great change. I really appreciate that the meals are delivered at the same time as they were previously. I also like that the containers are recyclable as well.”*
- *“Very ambitious & excellent. In seeking new sources of revenue, suggest you develop a Legacy program to encourage members who can afford services, to include Age Well in their estate plans. Can’t hurt.”*
- *“I deliver meals on wheels in Georgia. I have had feedback from several clients. First the diabetic clients report not getting the correct carb counted foods. There is too much bread and starches. I also have heard that clients filled out a form regarding their likes and dislikes and these requests are not met. For example, one man in his 90’s only drinks whole milk, yet he only gets 2%. Why is that? Many of the clients also said the food was better when made fresh and local, not flash chilled (frozen). I am not sure how that makes it healthier, it only makes it easier to transport long distances. To me the food now seems ‘institutionalized’. Very sad. I also have had people drop out of getting any meals at all due to the lesser quality of food. These are just my observations as a driver.”*
- *“I have been volunteering with Age Well for a year and a half now. I saw the new plan for the future of this organization and thought I might have something to contribute. I know you are all looking for some more funding and I know there would be people willing to help out all around the community, however you have very little publicity. I have only seen a few things in the news about Age Well in the past years one was an ad for new volunteers, another was a very negative article in the Islander, and the last was when a volunteer was attacked. The first thing you need to do is drum up some good publicity to spread the word about Age Well. It is a wonderful organization that helps so many but know one knows about*

it. I would recommend starting a hashtag campaign. I would be willing to help you out with this if you want to give it a try.”

- *“Nothing changes because you haven't got the staff. I hope you figure out transportation for seniors before certain other things. I've driven seniors with cancer for treatment due to them only being eligible for rides for so many days per month or week while volunteering for North West Transit. I would turn down reimbursed rides to take some clients to get that 3rd or 4th treatment on my own time, to make sure they got what they needed. It is imperative they not miss treatment in order to stand a chance to get better or live a longer life. I did it against the rules, but don't care my insurance was always high enough on my vehicle to cover anything that may have happened to a client and asked them to sign a waiver knowing I was doing them a favor at their request. It shouldn't be like this for any of us. I am a senior now and understand how hard it can get and I am not suicidal, but certainly understand how so many seniors get to that point and follow through with it now better than ever. I even see that in real disabled individuals that aren't seniors. You had a program I absolutely loved and it helped me more than most people can understand a while back. Thanks to my worker, Jennifer Stuart was still my worker. A school student, volunteered for a program he was in. He basically helped me see how much and valuable life really is. We currently stay in touch, and I am grateful for this contact and person to help me when I was most vulnerable emotionally and physically due to conflicting news the many specialists were telling me along with a misdiagnosis. This student helped me see my youth and things important to me and get in touch with my own belief system. As I also helped him in responding to things in my life about history and my feelings on certain subjects. I was happy when he contacted me to say he went into the same field in school to further his education and currently working with his fiancée' in a similar are, taking care of younger and other vulnerable individuals. Please bring that back and do something quicker about the transportation problem for disabled/ senior people. Thank you for allowing me to share my opinion, I understand it is longer then I wanted to make it. However I needed to share it this way to help get my point across.”*
- *“Love AGE WELL and volunteers.”*
- *“As an Age Well volunteer who has been with you for a little more than a year, I appreciate your request for feedback. I've read "Age Well's Newest Area Plan" and I'm looking forward to continuing to work with you. I have found your Volunteer Services to be very well managed and operated, and hope you are able to continue the great work you do, while meeting the big challenges ahead. Let me know, if I may be of any further assistance.”*

Meals on Wheels Recipients and Volunteers Comments

“The food that is coming now is phenomenal and delicious.”

“The folks at the Heineburg Senior Center absolutely LOVED the meals, the mac and cheese was to die for and the green beans and tomatoes were very fresh”



“(Recipient) from Groovy Lunch Bunch was ready to quit coming because of the inferior quality of the food. Since Lindley has started the quality of the food is outstanding and (recipient) would never even think of leaving this site now”

“It’s such a dramatic improvement in the food”

“I love those people at Age Well”

“I live alone and my recent kidney transplant really took the wind out of my sails. I’ve been on Meals on Wheels for a few weeks now and it’s been a big help”

“Thank you Age Well, for the great community meals you provide at the Winooski Senior Center”

Older Adults with a Case Manager Comments

“Whenever I need something (Case Manager) is able to help me or help me get equipment that I need”

“I wouldn’t want any other case manager but (Case Manager). She is a very honest person”

“(Case Manager) explains the process of situations well and handles the stressful part of problems we are having at any given time”

“(Case Manager) has gone above and beyond to help my mother (and father prior)”

“(Case Manager) has been in conferences and is learning more”

“I have problems with my left arm and two spinal surgeries. (Case Manager) will come just to help me fill out state forms”

“Again, OUTSTANDING! Returns calls soon than expected and based on the nature of the call, will call back immediately”

“Continue to educate and train your employees to maintain this high note of achievement”

“Age Well has helped me rehab so I am able to walk and care for myself”



Community Focal Points

Fiscal Years 2019-2022

- 1. Name of Focal Point:** Creek Road Rec Center
Address of Focal Point: 154 Creek Road, Middlebury VT
Key Staff: Michelle Eastman (Age Well Nutrition Coordinator), (802) 662-5267
Towns Served: Addison County
OAA Programs: Congregate Meal Site (Twice a Month on Wednesdays)
Non OAA Programs: N/A
Coordination: Age Well works closely with the site director to plan speakers targeting meal site participants
- 2. Name of Focal Point:** Armory Lane Senior Housing
Address of Focal Point: 50 Armory Lane, Vergennes VT
Key Staff: Michelle Eastman (Age Well Nutrition Coordinator), (802) 865-0360
Towns Served: Addison County
OAA Programs: Congregate Meal Site (Tuesdays and Thursdays)
Non OAA Programs: N/A
Coordination: Age Well works closely with the site staff to coordinate speakers, menus and activities geared to meet needs and interests of the meal site participants
- 3. Name of Focal Point:** Champlain Senior Center
Address of Focal Point: 20 Allen Street, Burlington VT
Key Staff: Candice Holbrook (Burlington Parks and Rec)
Towns Served: Chittenden County
OAA Programs: Congregate Meal Site (Monday through Friday), New American Program Wednesdays
Non OAA Programs: varies
Coordination: Age Well works closely with the site staff to coordinate speakers, menus and activities geared to meet needs and interests of the meal site participants
- 4. Name of Focal Point:** Heineberg Senior Center
Address of Focal Point: 72 Heineberg Road, Burlington VT
Key Staff: Beth Hammond (Executive Director)
Towns Served: Chittenden County
OAA Programs: Congregate Meal Site (Tuesdays through Thursdays), Tai Chi (Mondays and Fridays) **Non OAA Programs:** activities include: Blood Pressure Clinic, Bingo, Book Club, Bowling(Wii), bridge Club, Chair Massage, Cribbage, Month Coffee Hours, Coloring, Computer Support, Food Day, Foot Care Clinic, Jazzercise, Line Dancing, Mahjong, Scrabble, Songwriters group, Yoga
Coordination: Age Well works closely with the site staff to coordinate speakers, menus and activities geared to meet needs and interests of the meal site participants
- 5. Name of Focal Point:** St. Jude's Church
Address of Focal Point: 10759 VT-116, Hinesburg VT
Key Staff: Ted Barnet



Towns Served: Chittenden County

OAA Programs: Congregate Meal Site (Twice a Month Tuesdays)

Non OAA Programs: N/A

Coordination: Age Well works closely with the site staff to coordinate speakers, menus to meet needs and interests of the meal site participants

6. **Name of Focal Point:** Winooski Senior Center
Address of Focal Point: 123 Barlow Street, Winooski VT
Key Staff: Barbara Pitfido (Senior Programs Manager)
Towns Served: Chittenden County
OAA Programs: Congregate Meal Site (Tuesdays and Fridays), Tai Chi (Mondays), New American Program
Non OAA Programs: Coffee Talk, Open House Time, Tech Buddies, Bingo
Coordination: Age Well works closely with the site staff to coordinate speakers, menus and activities geared to meet needs and interests of the meal site participants

7. **Name of Focal Point:** Arrowhead Senior Center
Address of Focal Point: 46 Middle Road, Milton VT
Key Staff: Emily Boccio (Age Well Nutrition Coordinator) (802) 662- 5264
Towns Served: Chittenden County
OAA Programs: Congregate Meal Site (Wednesdays)
Non OAA Programs: Bingo, Country Music Jam Sessions, Guest Speakers, Fall Flea Market, Christmas Dinner
Coordination: Age Well works closely with the site staff to coordinate speakers, menus and activities geared to meet needs and interests of the meal site participants

8. **Name of Focal Point:** Franklin County Senior Center
Address of Focal Point: 75 Messenger Street, St. Albans VT
Key Staff: Jim Coutts (Executive Director)
Towns Served: Franklin County
OAA Programs: Congregate Meal Site (Wednesdays, Thursdays)
Non OAA Programs: Bingo, Exercise Group, Bridge, Line Dancing, Canasta, Drawing Plus, Coffee Hour, Mahjong
Coordination: Age Well works closely site staff to coordinate speakers, menus and activities geared to meet needs and interests of the meal site participants

9. **Name of Focal Point:** Swanton School House Lunch
Address of Focal Point: 59 Church Street, Swanton VT
Key Staff: Emily Boccio (Age Well Nutrition Coordinator) (802) 662- 5264
Towns Served: Franklin County
OAA Programs: Congregate Meal Site (Tuesdays)
Non OAA Programs: N/A
Coordination: Age Well works closely with the site staff to coordinate speakers, menus and activities geared to meet needs and interests of the meal site participants



As Age Well continues to evolve, we continue to partner with locations offering existing congregate meals with 25+ different restaurants in our counties including large events with over 100 participants per event and look for new opportunities to offer additional meal locations. Age Well continues to explore meal sites at restaurants in Addison and Franklin County in FY 2018-19. These events are organized by our Director of Nutrition to run seamlessly by the owners of the restaurant. During the organizational transition that occurred in 2018, we have been working closely with site staff at all locations and will continue to foster a positive collaborative relationship.



Section C: Goals, Objectives and Strategies with RBA goals

FY 2019-2022

1) Title III: Community Planning and Systems Development

Goal: We will support development of a positive culture around the aging process.

Summary: Age Well will support the diverse needs of our older adult population, including our New American older adults. We will strive to identify the various cultural differences and needs of each of our different catchment areas. We will engage with local care coordination models, our partners and the community to embrace and share a person-centered approach to care coordination with these teams. We look forward to working with our Advisory Council to promote our programs and be the eyes and ears of our communities. We are actively recruiting for a CEO who will be actively engaged with organizations and partners to advocate for services and resources to meet the expanding needs of aging Vermonters. It is an integral part of organization to structure the work of our leadership team so they are actively engaged out in the community and recognized as experts in the field. Age Well leaders participate in key community service group meetings that are focused on policy creation or modification to better serve community members.

Age Well, as part of the V4A, actively engages with the V4A lobbying organization, Action Circles. Through an organized strategic plan, Age Well will engage education of legislators about aging issues in their communities and participate in lobbying for the needs of Vermont's seniors. Age Well is exploring an educational video blog [vlog] to educate legislators and community leaders about issues and solutions on aging. Age Well is exploring leveraging a virtual conference educational program with topics that range from community design and programs from around the world that have been working for years, to lectures outlining shared initiatives and explore solution to community solution challenges. Lecturers are best-in-class from around the world representing the clinical, community leader, community member and users of the systems.

NOTE: This goal is **not** included in the RBA report card template but is detailed separately

2) Title III-B: Information and Assistance, Case Management Services, Legal Assistance, Access to Transportation, Outreach

Goal: Meeting unmet needs and supporting clients to live in the setting of their choice is part of Age Well's mission to support older Vermonters to live with dignity and choice.

Summary: Support of older adult's capacity to age in place is a core concept of Age Well's mission. Our objective is to identify our client's goals, values preferences, and strengths, in line with what is important to them and for them to live successfully in a

setting of their choice as they age. The process encompasses dignity and respect for the whole person's choices.

NOTE: (RBA goal developed jointly with other AAAs and detailed separately)

3) Title III C: Home Delivered Meals, Congregate Meals, Nutrition Education, Nutrition Counseling

Goal: Improve the nutritional and health status of clients who receive home delivered meals.

Summary: Age Well will focus directly on the HDM program to ensure that those on the program and are at greatest risk for hunger and malnutrition, have enough food to eat, and have the appropriate therapeutic diet to assist them in managing their chronic health conditions and enable them to age in the place of their choosing. Age Well will continue to partner with Lindley food service to provide high quality, nutritionally consistent meals that comply with OAA Nutrition standards that meet the needs of the clients we serve. Age Well continues to contract with a Registered Dietitian to provide one-on-one nutrition counseling to clients in need and offer nutrition education sessions. Age Well will continue to offer high quality and diverse Congregate Meal and Restaurant Ticket program.

NOTE: (RBA goal developed jointly with other AAAs and detailed separately)

4) Title III D: Health Promotion and Disease Prevention

Goal: To maximize the independence, well-being, and health of older adults and their caregivers through Tai Chi balance classes.

Summary: Age Well will focus on improving balance and socialization for the participants in our Tai Chi, evidence-based program. We will offer training opportunities for Tai Chi instructors and gather information about the effect of the program on participant balance and flexibility.

NOTE: (RBA goal developed jointly with other AAAs and detailed separately)

5) Title III E: National Family Caregiver Support Program

Goal: Supporting caregivers is critical in our mission to support older Vermonters to live with dignity and choice.

Summary: Age Well will focus on training staff to support caregivers and maximize the utilization of our respite grants. Our Caregiver Support Specialist will be providing education, training, and support to Age Well staff regarding dementia and dementia-friendly approaches.

NOTE: (RBA goal developed jointly with other AAAs and detailed separately)

6) Title VII: Prevention of Elder Abuse, Neglect and Exploitation

Goal: To enhance and improve Age Well and partners' knowledge and expertise on issues regarding elder abuse, neglect and exploitation.

Summary: Age well will focus on improving staff (to include nutrition and volunteer) knowledge on identification of elder abuse, neglect, and exploitation and empower them to report such issues. We will include nutrition and volunteer services in annual training that encompass elder abuse, neglect, and exploitation. We will include a pamphlet in our new client packets with an increased focus for staff. We will also offer an in-service on completing a referral to Adult Protective Services to all staff who come in contact with clients. Age Well has recently been approached to examine a five-organization pilot program to examine opioid abuse and effective support services. The concept would be to identify a small population of client at risk and work collaboratively with the other service organizations to identify health risks, manage conditions, and coordinate care across the services. This is just starting to be explored. Given the timing of the transition to a new CEO, some of the conversations may occur at a later date.

NOTE: This goal is **not** included in the RBA report card template but is detailed separately



Title III

Goal #1

Program: Community Planning and Systems Development

Summary: Age well will support the diverse needs of our older adult population, including our New American older adults. We will strive to identify the various cultural differences and needs of each of our different catchment areas. We will engage with local care coordination models, our partners and the community to embrace and share a person-centered approach to care coordination with these teams. We are actively recruiting for a CEO who will be actively engaged with organizations and partners to advocate for services and resources to meet the expanding needs of aging Vermonters. It is an integral part of organization to structure the work of our leadership team so they are actively engaged out in the community and recognized as experts in the field. Age Well leaders participate in key community service group meetings that are focused on policy creation or modification to better serve community members. Age Well, as part of the V4A, actively engages with the V4A lobbying organization, Action Circles. Through an organized strategic plan, Age Well will engage education of legislators about aging issues in their communities and participate in lobbying for the needs of Vermont's seniors. Age Well is exploring an educational video blog [vlog] to educate legislators and community leaders about issues and solutions on aging. Age Well is exploring leveraging a virtual conference educational program with topics that range from community design and programs from around the world that have been working for years, to lectures outlining shared initiatives and explore solution to community solution challenges. Lecturers are best-in-class from around the world representing the clinical, community leader, community member and users of the systems.

Goal 1: We will support development of a positive culture around the aging process.

Strategy 1a:

Promote active discussions within our community partners that embrace a collaborative, person-centered approach which engages and empowers the individual as a partner in this process. Topic areas might include, identifying and educating about the social determinants and needs that might meet the individuals need to live in a setting of their choice but may not be in line with the perception of risk.

Strategy 1b:

Participate in discussion around utilizing older individuals in our volunteer program to serve other older adults to combat the effects of social isolation. Educate the community on the benefits of older adults continuing to be an active contributing part of their community. Exploring the concept of using our clients as volunteers and senior companions.

NOTE: This goal is **not** included in the RBA report card template



Title III-B

Goal #2

Goal/Outcome: Meeting unmet needs and supporting clients to live in the setting of their choice is part of Age Well's mission to support older Vermonters to live with dignity and choice.

Program: Information and Assistance, Case Management Services, Legal Assistance, Access to Transportation

Who does the program serve?

Old Vermonters seen by Age Well Case Managers.

What does the program do?

Care and Service evaluates goals, needs and preferences according to a person centered model. Care and Service Coordinators work with the client to formulate a plan and support the client to take the next steps. Care and Service provides ongoing evaluation of the effectiveness of the wrap around services to keep them in a setting of their choice.

Headline Performance Measures:

1. #/% of Case Management clients who are living in the setting of their choice.

Case Management survey which includes these questions will be sent out quarterly to 10% of CM clients. Surveys are distributed to all clients including both OAA and CFC on a bi annual basis. We are looking the viability of increasing the frequency of surveys. Data analysis of ILA will also be used to obtain data.

Story Behind the Curve:

This performance measure was developed by a statewide group of case management supervisors and area agency on aging directors. Because all of our missions focus on older adults and being able to choose where they live, this became a priority. We have learned that health happens at home and older Vermonters prefer to remain in their homes. The case management program staff prioritize helping older Vermonters get what they need in order to meet their goals and live their life confidently.

What Works:

Determining the starting point of where the client is at, assessing the client's goals, values preferences and strengths. We can improve by continuing our efforts to work collaboratively with our community partners to prevent duplication of services.



Partners:

Potential partners are Adult Day Care Service, Mental Health Agencies, Community Health Team, Home Health Agencies, SASH, Housing/Transportation, Medical Providers, and Law Enforcement Agencies.

Action plan:

- Focus on the One Care /Care Navigator initiative to increase the visibility of Care Coordination with community partners
- Additional training for Care and Service in collaborative models
- Coordinate care with community partners to prevent duplication of services and to maximize care coordination to better meet the needs of the clients we serve
- Continue to offer skilled Case Management
- The survey gives a tool to gather data and assess success of agency in meeting those needs. Continuously better identify the unmet needs of Older Vermonters

2. #/% of Case Management clients will report that their unmet needs were addressed.

Case Management survey which includes these questions will be sent out quarterly to 10% of CM clients. Surveys are distributed to all clients including both OAA and CFC on a bi annual basis. We are looking the viability of increasing the frequency of surveys. Data analysis of ILA will also be used to obtain data.

Story Behind the Curve:

This performance measure was developed by a statewide group of case management supervisors and area agency on aging directors. Because all of our missions focus on older adults and being able to choose where they live, this became a priority. Most clients prefer to have their needs met at home in order to avoid out of home placements which are costly and can lead to social isolation. The case management program staff prioritize helping older Vermonters get what they need in order to meet their goals and live their life confidently.

What Works:

Age well brings community perspective and valuable information around a client's living situation and goals/needs to remain successful in the community.

Partners: Age Well works closely with UVMC, SASH, Nutrition Services, housing, Home Health.

Action Plan:

- Continue to develop surveys that provide adequate data to measure
- Long term, New software system will have the ability to capture more robust data to support this goal



- Coordinate care with community partners to prevent duplication of services and to maximize care coordination to better meet the needs of the clients we serve
- Continue to offer skilled Case Management
- The survey gives a tool to gather data and assess success of agency in meeting those needs. Continuously better identify the unmet needs of Older Vermonters



Title III-C

Goal #3

Goal/Outcome: Improve the nutritional and health status of clients who receive home delivered meals.

Program: Home Delivered Meals, Congregate Meals, Nutrition Education, Nutrition Counseling

Who does the program serve?

Home delivered meals delivered to Older Vermonters in the designated service area.

What does the program do?

Nutritious HDM that meet the OAA Nutritional Requirements to meet the needs of the clients we serve in order to help maintain health and assist the recipients in managing chronic health issues. Each meal provides a complete meal, providing 1/3 of the daily needs for people over the age of 60. The delivery model includes a safety check performed by volunteer deliverers. When necessary the volunteers communicate issues/concerns to Age Well staff to support client's independence in their living situation of choice.

Headline Performance Measures:

- 1. #/% of Home Delivered Meals clients will report they have enough to eat.*

Story Behind the Curve:

Data collected through the Statewide Meals on Wheels Satisfaction survey (266 out of 660 HDM clients) through the first three quarters of FY 2018 indicate that 92% of HDM clients report that due to receiving the Home delivered meal, they have enough food to eat compared to statewide survey results of and compared to FY 2017 Results for Age Well clients, at 91%. Nutritional status of many isolated older Vermonters is often compromised due to poor access to healthy foods balanced meals and chronic health problems. Age Well has recently studied the nutrition program and transformed our home delivered meals system to include therapeutic diets specifically tailored to assist clients in managing chronic health conditions such as heart failure, diabetes, renal disease etc.

What Works:

The number of clients indicating they get enough food could be higher if funding increased to allow each participant to receive more than one meal each day to meet 2/3 of the daily Nutritional requirement.

Partners:

Age Well works closely with Lindley food service to prepare and provide high quality nutritious meals, a multitude of volunteers to deliver the meals and participates on a statewide Nutrition



collation and serves on the county wide Hunger Councils coordinated by the Hunger Free Vermont, VCIL to provide HDM to those eligible for their programs.

Action Plan:

- Continue to gather data through mailed Meals On Wheels satisfaction survey to measure impact of new meal delivery model and access decrease risk for hunger
 - A home delivered meal meets a third of the DRI for people over the age of 60 and Age Well is exploring the potential to offer a second meal for those who are most at nutritional risk
2. *#/% of Home Delivered Meals clients will report that the HD meals help with a medical condition or improve their health.*

Story Behind the Curve:

According to the Statewide Meals on Wheels Satisfaction survey, Age Well's Home Delivered Meals clients indicated 83% of those surveyed (266 respondents out of 660) that they were able to manage their health conditions as a result of receiving HDM and 81% stated that receiving HDM helped to improve their health. Nutritional status of many isolated older Vermonters is often compromised due to poor access to healthy foods balanced meals and chronic health problems. Age Well has recently studied the nutrition program and transformed our home delivered meals system to include therapeutic diets specifically tailored to assist clients in managing chronic health conditions such as heart failure, diabetes, renal disease etc.

What Works:

Starting in July 2, 2018, Age Well has contracted with a single vendor, Lindley food Service , to provide HDM for all clients in all four county service area and offer Regular/Heart Healthy , Diabetic friendly, Ren al friendly, Lactose Free, gluten free, Vegetarian (lacto-ovo only), Mechanical soft and puree meals and any combination thereof to assist clients in managing their chronic health conditions in addition we provide on eon e Nutritional counseling to clients that need additional support.

Partners: Age Well works closely with UVMHC, SASH Hunger Free VT, Care and Service Coordinators, Lindley Food Service.

Action Plan:

- Continue to gather data through mailed Meals on Wheels satisfaction survey to measure impact of new meal delivery model and access the impact of therapeutic diets on managing health



Title III-D

Goal #4

Goal/Outcome: To maximize the independence, well-being, and health of older adults and their caregivers through Tai Chi balance classes.

Program: Health Promotion and Disease Prevention

Who does the program serve?

Older Vermonters attending the evidence based Tai Chi program.

What does the program do?

Helps older Vermonters maintain or improve their balance to decrease their risk of falling.

Headline Performance Measures:

- 1. #/% of clients will report Improved Balance*

Story Behind the Curve:

Tai Chi is an evidence based program that has been proven to improve balance thereby reducing falls. Falls can have a widespread and significant impact on health, can be deadly, and often result in high costs. One out of four older adults fall each year. In 2014, 2.8 million nonfatal falls among older adults were treated in emergency departments and more than 800,000 of these patients were hospitalized. In 2014, adjusted for inflation, the direct medical costs for fall injuries were \$31 billion annually. Fortunately, research has shown that falls and fall risks can be reduced through systematic risk identification and targeted intervention, including a combination of clinical and community-based interventions. Multiple evidence-based community programs, including but not limited to, Tai Chi for Fall Prevention, have been shown to reduce falls and/or falls risk factors, as well as provide a positive return on investment. Until now, the AAA's in Vermont have had little data to show the true effectiveness of Tai Chi for Fall Prevention's impact on fall risk reduction, improved balance, and socialization. It is the intention of this plan to capture pertinent data so that we may assess our impact and improve upon it.

What Works:

- Pre and Post surveys for every participant with "Stay Steady" questions, incorporated
- Accurate attendance tracking method

Partners:

AAAs, Tai Chi Vermont, Volunteer Tai Chi teachers, Senior Centers, and Community Partners who provide space for Tai Chi classes to be held in.

Action Plan:

Age Well will work in collaboration to collectively gather accurate and uniform data on the effect of Tai Chi classes on balance and social inclusion.

2. #/% of clients will report Increased Socialization

Story Behind the Curve:

Tai Chi is an evidence based program that has been proven to improve balance thereby reducing falls. Because the class runs for 10 weeks the participants tend to form deep ongoing relationships. Falls can have a widespread and significant impact on health, can be deadly, and often result in high costs. One out of four older adults fall each year. In 2014, 2.8 million nonfatal falls among older adults were treated in emergency departments and more than 800,000 of these patients were hospitalized. In 2014, adjusted for inflation, the direct medical costs for fall injuries were \$31 billion annually. Fortunately, research has shown that falls and fall risks can be reduced through systematic risk identification and targeted intervention, including a combination of clinical and community-based interventions. Multiple evidence-based community programs, including but not limited to, Tai Chi for Fall Prevention, have been shown to reduce falls and/or falls risk factors, as well as provide a positive return on investment. Until now, the AAA's in Vermont have had little data to show the true effectiveness of Tai Chi for Fall Prevention's impact on fall risk reduction, improved balance, and socialization. It is the intention of this plan to capture pertinent data so that we may assess our impact and improve upon it.

What Works:

- Pre and Post surveys for every participant with “Stay Steadi” questions, incorporated
- Accurate attendance tracking method

Partners:

AAAs, Tai Chi Vermont, Volunteer Tai Chi teachers, Senior Centers, and Community Partners who provide space for Tai Chi classes to be held in.

Action Plan:

Age Well will work in collaboration to collectively gather accurate and uniform data on the effect of Tai Chi classes on balance and social inclusion.



Title III-E

Goal #5

Goal/Outcome: Supporting caregivers is critical in our mission to support older Vermonters to live with dignity and choice.

Program: National Family Caregiver Support Program

Who does the program serve?

Caregivers providing care to older Vermonters

What does the program do?

The Caregiver Support Specialist program develops, administers and coordinates programs and resources for Caregivers.

Headline Performance Measures:

1. ***% of AAA staff trained in understanding and supporting the challenges of caregiving/being a caregiver, with particular focus on dementia care and support.***

We will assume 0% of staff trained as baseline.

We will target 50% of staff trained in first year;

65% through second year;

80% through third year;

95% through fourth year (allowing for staff changes).

Story Behind the Curve:

While many staff have experience regarding the challenges of family caregiving, this is the first time that we have a staff member dedicated solely to caregiver support. We will now be offering formal training to secure a common framework for understanding and providing appropriate support. Family Caregivers risk their financial wellbeing, physical and mental health, and interpersonal relationships by taking on the role of caregiver. Caregiver burnout is prevalent and affects the health outcomes of both the caregiver and the care recipient. Understanding these challenges will help AAA staff in making informed referrals.

What Works:

We will create training objectives based on the feedback provided by our Care and Service Coordinators and then develop and offer the training into the care and service coordinators training schedule.

Partners:

The Caregiver Coordinator will partner with our Leadership Team, Care and Service Program, V4A and the Alzheimer's Association

Action Plan:

- Have Family Caregiver Coordinator attend team meetings to engage staff, informally survey learning needs and resources, and lay groundwork for planned trainings
- Create quality trainings based on adult learning principles
- Offer non-required follow-up programming to deepen staff engagement and ongoing learning

2. *% of AAA staff trained in understanding and supporting the challenges of caregiving/being a caregiver, with particular focus on dementia care and support*

We will assume 0% of staff trained as baseline.

We will target 50% of staff trained in first year;

65% through second year;

80% through third year;

95% through fourth year (allowing for staff changes).

Story Behind the Curve:

While various staff have knowledge and experience regarding dementia, dementia care and dementia-friendly community initiatives, this will introduce agency-wide training to ensure basic competencies. As more people with Alzheimer’s disease and Related Dementias are supported in aging-in-place, their unique needs will need to be integrated into the way people in all professions interact with them publically. Dementia Friendly principles are focused on training whole communities in the needs of people with a dementia, helping them to continue using public transportation, navigate banking and shopping encounters, order in restaurants, and other every-day interactions with as much support and understanding as possible. This approach seeks to keep people with a dementia engaged and independent in their communities by teaching the community to meet people where they are. As an agency acknowledging the extra effort these clients are putting forth in meeting with us, we seek to anticipate their needs and respond in dementia literate ways.

What Works:

We will create training objectives based on the input and feedback provided by our Care and Service Coordinators and then develop and offer the training into the care and service coordinators training schedule.

Partners: The Caregiver Coordinator will partner with our Leadership Team, Care and Service Program, V4A and the Alzheimer’s Association

Action Plan:

- Have Family Caregiver Coordinator attend team meetings to engage staff, informally survey learning needs and resources, and lay groundwork for planned trainings



- Create quality trainings based on adult learning principles
- Offer non-required follow-up programming to deepen staff engagement and ongoing learning



Title VII

Goal #6

Program: Prevention of Elder Abuse, Neglect and Exploitation

Summary: Age well will focus on improving staff (to include nutrition and volunteer) knowledge on identification of elder abuse, neglect, and exploitation and empower them to report such issues. We will include nutrition and volunteer services in annual training that encompass elder abuse, neglect, and exploitation. We will include a pamphlet in our new client packets with an increased focus for staff. We will also offer an in-service on completing a referral to Adult Protective Services to all staff who come in contact with clients. Age Well has recently been approached to examine a five-organization pilot program to examine opioid abuse and effective support services. The concept would be to identify a small population of client at risk and work collaboratively with the other service organizations to identify health risks, manage conditions, and coordinate care across the services. This is just starting to be explored. Given the timing of the transition to a new CEO, some of the conversations may occur at a later date.

Goal 1: To enhance and improve Age Well's and our community partners knowledge and expertise on issues regarding elder abuse, neglect and exploitations.

Strategy 1a:

We will include a pamphlet in our new client packets with increased focus for staff. We will also offer an in service on completing a referral to Adult Protective Services to all staff who come in contact with clients.

Strategy 1b:

Nutrition services, and volunteer services will be included in annual trainings around issues that focus on elder abuse, neglect and exploitation.

Education around APS reports, and how to use them.

NOTE: This goal is **not** included in the RBA report card template



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

FY 2019-2022

Data management has been a key focal area for Age Well over the last four years. As with other industries, data management, analytics, and reporting is moving to be the foundation for improved access to quality information and the basis for more informed decision-making.

The following chart outlines the key systems Age Well uses, the purpose, the capabilities, current state and the plans and timing for the future.

Age Well also contracts with a support organization, Tech Group, to provide daily, and real-time, support to our systems and users.

(See chart below)

<i>Software/Technology</i>	<i>Purpose</i>	<i>FY2019 Plans</i>	<i>3-Year Roadmap</i>
Mediware SAMS	<p>Mediware SAMS is the primary tool used by Age Well for its Case Management and SHIP documentation and NAPIS reporting</p>	<p>SAMS will be utilized through the month of October for Case Management functions, including Choices for Care applications, etc.</p> <p>SAMS will be utilized through 2019 for SHIP services</p>	<p>It is the expectation that Age Wells new Client Management System, Athena will take over all Case Management documentation & reporting in place of SAMS. After 2019 its use will be limited to submissions and approvals of Choices For Care applications</p> <p>SHIP is expected to transition to the new Athena CMS as well</p> <p>Athena will have the ability to capture and report the NAPIS data needed for state submission</p>
ReferNet	<p>ReferNet is the primary tool used for managing calls and subsequent referrals generated by the Vermont Senior Helpline</p> <p>It is used with our Information & Assistance team and based upon the AIRS protocols and standards.</p> <p>NAPIS reporting is sourced from Refer for the I&A counts</p>	<p>Refer will remain in place for the first half of FY19</p> <p>The I&A team will be migrated to Athena Penelope after that</p> <p>NAPIS reporting will come from Athena</p>	<p>Refer will be retained for lookups and reporting for approx. 1 year after migration to Athena, then be decommissioned</p>

<p>GRIPE</p>	<p>Case Management uses GRIPE for capturing case notes and documentation of time towards clients. GRIPE notes are not currently utilized for NAPIS reporting</p>	<p>GRIPE will be replaced by Athena Penelope in October. It will remain available as a read-only application for look-ups for up to 1 year</p>	<p>GRIPE will be decommissioned for Age Well</p>
<p>ServTracker</p>	<p>ServTracker is utilized to manage Age Well's nutrition program activities. This includes coordination of delivery, meal types, eligibility of home and community-based meals</p>	<p>ServTracker was implemented in December of 2017. Currently, Age Well is working through a Phase II implementation that includes the redesign of key workflows and standardizing practices for call flows and intakes</p> <p>All NAPIS reporting for nutrition will come from ServTracker</p>	<p>Certain data points relating to program enrollment, nutrition counseling, assessments, and applications will move to Athena. ServTracker will remain but only serve as the operations software for delivery and community meals</p> <p>Age Well will expand ServTracker to utilize scanners and client “cards” at community meals. Doing such will increase accuracy and ease for clients coming in</p> <p>NAPIS reporting will continue to be sourced from ServTracker</p>

<p>Athena Penelope</p>	<p>Athena is Age Well’s new Client Management System. It will be a single source for all programs and plans relating to that client. This includes Case Management, Nutrition, SHIP, I&A, Nutrition Counseling, and Care Coordination</p> <p>Athena will aid in the client based tracking of health outcomes, and track all resources (funding and FTE) provided</p>	<p>Athena is scheduled to be implemented in October 2018. This is Phase 1 which includes the Case Management Teams</p> <p>After this time, it is expected that future NAPIS reporting will come directly from Athena</p>	<p>Athena will be expanded in later phases to all services at Age Well. It will house all of our outcomes, grant and funding reporting</p> <p>Phase 1: Care and Service Coordination will be completed fall of 2019</p> <p>Phase 2: Information & Assistance & SHIP will be completed in Spring of 2020</p> <p>Phase 3: Nutrition will be completed in Summer of 2020</p>
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<p>Monarch Datawatch</p>	<p>Datawatch is a data analytics tool Age Well utilizes to interface data from one system to another. It also allows for data staging and building of cross maps when multiple data sources are used</p>	<p>Datawatch today is utilized for taking formatted reports from SAMS and creating interface files for Patient Ping. It will be used as part of our capture, cleansing, and migration of data from SAMS, Gripe, and others into Athena</p> <p>Datawatch is expected to be a bridge to NAPIS reporting in the event one of our applications does not have capabilities to do such data extraction</p>	<p>As Age Well begins to mine larger and larger databases in Athena, with more complex data points – Datawatch is needed to create analytics for grants, pilots, dashboards and key reports</p>
<p>Better Impact</p>	<p>Better Impact is used by the Age Well volunteer management team. It houses all key information about volunteers. It tracks requests for their time and provides impact reports for the work supported</p>	<p>Today Better Impact manages requests for Senior Companions, Meals on Wheels, and nearly every volunteer supported program at Age Well</p>	<p>Better Impact will remain supporting this function. No change expected</p>



Section E: Age Well Continuous Quality Improvement Plan

FY 2019-2022

Age Well is guided by the assurances, required activities and information requirements as stipulated in the Older Americans Act. Within this framework, we employ a number of procedures to review the quality, effectiveness, and need for services.

Age Well uses Results Based Accountability (RBA) for our strategic plan and performance measurement. RBA has been identified as a model to provide uniform reporting and evaluation on the impact of programs and services. The concept provides a framework to evaluate if the end goal has been accomplished by the current practice, and considers the following questions:

- How much do we do?
- How well do we do it?
- Is anyone better off?

Age Well also practices an ongoing review process to engage both staff and clients on the quality of our work. The CEO reports to the Board of Directors every other month and has a monthly meeting with the Board chair.

The organization's Leadership team meet weekly individually with the CEO, weekly as a collective group to conduct a one-hour 'stand-up' designed in a format of mutual accountability and shared decision-making, and they meet every other week for a full leadership team meeting to discuss topics of interest and program updates.

NAPIS Data Quality/Continuous Improvement:

- Currently Age Well employs a CIO, an Application Analyst and a Functional Analyst that are stewards of the SAMS system and NAPIS data
- This includes attending all related system administrator meetings run by DAIL or Mediware
- Duplicate management, provisioning, Merges, changes, training and data quality are supported by this group
- Upon the NAPIS reporting period, this team coordinates all reporting/validating out of the SAMS system

Monthly departmental staff meetings occur, including the case management department (case management/I&A/SHIP) and the community and volunteer services department (nutrition/transportation/volunteer programs). Individual supervision and record review occurs on a regular basis. Formal peer support for case managers occurs bi-monthly, with a discussion of best practices as well as a chance to brainstorm how to work with difficult clients. Programs and services that have direct client contact gain feedback through program evaluations and follow up surveys to further inform our work. Age Well maintains oversight of program requirements related to contracted services including the elder care clinician program, legal aid, nutrition, and transportation.

The Interim CEO creates weekly vlogs [video blogs] distributed to all-staff and all-board with weekly updates on what occurred as well as a preview of upcoming activities and items of note. It also includes legislative updates when the statehouse is in session.

Additionally, Age Well ensures quality improvement in the following manner:



1. Annual employee performance reviews, which include goal setting and improvement strategies
2. New staff members undergo a thorough orientation process which includes shadowing current employees, meeting with representatives of all departments, and general agency orientation
3. Periodic supervisor training is offered internally. Staff members are encouraged to attend external training as needed and affordable
4. There is always a supervisor available during work hours for consultation either in person or via phone or email



Section F: Appendix G

REQUEST FORM FOR A DIRECT SERVICE WAIVER

Direct Provision of Services by the Area Agency on Aging

The Area Agency on Aging requests approval of the State Agency for direct provision of the following service for Federal Fiscal Years 2019-2022.

Service:

Service Area:

Nutrition Services

Addison, Franklin, Chittenden, and Grand Isle County

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

Age Well seeks a waiver to oversee Nutrition Services provided at locations with no designated staff in all four counties. Age Well contracts out preparation of food and all transportation services to senior meals programs but still provides management of the volunteer services. The Meals on Wheels program requires two staff members who can coordinate volunteer driver activity. When Age Well submitted the RFP for a single-vendor model in December 2017 to 45 potential vendors, including existing ones, were contacted and zero of the respondents offered a model that would manage the coordination of MOW drivers. The waiver is needed because we manage MOW volunteers in house. The volunteers do serve all 4 counties. We do this as we were not successful in finding a vendor through the recent RFP process that could manage this service. We will continue to manage it in house until a new vendor is sought.

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

At this time, given a single-vendor model, there is no local provider to contract for these services.



Appendix G

REQUEST FORM FOR A DIRECT SERVICE WAIVER

Direct Provision of Services by the Area Agency on Aging

The Area Agency on Aging requests approval of the State Agency for direct provision of the following service for Federal Fiscal Years 2019-2022.

Service:

Service Area:

Powerful Tools for Caregivers

Addison, Franklin, and Chittenden County

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

Age Well seeks a waiver for our Powerful Tools for Caregivers. PTC requires that all facilitators be certified. At this time we have 4 staff who are certified as well as two volunteers. All classes are co-facilitated.

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

We will have our Age Well Caregiver Support Specialist pursue becoming a train the trainer so that we have the capacity to train other staff and volunteers in house.

Appendix B Area Agency on Aging Assurances Updated October 2017

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

Development of a Comprehensive, Coordinated, Client-Centered System

1. ((306(a)(1)) The plan shall provide, through a comprehensive and coordinated system, supportive services, nutrition services and, where appropriate, the establishment, maintenance or construction of multipurpose senior centers, including determining the extent of need for supportive services, nutrition services and multipurpose senior centers.
2. ((306(a)(1)) Among other things, the plan will take into consideration the number of older individuals with low incomes residing in the planning and service area, the number of older individuals with low-incomes, the number of older individuals who have greatest economic need (with particular attention to low-income older individuals, including lowincome minority older individuals, older individuals with limited English proficiency, and older individuals residing in rural areas) and greatest social need (with particular attention to low-income older individuals, including low-income minority older individuals, older individuals with limited English proficiency, and older individuals residing in rural areas), residing in the planning and service area, the number of individuals at risk for institutional placement residing in such area, and the number of older individuals who are Indians (Native Americans) residing in the area. The plan will also take into consideration the efforts of voluntary organizations in the community.
3. ((306(a)(1)) The plan shall include a method and plans for evaluating the effectiveness of the use of resources in meeting these needs.
4. ((306(a)(3)) The plan shall designate, where feasible, a focal point for comprehensive service delivery in each community, giving special consideration to designating multipurpose senior centers as such focal point and specify, in grants, contracts, and agreements implementing the plan, the identity of each designated focal point.
5. ((306(a)(5)) The Area Agency will coordinate planning, identification, assessment of needs, and provision of services for older individuals with disabilities, with particular attention to individuals with severe disabilities, and individuals at risk for institutional placement with agencies that develop or provide services for individuals with disabilities.
6. ((306(a)(6)(B)) The Area Agency will serve as the advocate and focal point for the elderly within the community by monitoring, evaluating and commenting upon all policies, programs, hearings, levies and community actions which will affect the elderly.
7. ((306(a)(6)(C)(i)) Where possible, the area agency on aging will enter into agreements with organizations providing day care services for children, assistance to older individuals caring for

relatives who are children, and respite for families, so as to provide opportunities for older individuals to aid or assist on a voluntary basis in the delivery of such services to children, adults and families.

8. ((306)(a)(6)(C)(ii)) The Area Agency will, if possible, regarding the provision of services under Title III, enter into arrangements and coordinate with organizations that have a proven record of providing services to older individuals, that were officially designated as community action agencies or community action programs under section 210 of the Economic Opportunity Act of 1964 (42 U.S.C. 2790) for fiscal year 1981, and did not lose the designation as a result of failure to comply with such Act; or came into existence during fiscal 1982 as direct successors in interest to such community action agencies or community action programs; and that meet the requirement under section 675(c)(3) of the Community Services Block Grant Act (42 U.S.C. 9904 (c)(3).

9. ((306)(a)(6)(C)(iii)) The Area Agency will make use of trained volunteers in providing direct services delivered to older individuals and individuals with disabilities needing such services and, if possible, work in coordination with organizations that have experience in providing training, placement and stipends for volunteers or participants (such as organizations carrying out Federal service programs administered by the Corporation for National and Community Service) in community service settings.

10. ((306)(a)(6)(E)) The Area Agency will establish effective and efficient procedures for coordination of services with entities conducting other Federal or federally assisted programs for older individuals at the local level, with particular emphasis on entities conducting programs under this title and the following programs:
 - a. the Job Training Partnership Act,
 - b. Title II of the Domestic Volunteer Service Act of 1973,
 - c. Titles XVI, XVIII, XIX, and XX of the Social Security Act,
 - d. Sections 231 and 232 of the National Housing Act,
 - e. the United States Housing Act of 1937,
 - f. Section 202 of the Housing Act of 1959,
 - g. Title I of the Housing and Community Development Act of 1974,
 - h. Title I of the Higher Education Act of 1965 and the Adult Education Act,
 - i. Sections 3, 9, and 16 of the Urban Mass Transportation Act of 1964,
 - j. the Public Health Service Act, including block grants under Title XIX of such Act,
 - k. the Low-Income Home Energy Assistance Act of 1981,
 - l. part A of the Energy Conservation in Existing Buildings Act of 1976 relating to weatherization assistance for low income persons,
 - m. the Community Services Block Grant Act,
 - n. demographic statistics and analysis programs conducted by the Bureau of the Census under title 13, U.S. Code,
 - o. parts II and III of Title 38, U.S. Code,
 - p. the Rehabilitation Act of 1973,
 - q. the Developmental Disabilities and Bill of Rights Act,
 - r. the Edward Byrne Memorial State and Local Law Enforcement Assistance Programs, established under part E of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. 3750-3766b).

11. ((306(a)(6)(F)) In coordination with the State agency and the State agency responsible for mental health services, the Area Agency will increase public awareness of mental health disorders, remove barriers to diagnosis and treatment, and coordinate mental health services (including mental health screenings) provided with funds expended by the area agency on aging with mental health services provided by community health centers and by other public agencies and nonprofit private organizations.
12. ((306(a)(7)) The Area Agency will conduct efforts to facilitate the area –wide development and implementation of a comprehensive, coordinated system for providing long-term care in home and community-based settings, in a manner responsive to the needs and preferences of older individuals and their family caregivers by -
 - a. Collaborating, coordinating activities, and consulting with other local public and private agencies and organizations responsible for administering programs, benefits, and services related to providing long-term care;
 - b. Conducting analyses and making recommendations with respect to strategies for modifying the local system of long term care to better-
 - i. Respond to the needs and preferences of older individuals and family caregivers; ii. Facilitate the provision, by service providers, of long-term care in home and community-based settings; and
 - iii. Target services to older individuals at risk for institutional placement, to permit such individuals to remain in home and community-based settings.
13. ((306(a)(7)(C)) The Area Agency will implement, through the agency or service providers, evidence-based programs to assist older individuals and their family caregivers in learning about behavioral changes intended to reduce the risk of injury, disease, and disability among older individuals.
14. ((306(a)(7)(D)) The Area Agency shall provide for the availability and distribution (through public educations campaigns, Aging and Disability Resource Centers, the area agency on aging itself, and other appropriate means) of information relating to the need to plan in advance for long-term care and the full range of available public and private long-term care (including integrated long-term care) programs, options, service providers and resources.
15. ((306(a)(8)) The Area Agency assures that case management services provided under this title through the Area Agency will:
 - a. not duplicate case management services provided through other Federal and State programs;
 - b. be coordinated with case management services provided through other Federal and State programs; and
 - c. be provided by a public agency; or a nonprofit private agency that:
 - i. gives each older individual seeking services under this title a list of agencies that provide similar services within the jurisdiction of the Area

- Agency; ii. gives each individual described in clause (i) a statement specifying that the individual has a right to make an independent choice of service providers and documents receipts by such individual of such statement;
- iii. has case managers acting as agents for the individuals receiving the services and not as promoters for the agency providing such services; or
- iv. is located in a rural area and obtains a waiver of the requirements described in clauses (i) through (iii).

Public Input

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

Preference to Those in Greatest Economic or Social Need

1. ((306(a)(2)(B)) The area agency on aging will provide assurances that it will -
 - a. Expend at least 65% of part B funds for Access to Services, 1% of Part B funds for Inhome Services and 5% of Part B funds for Legal Assistance.
2. ((306(a)(4)(A)(i)) The area agency on aging will provide assurances that it will –
 - a. Set specific objectives, consistent with State policy for providing services to older individuals with greatest economic need, older individuals with greatest social need, and older individuals at risk for institutional placement.
 - b. Include specific objectives for providing services to low-income minority individuals, older individuals with limited English proficiency, and older individuals residing in rural areas; and
 - c. Include proposed methods to achieve the objectives described in items a and b above.
 - d. The area agency on aging will assure that it will include in each agreement with a provider of any service under this title a requirement that the provider will –
 - i. Specify how the provider intends to satisfy the service needs of low-income minority individuals, older individuals with limited English proficiency, and older individuals residing in rural areas served by the provider;
 - ii. To the maximum extent feasible, provide services to low-income minority individuals, older individuals with limited English proficiency, and older individuals residing in rural areas in accordance with the need for such services; and
 - iii. Meet specific objectives established by the area agency on aging, for providing services to low-income minority individuals, older individuals with limited English proficiency, and older individuals residing in rural areas within the planning and service area.

3. ((306(a)(4)(A)(iii)) With respect to the fiscal year preceding the fiscal year for which such plan is prepared, the Area Agency shall:
 - a. identify the number of low-income minority older individuals and older individuals residing in rural areas in the planning and service area;
 - b. describe the methods used to satisfy the service needs of such minority older individuals; and
 - c. provide information on the extent to which the Area Agency met the objectives described in clause (306(a)(4)(A)(i)).

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

5. ((306(a)(4)(C)) The Area Agency shall ensure that each activity undertaken by the agency, including planning, advocacy and systems development, will include a focus on the needs of low-income minority older individuals and older individuals residing in rural areas.

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

Agreements with Service Providers

1. ((306(A)(1)) The plan shall include a method and plans for entering into agreements with providers of services for the provision of services to meet needs.

2. ((307(a)(11)) The Area Agency on Aging will--
 - a. enter into contracts with providers of legal assistance which can demonstrate the experience or capacity to deliver legal assistance.
 - b. include in any such contract provisions to assure that any recipient of funds under section a (immediately above) will be subject to specific restrictions and regulations promulgated



- under the Legal Services Corporation Act (other than restrictions and regulations governing eligibility for legal assistance under such Act and governing membership of local governing boards) as determined appropriate by the Assistant Secretary; and
- c. attempt to involve the private bar in legal assistance activities authorized under Title III, including groups within the private bar furnishing services to older individuals on a pro bono and reduced fee basis.
3. ((307(a)(11)(B)) The Area Agency on Aging will assure that no legal assistance will be furnished unless the grantee administers a program designed to provide legal assistance to older individuals with social or economic need and has agreed, if the grantee is not a Legal Services Corporation project grantee, to coordinate its services with existing LSC projects in the planning and service area in order to concentrate the use of funds provided under Title III on individuals with greatest such need; and the Area Agency on Aging makes a finding, after assessment, pursuant to standards for service promulgated by the Assistant Secretary, that any grantee selected is the entity best able to provide the particular services.
 4. ((307(a)(11)(D)) The Area Agency on Aging will assure, to the extent practicable, that legal assistance furnished under the plan will be in addition to any legal assistance for older individuals being furnished with funds from other sources other than the OAA and that reasonable efforts will be made to maintain existing levels of legal assistance for older individuals.
 5. ((307(a)(11)(E)) The Area Agency on Aging will give priority to legal assistance related to income, health care, long-term care, nutrition, housing, utilities, protective services, defense of guardianship, abuse, neglect and age discrimination.

Provision of Services

1. ((306(a)(2)) The plan shall provide assurances that an adequate proportion, as required under section 307(a)(2) of the Older Americans Act, of the amount allotted for Part B to the planning and service area will be expended for the delivery of each of the following categories of services
 - a. services associated with access to services (transportation, health services (including mental health services), outreach, information and assistance, (which may include information and assistance to consumers on availability of services under part B and how to receive benefits under and participate in publicly supported programs for which the consumer may be eligible) and case management services);
 - b. in-home services, including supportive services for families of older individuals who are victims of Alzheimer's disease and related disorders with neurological and organic brain dysfunction; and
 - c. legal assistance; and assurances that the area agency on aging will report annually to the State in detail the amount of funds expended for each such category during the fiscal year most recently concluded.
2. ((306(a)(13)(A)) The Area Agency will maintain the integrity and public purpose of services provided, and service providers, under this title in all contractual and commercial relationships.
3. ((306(a)(13)(B)) The Area Agency will disclose to the Assistant Secretary and the State agency --
 - a. the identity of each non-governmental entity with which it has a contract or commercial relationship relating to providing any service to older individuals; and

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

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

1. The Area Agency on Aging (AAA) shall:

- a. assure that all services and service options are fully explained to applicants/participants/representatives;
- b. assure that all applicants/participants/representatives are provided with a copy of the AAA's consumer grievance procedures and are provided with assistance as necessary to understand and follow the established procedures.
- c. assist applicants/participants to obtain necessary services;

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



10. The AAA shall assure responsibility for accepting and responding to third party referrals concerning individuals with self-neglecting behaviors who are 60 years of age or older.
11. The AAA shall assure that FFY 2018 funds to strengthen the volunteer base will be utilized for at least one evidenced-based falls prevention program.

General Administration

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

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

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

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

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



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

**STANDARD STATE PROVISIONS
FOR CONTRACTS AND GRANTS
REVISED JULY 1, 2016**

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 the 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. In the event the State withholds approval to settle any such claim, then the Party shall proceed with the defense of the claim but under those circumstances, the Party's indemnification obligations shall be limited to the amount of the proposed settlement initially rejected by the State.

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 in the event that 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.

The Party agrees that in no event shall the terms of this Agreement nor any document required by the Party in connection with its performance under this Agreement obligate the State to defend or indemnify the Party or otherwise be liable for the expenses or reimbursement, including attorneys' fees, collection costs or other costs of the Party except to the extent awarded by a court of competent jurisdiction.

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 the 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 the Contract, 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. Federal Requirements Pertaining to Grants and Subrecipient Agreements:

A. Requirement to Have a Single Audit: In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, 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 the case that this Agreement is a Grant that is funded in whole or in part by Federal funds, 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 the case that this Agreement is a Grant funded in whole or in part by Federal funds, in accordance with 2CFR 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.

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 the 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 the 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 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 23 (“Certification Regarding Use of State Funds”); Section 31 (“State Facilities”); and Section 32 (“Location of State Data”).

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. Certification Regarding Use of State Funds: In the case that 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.

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

25. 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.

26. 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.

27. 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.

28. Termination: In addition to any right of the State to terminate for convenience, the State may terminate this Agreement as follows:

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 nonbreaching party may specify in the notice.

C. No Implied Waiver of Remedies: A 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.

29. 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.

30. 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.

31. 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.

32. 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 continental United States, except with the express written permission of the State.

(End of Standard Provisions)



BUSINESS ASSOCIATE AGREEMENT

THIS BUSINESS ASSOCIATE AGREEMENT (“AGREEMENT”) IS ENTERED INTO BY AND BETWEEN THE STATE OF VERMONT AGENCY OF HUMAN SERVICES, OPERATING BY AND THROUGH ITS DEPARTMENT OF DISABILITIES, AGING AND INDEPENDENT LIVING (“COVERED ENTITY”) AND _____, (“BUSINESS ASSOCIATE”) AS OF OCTOBER 1, 2017 (“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, subgrantees 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 6 above.

10. **Other Provisions:**

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

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

2-1-1 Database: If Party provides health or human services within Vermont, or if Party provides such services near the Vermont border readily accessible to residents of Vermont, Party shall adhere to the "Inclusion/Exclusion" policy of Vermont's United Way/Vermont 211 (Vermont 211), and will



provide to Vermont 211 relevant descriptive information regarding its agency, programs and/or contact information as well as accurate and up to date information to its database as requested. The “Inclusion/Exclusion” policy can be found at www.vermont211.org.

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

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

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

AHS ATT. F 12.31.16

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.
- Title III-C-1 funds are for Congregate Meal programs, nutrition counseling, education and other nutrition services, and Area Plan Administration.
- Title III-C-2 funds are for Home Delivered Meals, nutrition counseling, education and other nutrition services.
- Title III-D funds are for Disease Prevention and Health Promotion Programs and activities which have been demonstrated through rigorous evaluation to be evidenced based and effective for improving the health and well- being or reducing disease, disability and/or injury among older adults. (ACL revised the definition of “evidence-based” as of 10/01/16. The revised definition can be found here: http://www.aoa.acl.gov/aoa_programs/hpw/title_IIID/index.aspx)
- Title III-E funds are for the National Family Caregiver Support Program. Funds may be used to provide the five categories of services authorized in the OAA: 1) information services; 2) access assistance; 3) counseling; 4) respite care; and 5) supplemental services. All Case Management, Information and Assistance, Respite and other expenses for family caregivers should be budgeted in



this program. The category of supplemental services is designed to be used on a limited basis. As a result, each AAA must receive approval from the Department **in advance** of providing supplemental services and may dedicate no more than twenty percent of the Federal funding to this category. AAA are also required to provide caregiver services to older relative caregivers of children age 18 and younger, but may dedicate no more than ten percent of federal funding to this type of service. Please refer to the additional NFCSP requirements in Section III of this document.

- Title VII funds are for Elder Abuse Prevention services.
- Nutrition Services Incentive Program (NSIP) funds are to support the Congregate and Home-Delivered Nutrition Programs by providing an incentive to serve more meals. NSIP funds must be used exclusively to purchase food, not meal preparation and may not be used to pay for other nutrition-related services such as nutrition education or for State or local administrative costs.
- Each AAA shall expend at least 65% of Part B funds for Access to Services, 1% of Part B funds for In-home Services and 5% of Part B funds for Legal Assistance.
- AAAs must budget expenses for Nutrition Education since it is a State required activity.
- Food and Nutrition Services (FNS - Food Stamp Outreach Program) require a fifty percent (50%) non-Federal match. These funds must be allocated within the Case Management and Information & Assistance programs, and in the Information and Access Assistance programs under Title III E.
- Administrative costs are to be spread by the percentage of total cash expenses to each program.
- Equipment costing over \$5000/unit must have authorization from the funding source if Federal funds are to be used.
- Local funds must be expended in accordance with the budgeted use of local funds.
- AAAs may only use their anticipated FY2019 funding and unbudgeted prior year funds, unless DAIL has an audit or draft audit identifying the carryover amounts from the prior year.
- An Area Agency on Aging must expend 85% of its annual allocation and any carryover of special service funds during the current year. Special service funds are used to help meet the unmet needs of individuals for which there are no other available resources.
- The Department will only allow an AAA to draw in a proportionate share of their Title III, Title VII funds, State Base General Fund, Special Services, Nutrition Service-Meals, Flexible funds, Nutrition Services Incentive Program funds (NSIP), and Volunteer Outreach funds each month (i.e. 1/12th per month). Cash requests above the proportionate share will require an acceptable explanation. AAA will minimize the elapse time between the Federal funds drawn and the expenditure of funds for program purposes.
- Grants for the Provision of Long Term Care Services (Flexible Funding) Expenses/Revenue - Allocate the revenue and expenses to the applicable program center. For instance, if you are purchasing adult day services and transportation services with coalition funds you should report the expenses and revenue in the adult day and transportation program columns.

You should report the revenue from the flex fund grant agreements in the "State Other."

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

C. Expense Line Item Definitions

1. **Personnel** - Wages paid to agency employees. Includes stipends.
2. **Fringe** - Fringe benefits paid to agency employees and volunteers. Includes worker's compensation.
3. **Travel** - All mileage and other reimbursement (meals, lodging) related to agency employee, volunteer or board member travel.
4. **Supplies** - Consumables, such as paper goods, disposable office products, forms, napkins, meals 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.

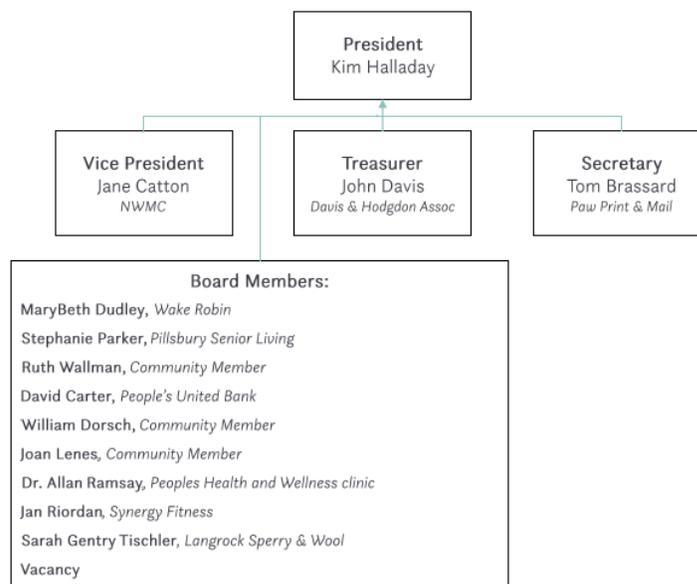
16. **Fundraising** - This line item represents a spread of fundraising costs from the fund raising activity. The fundraising expense should be covered by funds raised. Both the expense and the revenue produced should then be spread to the activities the agency decides to support with the fundraising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

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

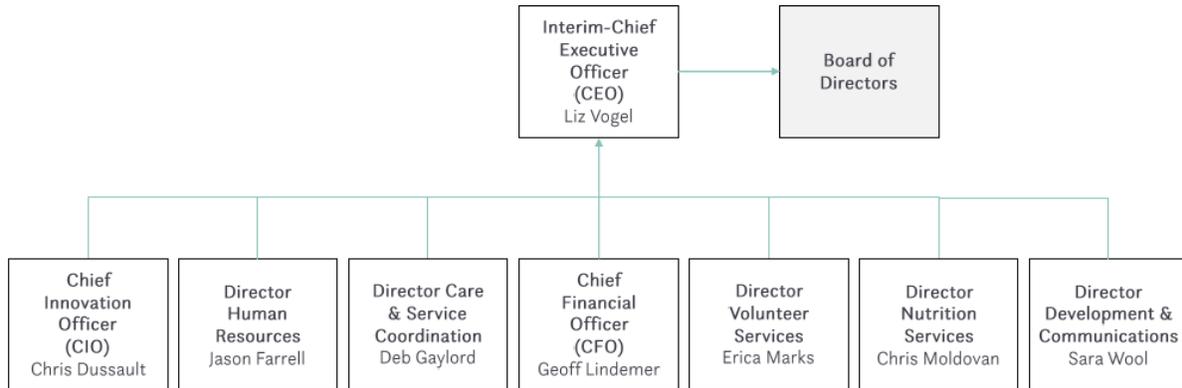


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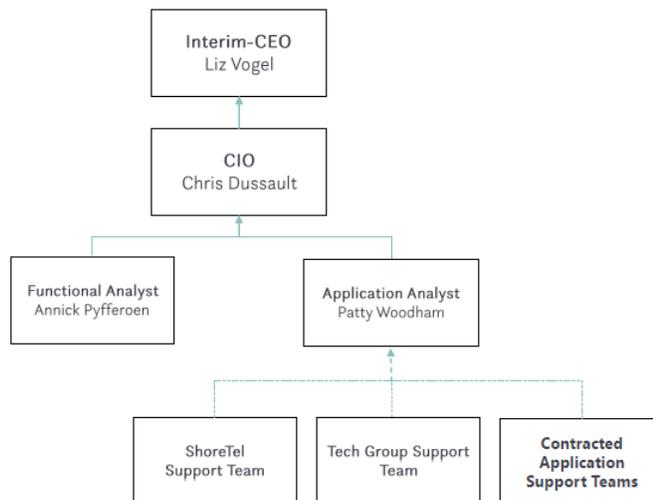
BOARD OF DIRECTORS



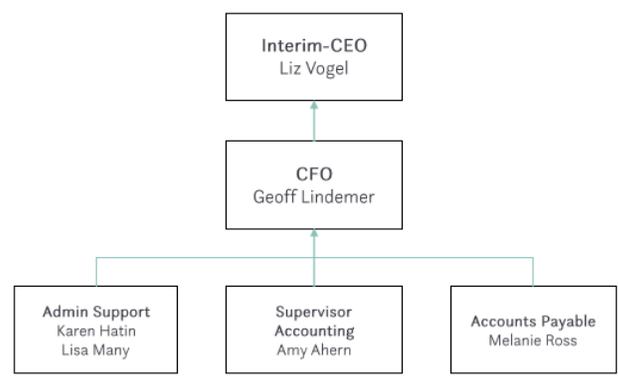
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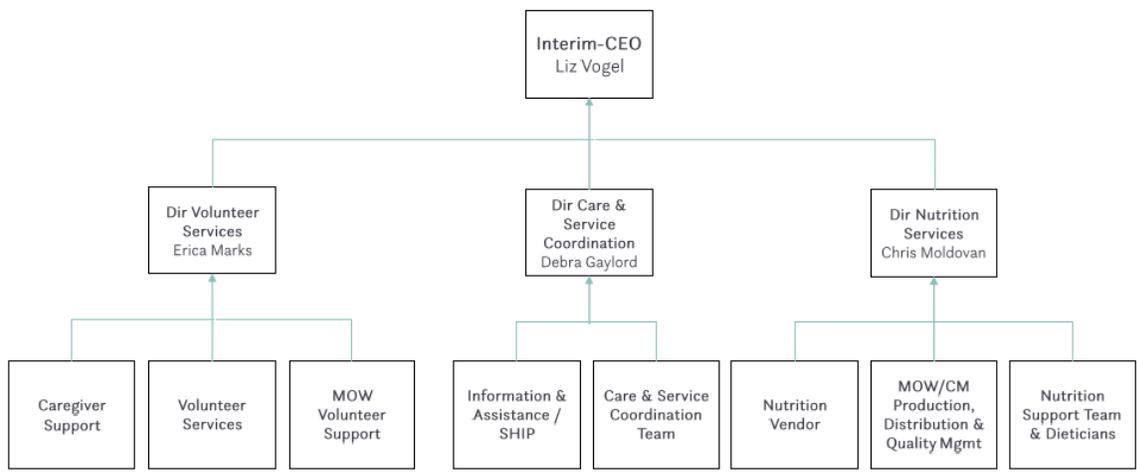
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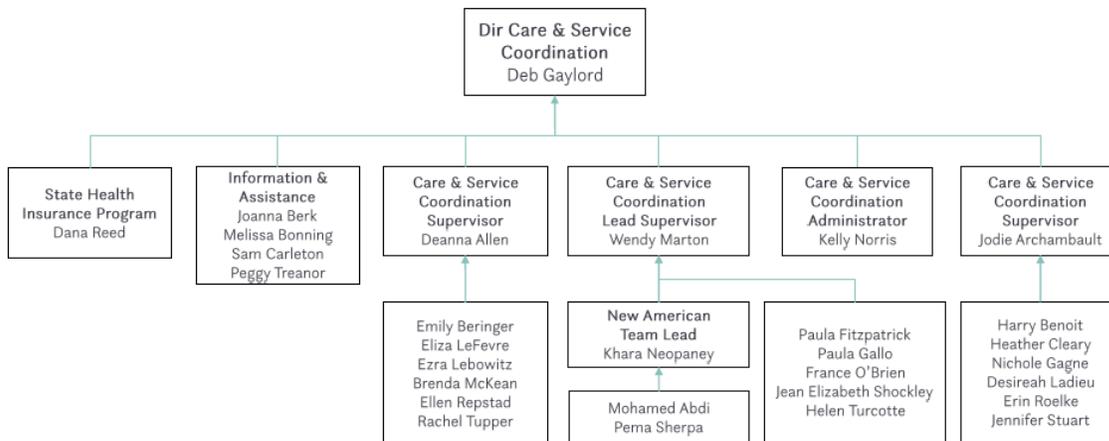
FINANCE GROUP



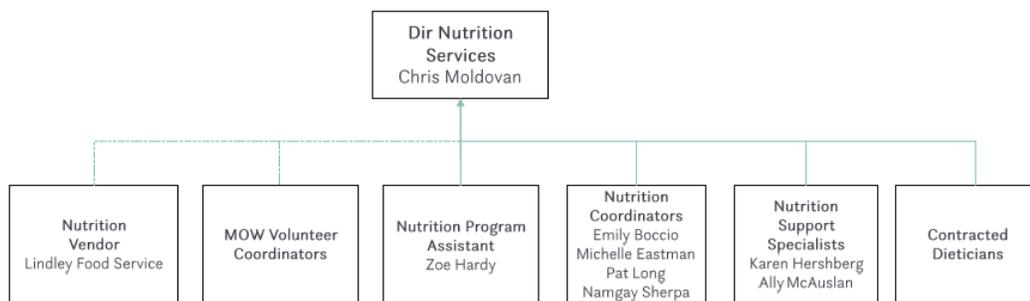
CARE COORDINATION, NUTRITION, VOLUNTEER



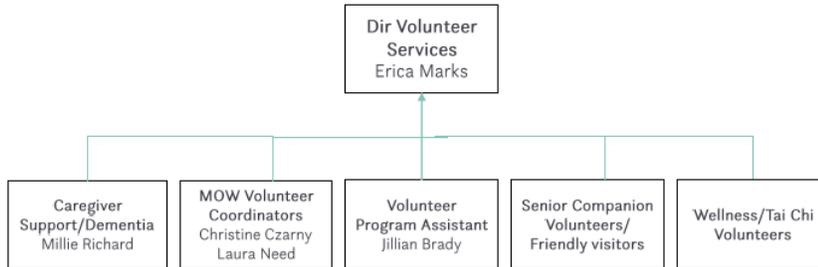
CARE COORDINATION TEAM



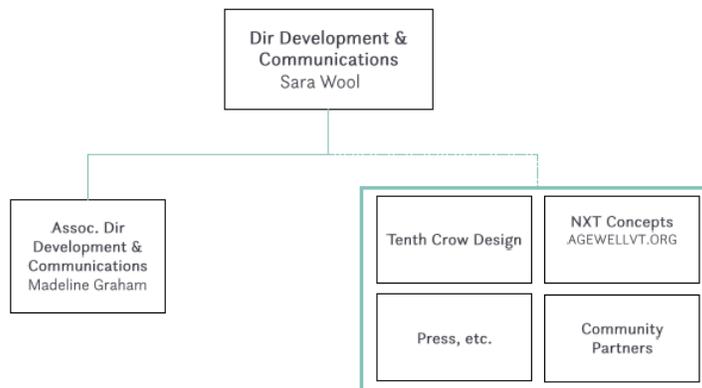
NUTRITION TEAM



VOLUNTEER PROGRAM



DEVELOPMENT AND COMMUNICATIONS TEAM





**Age Well Advisory Council
FY 2018**

Jim Dean, Chair

Retired, Public Guardian

Allyan Rivera

Retired (Social Work Psycho-Therapist)

Karin Nissen

VCIL

Susie Brooks

Director of External Business Development at The Arbors at Shelburne

Candice Holbrook

Recreation Program Manager at Burlington Parks, Recreation & Waterfront

Drake Turner

Food Security Advocacy Manager at Hunger Free Vermont

Betsy Dunn

Vermont State Representative serving Chittenden-8-1 district



**Board of Directors
FY 2018
Officers:**

Kim Halladay, Chair

Retired Human Services CEO

Joined Board: 11/17/16
Year 1 of Term 1

Jane Catton, Vice-Chair

Northwestern Medical Center

Joined Board: 10/1/15
Year 3 of Term 1

John Davis, CPA, CFP, CVA, Treasurer

Davis & Hodgdon Associates

Joined Board: 12/1/15
Year 2 of Term 1

Tom Brassard, Secretary

Paw Print & Mail

Joined Board: 2/1/12
Year 3 of Term 2

Members:

David Carter

People's United Bank

Joined Board: 2/16/17
Year 1 of Term 1

William Dorsch

Retired Attorney

Joined Board: 10/1/17
Year 1 of Term 1

MaryBeth Dudley

Wake Robin Lifeplan Community

Joined Board: 10/1/13
Year 2 of Term 2

Joan Lenes

Former Legislator

Joined Board: 10/1/17
Year 1 of Term 1



Stephanie L. Parker

Pillsbury Senior Communities

Joined Board: 11/1/12
Year 2 of Term 2

Allan Murray Ramsay, MD, FACP

People's Health and Wellness Clinic, Barre, VT.
Vermont Coalition of Clinics for the Uninsured.

Joined Board: March/April 2017
Year 1 of Term 1

Jan Riordan

Synergy Fitness

Joined Board: 10/1/17
Year 1 of Term 1

Sarah Gentry Tischler

Sperry & Wool

Joined Board: 1/1/17
Year 1 of Term 1

Ruth Wallman

Retired Lake Champlain Islands Economic Development Corp

Joined Board: 12/1/2015
Year 2 of Term 1



Emergency Preparedness Plan

Age Well is currently in the process of updating the organizational Emergency Plan. The updated plan will be compliant with the Care and Service DAIL requirements of identifying clients in most need, organizational and community preparedness, and we will be having Homeland Security conduct a free assessment, staff training, and formal plan development to address security issues. We are currently operating under the previous plan that outlines in house and community procedures. We will provide DAIL with the new plan September 28, 2018.