



# **AREA AGENCY ON AGING**

# **AREA PLAN UPDATE INSTRUCTIONS**

## **For FFY 2010**

**State Unit on Aging  
Division of Disability and Aging Services  
Department of Disabilities, Aging and Independent Living  
Vermont Agency of Human Services**

**<http://www.dail.vermont.gov>**

**Issued March, 2009**

## TABLE OF CONTENTS

<b>Section</b>	<b>Topic</b>	<b>Page</b>
I	Instructions and Area Plan Updates for FFY 10	2
	A. General Instructions	2
II	FFY 10 Area Plan Update Program Updates	3
	A. Public Input	3
	B. Updates on Program Plans	4
III	Additional FFY 10 Area Plan Update Documentation Required	4
	A. Area Agency on Aging Advisory Council	4
	B. Structure and Operations	5
	C. Request for Waivers	5
	D. Verification of Intent	6
	E. Assurances	6
	F. AHS Consumer Information and Privacy Rule	6
IV.	Area Plan Submission Checklist	7
V.	Request For Waiver Form	8
VI.	Program Reporting	9
	A. Data Base Development, Implementation and Utilization	9
	B. Napis Reporting	9
VII.	Budget Information	10
	A. Revenue Projections	10
	B. General Rules Pertaining to AAA Funding	10
	C. Expense Line Item Definitions	12
	D. Funding Formula Factors	14
VIII.	Area Plan Requirements	15
	A. Verification of Intent	15
	B. Assurances	16
	APPENDIX A: Area Agency on Aging File Contents	26
	APPENDIX B: AHS Consumer Information and Privacy Rule	27
	APPENDIX C: AAA Area Plan Approval Process And Interim Funding Policy	34
	APPENDIX D: Customary State of Vermont Grant Provisions	36
	APPENDIX E: AHS Customary Grant Provisions	41

## **SECTION I: INSTRUCTIONS FOR AREA PLAN UPDATES FOR FFY 2010**

### **A. General Instructions**

Complete first drafts of the Area Plan Updates are due (narrative, budget, signed assurances, privacy policy affirmation and waiver requests) at the Department no later than **July 1, 2009**.

#### **Format Requirements**

For the most part, the Area Plan Updates will be added onto your FFY 09 Area Plan Update. As agreed you will be provided a copy of your FFY 09 Area Plan Update and will see areas **highlighted in yellow** where updates for FFY 10 are needed. In addition, Instructions below contain attachments that must be submitted along with your FFY 10 Area Plan Update (including assurances, verification of intent, waiver requests, etc.)

FFY 10 Area Plan Updates must be **typed** using at least **12-point font**. Please **paginate** the Area Plan Update and include a table of contents. Area Plan Updates shall include a **cover page** identifying the legal name of the Area Agency on Aging (AAA) and the date submitted, and shall be prepared following the narrative outline below.

#### **Submission of the Area Plan Update**

The full draft Area Plan Update shall be submitted **in electronic format** (by e-mail or disk) only on or before July 1, 2009. **It is not necessary to submit a paper copy of the Draft Area Plan Update at this time.** All subsequent drafts shall be submitted in electronic format. Once the Area Agency on Aging is notified by the Department that the Area Plan has been accepted, submit one (1) electronic copy and one (1) paper copy with **original signatures** of the final, approved Area Plan Update. Please also refer to the AAA Area Plan Approval Process and Interim Funding Policy in Attachment C of this document.

#### **The narrative, signed assurances and waiver requests shall be submitted to:**

Marie Bean  
State Unit on Aging  
Division of Disability and Aging Services  
Department of Disabilities, Aging and Independent Living  
Weeks Building - 2<sup>nd</sup> Floor  
103 South Main Street  
Waterbury, Vermont 05671-1601  
E-mail: [marie.bean@ahs.state.vt.us](mailto:marie.bean@ahs.state.vt.us)

#### **A copy of the narrative and waiver requests shall also be submitted to:**

The Agency of Human Services (AHS) Field Director(s) in the AAA's planning and service area. AHS Field Directors will share oversight with DAIL for designated provider performance using outcomes, processes, terms and conditions agreed to under this grant. AAAs are also

encouraged to meet with AHS field Directors, either individually or as part of the broader group of individuals and organizations from whom the AAA shall seek public comment (detailed in Section IIA.) to review the Area Plan Update, including the progress of the AAA in implementing the FFY 07 – 10 Area Plan.

**The budget shall be submitted to:**

Victoria Alberghini  
Business Office  
Department of Disabilities, Aging and Independent Living  
Weeks Building – 1<sup>st</sup> Floor  
103 South Main Street  
Waterbury, Vermont 05671-1601  
E-mail: [victoria.alberghini@ahs.state.vt.us](mailto:victoria.alberghini@ahs.state.vt.us)

**SECTION II : FFY 10 AREA PLAN UPDATE PROGRAM UPDATES**

As agreed, we are using your AAA Area Plan Update for FFY 09 and asking you to add *significant updates* to the document to serve as the Area Plan Update for FFY 10. In your AAA Area Plan Update for FFY 09, DDAS staff has used **yellow highlights** to provide instructions and indicate where updates for FFY 10 must be added. Key areas to be updated include :

- Cover Page;
- Table of Contents;
- Public Input;
- Challenges and Progress;
- Resource Inventory and Needs Assessment;
- Planning And Coordination;
- Competition in the Provision Of Services;
- Mission Statement;
- AAA Goals;
- Program Plans; And
- New Program Objectives, Strategies and Outcomes for FFY 10.

In addition to following the instructions embedded into your Area Plan Update, **please read and follow the additional instructions detailed below regarding specific aspects of your FFY 10 Area Plan Update:**

**A. Public Input**

The OAA requires that area agencies coordinate with entities conducting programs that receive assistance under the OAA and with entities conducting other Federal programs for older individuals, therefore; it is important to ensure a meaningful process for public input into the development of the Area Plan Update. In addition to the AAA Advisory Council and AHS Field Director(s), at a minimum, area agencies are required to seek specific input into

the development of the Area Plan Update from senior centers and community meals programs, providers of home health services, adult day services providers, housing and residential services providers, transportation providers, developmental services providers, mental health services providers and volunteer and employment programs. Input can be obtained from public hearings, direct mail and meetings, focused discussions and/or other means.

***Because of the importance that the OAA places on obtaining public input into the Area Plan, AAAs are expected to have obtained input into the Area Plan Update and incorporated any necessary changes based on the input received prior to submitting the Draft Area Plan Update to the Department on July 1, 2009.*** In the Area Plan Update, area agencies are required to describe the public input process that was followed and report on significant input received into the development of the Area Plan Update. In your Area Plan Update for FFY 09 we have indicated where you should provide the update for FFY10 regarding the public input process and input received.

## **B. Updates of Program Plans**

We believe our discussions and the instructions are clear, but want to emphasize that we are not expecting a detailed update of every program objective, strategy and outcome as we do some years. Instead, please indicate only if there is a ***significant change in how you have approached and/or plan to approach any of the program plans*** (objectives, strategies and/or outcomes). Some examples of the when you might need to provide an update include, but are not limited to:

- If you have determined that you are no longer going to pursue a specific objective and will be focusing your efforts in a different direction;
- If you are no longer going to carry out a particular strategy because you do not have the resources to do so, or because you are going to employ other strategies; or
- If you are revising an outcome to one that you think is more attainable, to the point, or measurable.

## **SECTION III: ADDITIONAL FFY 10 AREA PLAN UPDATE DOCUMENTATION REQUIRED**

In addition to updating the program portion of the Area Plan Update, please provide the following additional information and materials:

### **A. Area Agency on Aging Advisory Council**

The Older Americans Act (OAA) requires area agencies to establish an advisory council to “advise continuously the Area Agency on Aging on all matters relating to the development of the Area Plan, the administration of the plan and operations conducted under the plan” ((306(a)(6)(D))). The composition of the advisory council must include:

- 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 the OAA;
- Family caregivers of such individuals;
- Representatives of older individuals;
- Local elected officials;
- Providers of veterans' health care (if appropriate);
- Service providers;
- Representatives of the business community; and
- The general public.

Please provide a current list of the Area Agency on Aging Advisory Council members, including their **representation** and **term of service**. If the representation does not meet the composition requirements described in the paragraph above, describe what steps the AAA will take within the first quarter of FFY 10 to meet the requirements.

## **B. Structure and Operations**

Please refer to Appendix A (Area Agency on Aging File Contents) and attach any requested documents. In addition, please maintain all documents included on the file contents list in site and available for review at all Agency main and satellite offices.

## **C. Requests for Waivers – Instructions**

Direct service provision by an Area Agency on Aging is appropriate, for the period of time covered by the plan, in the following areas: aging and disability resource centers, information and assistance, case management, respite, nutrition counseling, nutrition education, senior companion, Medicare beneficiary services (SHIP, SMPP), outreach and volunteer coordination (including RSVP and Americorps). In addition, the National Family Caregiver Support Program (Title III-E) services of counseling, respite, supplemental services, information services and access assistance may be directly provided by an AAA.

The AAA must request a waiver to provide direct service for: legal assistance, personal care, homemaker, chore, adult day, congregate meals, home delivered meals, transportation, assisted transportation and other in-home services. If there are other direct services in addition to those listed above that are funded by Title III, Title VII or State allocated funds, they are considered a NAPIS program and require a waiver. These services must also be reported in NAPIS and will require a definition to meet the NAPIS reporting requirements. For example, in some regions AAA's have become involved in Home Share and/or adult family care programs and may (or may not) be using any of the sources listed above. Please submit a request for a waiver if necessary.

For each service where a waiver is requested, the Area Agency on Aging must indicate the service, the service area(s), documentation of the activities that were conducted to seek potential

providers, the results of those activities and the agency's plans for developing local capacity for the provision of the specific service. Use the form in Section V to submit any waiver requests.

**D. Verification of Intent**

Please review the assurances in Section VIII.B. and sign Section VIII.A.

**E. Assurances**

Please review and include with the Area Plan Update submission.

**F. AHS Consumer Information and Privacy Rule & Affirmation of Understanding**

Please review the AHS Consumer Information and Privacy Rule referenced in the assurances and contained in Appendix B. Then, sign the AHS affirmation of understanding contained in Appendix B and return it along with the other required area plan documents.

## **SECTION IV: AREA PLAN SUBMISSION CHECKLIST**

Draft Area Plan Updates are due to the Department **on or before July 1, 2009**. The following checklist is included to assist area agencies in ensuring that all required components of the Update are included in the submission.

### **A. Format**

- Include a cover page (this should already be attached since you're adding to your FFY 09 Area Plan Update)
- FFY 10 Area Plan Update – Program Portion (added to the FFY 09 Area Plan Update)
- Typed, using at least 12 point font
- Paginate
- Send first draft via e-mail, not paper copy
- Current Advisory Council List
- Request for Waiver, as necessary
- Consumer Information and Privacy Rule Affirmation of Understanding (original signature)
- Assurances with Signed Verification of Intent (original signature)
- Additional AAA File Contents, as necessary
- AAA Budget – submit directly to the Business Office

## **SECTION V: REQUEST FOR WAIVER FORM**

Direct Provision of Services by the Area Agency on Aging

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**The Area Agency on Aging requests approval of the State Agency for direct provision of the following services for Federal Fiscal Year 2010.**

Service:

Service Area:

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

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

## **SECTION VI: PROGRAM REPORTING**

### **A. Data Base Development, Implementation and Utilization**

In 1994, the Department and the AAAs entered into the development of a comprehensive database to satisfy the Administration on Aging's (AoA) National Aging Programs Information System (NAPIS) reporting requirements. The resulting Senior Assistance and Management System (SAMS) was jointly designed by the Department and the AAAs to meet the program management needs of both the State and the AAAs. AAAs must have the capacity to create and submit accurate and timely annual NAPIS reports to the Department for submission to the AoA.

We have implemented SAMS 2000 and are working to implement an updated NAPIS Reporter, which will comply with AoA specifications for NAPIS and for the NFCSP reports.

In addition, in December 2007 the Department issued detailed NAPIS Reporting Procedures (Vermont Department of Disabilities, Aging and Independent Living Division of Disability and Aging Services National Aging Program Information System Reporting Procedures Issued December, 2007) which can be found on the Department website at: [www.ddas.vermont.gov/ddas-policies/policies-older-americans-act/policies-older-americans-act-documents/napis-rptg-procedures](http://www.ddas.vermont.gov/ddas-policies/policies-older-americans-act/policies-older-americans-act-documents/napis-rptg-procedures). Area agencies on aging are expected to comply with the reporting procedures contained therein.

### **B. NAPIS Reporting**

Program reporting requirements are contained in the most current Administration on Aging document 'REPORTING REQUIREMENTS FOR TITLE III AND VII OF THE OLDER AMERICANS ACT' for FY05 and Subsequent Years'. The latest NAPIS Reporting Requirements can be found on the AoA website (<http://www.aoa.gov>). If you have any questions please contact Marie Bean or Richard Laverty. Area agencies on aging are expected to be familiar with the reporting requirements, service definitions and unit definitions contained therein.

As you are preparing your NAPIS report, please remember that Title III and Title VII funds reported in the FY audits must match funds reported in NAPIS so it is important to coordinate both NAPIS and financial report.

***A Special Note about Dementia Respite Reporting:*** A number of questions arose about how and where to report dementia respite activities and funding provided through the Alzheimer's Disease Demonstration Grants to States (ADDGS) Program. As we move forward, those dementia respite activities and expenditures that match the NAPIS service and unit definition of respite should be reported as respite in Section II B of the NAPIS Report. Those ADDGS dementia respite activities and expenditures that do not fit the NAPIS definition of respite should be reported as supplemental services, also in Section II B of the NAPIS report.

## **SECTION VII: BUDGET INFORMATION**

**A. Revenue Projections: The Department will issue the revenue projections on April 1, 2009 using the best published data available as of March 1, 2009. The Department will send AAA's the methodology to be used in determining the revenue projections in advance of the issuance of the revenue projections so that AAA 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. You must spend 25.7%\* of your Preventive Health funds "for the purpose of providing activities related to medication management, screening and education to prevent incorrect medication and adverse drug reactions, pursuant to the Consolidated Appropriations Act, 2001 (P,L. 106-554). \* This figure represents the current percentage established by the AoA and may be subject to change.

- 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.
- 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 FY2010 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 General Fund and Special Services each month (i.e. 1/12 per month). Cash requests above the proportionate share will require an acceptable explanation.

- **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” line.
- Please refer to Section VIII B regarding the Special Note about Dementia Respite Reporting as it relates to reporting of ADDGS Dementia Respite expenditures.

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 coffee and donuts 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 revenue projections, based on the best published data available as of March 1, 2009.**

## SECTION VIII: AREA PLAN REQUIREMENTS

### A. Verification of Intent

The \_\_\_\_\_ Area Agency on Aging's Area Plan Update is hereby submitted for the period October 1, 2009 through September 30, 2010. 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.

(signed)

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Date Area Agency on Agency Director

(signed)

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Date President, Board of Directors

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

(signed)

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Date Chairperson, Area Agency on Aging Advisory Council

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

## **B. Assurances**

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

### *Development of a Comprehensive, Coordinated, Client-Centered System*

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

7. ((306(a)(6)(C)(i)) Where possible, the area agency on aging will enter into agreements with organizations providing day care services for children, assistance to older individuals caring for relatives who are children, and respite for families, so as to provide opportunities for older individuals to aid or assist on a voluntary basis in the delivery of such services to children, adults and families.
8. ((306(a)(6)(C)(ii)) The Area Agency will, if possible, regarding the provision of services under Title III, enter into arrangements and coordinate with organizations that have a proven record of providing services to older individuals, that were officially designated as community action agencies or community action programs under section 210 of the Economic Opportunity Act of 1964 (42 U.S.C. 2790) for fiscal year 1981, and did not lose the designation as a result of failure to comply with such Act; or came into existence during fiscal 1982 as direct successors in interest to such community action agencies or community action programs; and that meet the requirement under section 675(c)(3) of the Community Services Block Grant Act (42 U.S.C. 9904 (c)(3).
9. ((306(a)(6)(C)(iii)) The Area Agency will make use of trained volunteers in providing direct services delivered to older individuals and individuals with disabilities needing such services and, if possible, work in coordination with organizations that have experience in providing training, placement and stipends for volunteers or participants (such as organizations carrying out Federal service programs administered by the Corporation for National and Community Service) in community service settings.
10. ((306(a)(6)(E)) The Area Agency will establish effective and efficient procedures for coordination of services with entities conducting other Federal or federally assisted programs for older individuals at the local level, with particular emphasis on entities conducting programs under this title and the following programs:
  1. the Job Training Partnership Act,
  2. Title II of the Domestic Volunteer Service Act of 1973,
  3. Titles XVI, XVIII, XIX, and XX of the Social Security Act,
  4. Sections 231 and 232 of the National Housing Act,
  5. the United States Housing Act of 1937,
  6. Section 202 of the Housing Act of 1959,
  7. Title I of the Housing and Community Development Act of 1974,
  8. Title I of the Higher Education Act of 1965 and the Adult Education Act,
  9. Sections 3, 9, and 16 of the Urban Mass Transportation Act of 1964,
  10. the Public Health Service Act, including block grants under Title XIX of such Act,
  11. the Low-Income Home Energy Assistance Act of 1981,
  12. part A of the Energy Conservation in Existing Buildings Act of 1976 relating to weatherization assistance for low income persons,
  13. the Community Services Block Grant Act,
  14. demographic statistics and analysis programs conducted by the Bureau of the Census under title 13, U.S. Code,
  15. parts II and III of Title 38, U.S. Code,

16. the Rehabilitation Act of 1973,
  17. the Developmental Disabilities and Bill of Rights Act,
  18. 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 education 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)(4)(A)(i)) The area agency on aging will provide assurances that it will –
  1. 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.
  2. 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
  3. Include proposed methods to achieve the objectives described in items a and b above.
  4. 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 –

5. 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;
  6. 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
  7. 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.
2. ((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)).
3. ((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.
4. ((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.
5. ((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 assures 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 assures, 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 Requirements**

1. The AAA shall:
  - a. ensure that all services and service options are fully explained to applicants/participants/representatives;
  - b. ensure 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. ensure 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 assures that all Case Management services provided under this area plan will comply with the Department of Disabilities, Aging and Independent Living Agency Standards for Case Management and Case Management Standards. The AAA assures that all Case Managers providing Case Management services under this area plan are in compliance with the Department of Disabilities, Aging and Independent Living Case Management Certification Procedures.
4. The Area Agency assures 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.

### **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 contained in Appendix D and the State of Vermont Agency of Human Services Customary Grant Provisions contained in Appendix E of this document.
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. AAA's 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 Dick Laverty.
3. 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. Reports include, but are not limited to: quarterly submission of data in the SAMS data base, Title III and Title VII quarterly financial reports, Food Stamp Program Outreach program and financial quarterly reports and Medicaid Eligibility Outreach quarterly reports. Reports and data must be sent to the Department of Disabilities, Aging and Independent Living as follows:

<b>Due Date</b>	<b>Reporting Period</b>	<b>Reports/Data Due</b>
February 15	October – December	SAMS QTR 1, Title III and Title VII QTR 1, FS Outreach QTR 1*, Medicaid Eligibility Outreach QTR 2.
May 15	January – March	SAMS QTR 2, Title III and Title VII QTR 2, FS Outreach QTR 2*, Medicaid Eligibility Outreach QTR 3.
August 15	April – June	SAMS QTR 3, Title III and Title VII QTR 3, FS Outreach QTR 3*, Medicaid Eligibility Outreach QTR 4.
October 20	July – September	Title III and Title VII QTR 4
November 15	July - September	SAMS QTR 4, FS Outreach QTR 4*, Medicaid Eligibility Outreach QTR 1.

*\* 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 note that all quarterly financial and program reports for Food Stamps Outreach are required to be submitted by the established deadlines or payments cannot be made under this program.*

Please refer to the NAPIS Reporting Procedures at [www.ddas.vermont.gov/ddas-policies/policies-older-americans-act/policies-older-americans-act-documents/napis-rptg-procedures](http://www.ddas.vermont.gov/ddas-policies/policies-older-americans-act/policies-older-americans-act-documents/napis-rptg-procedures) for specific instruction related to the submission of NAPIS reports.

4. Area Plan Amendments. Area Plan amendments will be made in conformance with applicable program regulations.
5. 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.
6. Usage of Local Funds. Local funds must be used in accordance with the budgeted use of local funds.
7. Client Transportation. Area agencies shall purchase client transportation through public transit in all instances where public transit services are appropriate to client needs and as cost-efficient as other transportation, or wherever consistent with regional transportation development plans.
8. Exclusion from Federal Procurement. The Area Agency 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.

## **APPENDIX A: AREA AGENCY ON AGING FILE CONTENTS**

The Area Agency on Aging file shall be maintained at the main office and is intended to be a permanent record of the structure and operation of the Area Agency on Aging.

At a minimum, please include the following information in the file. **Only those documents with an asterisk (\*) should be included as an attachment to your Area Plan Update; and you do not need to submit new documents if there have not been any changes since the submission of the Area Plan.** Documentation contained in the AAA file must be available for review by Department staff upon request or during Department of Disabilities, Aging & Independent Living Area Agency on Aging monitoring visits.

1. Organizational Chart\*
2. List of Advisory Council members, representation, term\*
3. List of Governing Board members, representation, term and officers\*
4. Authorization to sign\*
5. Bylaws\*
6. Job descriptions, salary ranges
7. Corporation bylaws\*
8. Certification of agency incorporation\*
9. Articles of association or incorporation\*
10. IRS tax exempt letter\*
11. A copy of the most recent independent audit
12. Agency policies (personnel, travel, administrative)
13. Agency program policies and procedures
14. Agency policy on voluntary contributions
15. Agency grievance policy and procedures for participants of services
16. Affirmative Action Plan
17. Americans with Disabilities Act: most recent completed self-evaluation and plan
18. Disaster/Emergency Response Plan
19. Agency consumer grievance procedures and explanation of how the AAA ensures that consumers are informed of the existence of the procedures.\*

**APPENDIX B:**  
**Agency of Human Services**  
**Consumer Information and Privacy Rule**

**1. Definitions**

- 1.1 "Agency" means the Vermont Agency of Human Services or any of its departments, offices, or divisions.
- 1.2 "Consumer" means an individual or family who is served, voluntarily or involuntarily, by the Agency. A Consumer served by any department, office, division, or program of the Agency, or its Contractors or Grantees, is considered to be a Consumer of the entire Agency.
- 1.3 "Contractor" means an individual or entity with whom the Agency has a contract to provide services. This rule only applies to such individuals or entities when they are providing these services under the contract.
- 1.4 "Disclose" or "Disclosure" means a communication of a Consumer's Individually Identifiable Information, an affirmation of another person's communication of Individually Identifiable Information, or an acknowledgment of an individual's status as a recipient of services or benefits, outside the Agency.
- 1.5 "Employee" means any person who works in a full-time, part-time, or temporary position for the Agency. Volunteers and interns of the Agency are considered Employees and have the same obligations under this rule as Employees.
- 1.6 "Grantee" means an individual or entity with whom the Agency has a grant to provide services. This rule only applies to such individuals or entities when they are providing these services under the grant.
- 1.7 "Individually Identifiable Information" means information created or received by the Agency or its Contractors and Grantees that identifies a Consumer, or where there is a reasonable basis to believe the information can be used to identify a Consumer.
- 1.8 "Inter-Disciplinary Team" means a group of Employees, Contractors, Grantees, or other individuals who are engaged in identifying, coordinating, planning, arranging, and providing support or services to a Consumer in order to carry out the Agency's legal obligations.
- 1.9 "Need-to-Know" means a Contractor, Grantee, or Employee has an actual need to access the information to perform his or her work on behalf of the Agency.
- 1.10 "Program Administration" means activities necessary to carry out the operations of the Agency. This consists of establishing eligibility and scope of services and assistance for which a Consumer has applied including the identification and coordination of those services

within the Agency and its Contractors and Grantees; planning, arranging, providing, funding, or paying for services and assistance for individuals and families; coordination of benefits; detecting fraud and abuse; engaging in quality control and improvement activities; emergency response or disaster relief, and complying with federal and state legal, reporting, and funding requirements. Program administration is synonymous with agency administration and is bounded by state and federal enactments that require stricter confidentiality.

1.11 "Record" means any item, collection, or grouping of written or electronic information that includes Individually Identifiable Information that is maintained, collected, or used by the Agency, in whole or in part, to make decisions about an individual.

1.12 "Share" or "Sharing" means a communication of a Consumer's Individually Identifiable Information, an affirmation of another person's communication of Individually Identifiable Information, or an acknowledgment of an individual's status as a recipient of services or benefits within the Agency and its Contractors or Grantees when they are performing work on behalf of the Agency

## 2. **Basic Principles**

### 2.1 Principles of Confidentiality

The respectful treatment of Consumers includes respecting the privacy of their Individually Identifiable Information, while making every effort to meet their needs and assist them to successfully navigate the human services system.

All Individually Identifiable Information is presumed to be confidential and subject to these standards. Employees shall not Disclose the Individually Identifiable Information unless the Disclosure is authorized by the Consumer, a court, or is otherwise permitted or required by law.

Some Individually Identifiable Information is protected by federal and state confidentiality laws that have more rigorous standards which are not preempted by this rule and require informed Consumer consent before Disclosure.

### 2.2 Disclosures Required or Permitted by Law

This rule is not intended to expand or diminish current provisions in law relating to disclosure of confidential information.

### 2.3 Information Collection

Employees shall collect and record only the minimum amount of Individually Identifiable Information needed to fulfill the goals of serving the Consumer and meeting administrative or legal obligations.

## 2.4 Informing Consumers

At the earliest opportunity, Employees, Grantees and Contractors shall provide a Notice of Individually Identifiable Information Practices and explain to each individual or family the confidentiality laws that apply to Agency services. The Contractor's or Grantee's explanation shall include a description of the types of Individually Identifiable Information that may be lawfully used based on the scope of their work on behalf of the Agency and the situations in which a Consumer's consent is needed to permit a Disclosure.

## 3. **Permissible Sharing and Disclosure**

### 3.1 Sharing and Disclosure of Individually Identifiable Information

Except as provided in section 3.2 and for uses of Individually Identifiable Information that are permitted or required by state and federal law, Employees, Contractors and Grantees will ensure written permission or authorization has been obtained to disclose Individually Identifiable Information with non-Agency related service providers who are involved with the Consumer's services prior to Sharing or Disclosing any information.

When the Sharing or Disclosing of information is initiated by Employees or by Contractors and Grantees performing Agency work, the permission or authorization used will contain the required information set forth in this rule in section 4.2, except as otherwise provided by law.

All Sharing and Disclosures made by Employees, Contractors, and Grantees pursuant to Consumer consent shall include only the Individually Identifiable Information necessary for the purposes for which the permission or authorization was given and shall be made only as indicated in the permission or authorization.

Under all circumstances, all Individually Identifiable Information Shared among Employees, Contractors, and Grantees who are involved with providing services to the Consumer, or who administer those services, will be shared only on a Need-to-Know basis.

### 3.2 Information Sharing for Program Administration

Unless otherwise prohibited or restricted by law, the Agency may Disclose and Share Individually Identifiable Information without consent when required for Program Administration. No Individually Identifiable Information shall be Disclosed to a person or entity, unless directly connected with Agency Program Administration or necessary for compliance with federal or state laws or regulations or pursuant to Consumer permission or authorization.

### 3.3 Inter-Disciplinary Teams

Members of an Inter-Disciplinary Team may or may not need a Consumer's permission or authorization to share Individually Identifiable Information for the purpose of engaging in identifying, coordinating, planning, arranging, and providing services to a Consumer in order to carry out the Agency's statutory obligations.

Provided no stricter confidentiality laws apply, when the Inter-Disciplinary Team consists only of Employees, Contractors and/or Grantees of the Agency, members of the team are permitted to share Individually Identifiable Information with the team without the permission or authorization of the Consumer.

When an Inter-Disciplinary Team consists of individuals in addition to Employees, Contractors, or Grantees of the Agency, the Employee, Contractor or Grantee members of the team can only Disclose Individually Identifiable Information with the entire team with the permission or authorization of the Consumer.

Specific additional permission or authorization is also needed when stricter confidentiality laws apply such as those related to mental health, HIV, substance abuse, domestic violence, vocational rehabilitation services, or Adult Protective Services.

#### 3.4 "Non-identifiable" Information

Information that does not identify a Consumer may be used for statistical research, reporting, and/or forecasting program needs.

#### 3.5 Public Information

Information defined as public by 1 VSA § 317 or other applicable statute is available to the public. The procedures in the public records statute shall be followed before public information is released.

### 4. **Procedures Related to Sharing or Disclosing Individually Identifiable Information**

#### 4.1 Obtaining Informed Permission or Authorization

To ensure permission or authorization is informed, materials about granting permission or authorization, the Agency confidentiality guidelines, and permission or authorization forms shall be in a language and format understandable to the Consumer. Reasonable accommodations shall be made for special needs. Employees, Contractors, and Grantees shall inform Consumers that granting permission or authorization is not a pre-requisite for receiving services that they are entitled to and for which they have applied, although refusal to give permission or authorization may limit the Agency's ability to provide the best quality services.

The Employee, Contractor or Grantee also shall explain the process and benefits of Service Coordination. The Consumer shall be provided with a copy of the most current

Agency confidentiality guidelines and relevant permission or authorization form, as well as any other information required by state or federal law.

#### 4.2 Required Elements of Permission or Authorization

Permission or authorization for the Sharing or Disclosure of Individually Identifiable Information shall ordinarily be in writing. If an emergency situation requires granting of verbal permission or authorization, such verbal permission or authorization will be documented as soon as possible thereafter. The permission or authorization shall contain the following elements:

1. The name of the Consumer who is permitting or authorizing to have his or her Individually Identifiable Information Shared or Disclosed;
2. A list or description of the kinds of information to be Shared or Disclosed;
3. An explanation of the purpose for which the permission or authorization is given;
4. A list or description of those authorized to receive the information;
5. A statement that the permission or authorization may be revoked in writing at any time except to the extent that the permission or authorization has already been acted or relied upon;
6. The date, event, or condition upon which the permission or authorization will expire if not revoked earlier;
7. The signature of the Consumer granting permission or authorization, or the name and signature of the person with authority to do so and the date;
8. The signature of the individual explaining the permission or authorization process with his or her position, job title, and date;
9. A space to provide individualized instructions; and
10. A statement that the information will not be disclosed further unless such disclosure is required or allowed by law.

A copy of the permission or authorization shall be provided to all signatories.

#### 4.3 Consumer Access to Records

Unless prohibited or restricted by federal or state law or regulation, Consumers shall be permitted to view and obtain copies of their Agency records. The Agency shall have written procedures that are consistent with HIPAA which permit Consumers to review Individually Identifiable Information for accuracy and completeness and to request amendments to the information. Employees shall take reasonable steps to present records in a form accessible to the Consumer, including but not limited to large type format or verbal review. A reasonable, cost-based fee may be imposed, provided that the fee includes only the cost of copying, postage, and preparing an explanation or summary of the records as requested by the Consumer. This fee shall be waived if it would prohibit access.

### 5. **Procedures to Protect Confidentiality**

#### 5.1. Agency Employees

The Agency shall ensure that all Employees shall be informed about this rule as well as the confidentiality protections afforded Consumers under the state and federal laws that apply to their area of employment. Employees shall sign an affirmation that they were informed and will comply with this rule. This affirmation shall be part of their personnel files. Supervisors shall review this affirmation with Employees during evaluations. Violation of this rule may result in disciplinary action.

#### 5.2 Written Agreements with Grantees and Contractors

The Agency shall ensure its Contractors and Grantees are aware of this rule as well as the confidentiality protections afforded Consumers under the state and federal laws that apply to their services. Each Contractor and Grantee will inform its staff, volunteers, and interns of this rule and require them to comply with it.

#### 5.3 Response to Third Party Non-Agency Requests for Individually Identifiable Information

An Employee shall not respond to requests from outside the Agency for Individually Identifiable Information about a Consumer even to acknowledge that the person is or is not a Consumer, unless required or permitted to by law or authorized by the Consumer in writing.

#### 5.4 Documentation of Disclosure

Disclosures of Consumer Individually Identifiable Information shall be documented if the request does not meet the definition of a permissible Disclosure under Section 3.

Employees shall document in writing any Individually Identifiable Information actually Disclosed, along with the name of the person/entity to whom it was Disclosed and the date of the Disclosure.

#### 5.5 Electronic Information

The Agency shall:

1. Ensure security procedures and policies consistent with this rule and HIPAA are established;
2. Ensure Employees are knowledgeable about the security procedures;
3. Include in its written agreements with Contractors and Grantees the requirements for Sharing and protecting electronic Individually Identifiable Information;
4. Maintain protocols limiting access to Individually Identifiable Information to only those Employees, Contractors, and Grantees who have an actual need to access the information in order to perform their work on behalf of the Agency.

5.6 Information Sharing Guidelines

The Agency shall create and follow written guidelines for the treatment of written, verbal, and electronic information. These shall be available to Consumers, Employees, Contractors, Grantees, third parties, as necessary to improve the overall understanding of this rule. The guidelines shall be updated as necessary.

6 **Affirmation of Understanding Statement**

**As a Contractor for the State of Vermont, I affirm that I have read the Agency of Human Services (AHS) Rule No. 08-048, entitled Consumer Information and Privacy Rule, and that I agree to comply with its requirements.**

I shall require all of my employees performing services under this contract, to sign an affirmation of understanding statement. Employee statements need not be sent to the State. However, they shall remain in Contractor's personnel records. The State can request copies of such documents if necessary.

\_\_\_\_\_  
Name of Company (Print or type)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

## **APPENDIX C: AAA AREA PLAN APPROVAL PROCESS AND INTERIM FUNDING POLICY**

Commissioner's Office  
103 South Main Street  
Waterbury VT 05671-1601  
Voice 241-2401/TTY 241-3557  
Fax (802) 241-4224

To: Area Agency on Aging Executive Directors

From: Joan Senecal, Commissioner, DAIL, and Marie Bean, State Unit on Aging,  
Division of Disability and Aging Services

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

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

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

- Area Plan Update – including: budget, update of existing objectives, strategies and outcomes, new goals and objective, narrative responses, assurances, verification of intent and all other information required in the AAA Area Plan Update Instructions, issued by the Department.

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

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

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

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

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

1. If you have not completed the Area Plan Update approval process, you will receive 1/24 of your annual award for a monthly payment, regardless of whether or not deadlines have been met, until the approval process is complete.
2. If you believe there are extenuating circumstances that have impeded the Area Plan Update approval process, you must contact the appropriate Department staff to provide an explanation and to request that you receive 1/12 of your annual award for a monthly payment. We will not approve a 1/12 payment without a satisfactory explanation and a clear and realistic plan for bringing the Area Plan Update approval process to a timely conclusion. Please contact Marie Bean at 241-4425 (or [marie.bean@ahs.state.vt.us](mailto:marie.bean@ahs.state.vt.us)) to discuss programmatic issues and Victoria Alberghini at 241-2418 (or [Victoria.alberghini@ahs.state.vt.us](mailto:Victoria.alberghini@ahs.state.vt.us)) to discuss issues related to the budget.

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

Cc: Bill Kelley  
Victoria Alberghini  
Marie Bean

## **ATTACHMENT D**

### **CUSTOMARY PROVISIONS FOR CONTRACTS AND GRANTS**

1. **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.
2. **Applicable Law.** This Agreement will be governed by the laws of the State of Vermont.
3. **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.
4. **Appropriations:** 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.
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, Liability:** The Party will act in an independent capacity and not as officers or employees of the State.

The Party shall defend the State and its officers and employees against all claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party. 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 Party shall notify its insurance company and the State within 10 days of receiving any claim for damages, notice of claims, pre-claims, or service of judgments or claims, for any act or omissions in the performance of this Agreement.

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.

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.

7. **Insurance:** Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverage is 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 coverage 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.

**General Liability and Property Damage:** With respect to all operations performed under the 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 Per Occurrence  
\$1,000,000 General Aggregate  
\$1,000,000 Products/Completed Operations Aggregate  
\$ 50,000 Fire/ Legal/Liability

Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

**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: \$1,000,000 combined single limit.

Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

**Professional Liability:** Before commencing work on this Agreement and throughout the term of this Agreement, the Party shall procure and maintain professional liability insurance for any and all services performed under this Agreement, with minimum coverage of \$ NA per occurrence, and \$ NA aggregate.

8. **Reliance by the State on Representations:** All payments by the State under this Agreement

will be made in reliance upon the accuracy of all prior representations by the Party, including but not limited to bills, invoices, progress reports and other proofs of work.

9. **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, and if this Subrecipient expends \$500,000 or more in federal assistance during its fiscal year, the Subrecipient is required to have a single audit conducted in accordance with the Single Audit Act, except when it elects to have a program specific audit.

The Subrecipient may elect to have a program specific audit if it expends funds under only one federal program and the federal program's laws, regulating or grant agreements do not require a financial statement audit of the Party.

A Subrecipient is exempt if the Party expends less than \$500,000 in total federal assistance in one year.

The Subrecipient will complete the Certification of Audit Requirement annually within 45 days after its fiscal year end. If a single audit is required, the sub-recipient will submit a copy of the audit report to the primary pass-through Party and any other pass-through Party that requests it within 9 months. If a single audit is not required, the Subrecipient will submit the Schedule of Federal Expenditures within 45 days. These forms will be mailed to the Subrecipient by the Department of Finance and Management near the end of its fiscal year. These forms are also available on the Finance & Management Web page at:

<http://finance.vermont.gov/forms>

10. **Records Available for Audit:** The Party will maintain all books, documents, payroll papers, accounting records and other evidence pertaining to costs incurred under this agreement and make them available at reasonable times during the period of the Agreement and for three years thereafter 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. The State, by any authorized representative, shall have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this Agreement.
11. **Fair Employment Practices and Americans with Disabilities Act:** Party agrees to comply with the requirement of Title 21V.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 that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement. Party further agrees to include this provision in all subcontracts.
12. **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.

**13. 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.

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.

**14. Child Support:** (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.

**15. Sub-Agreements:** Party shall not assign, subcontract or subgrant the performance of his Agreement or any portion thereof to any other Party without the prior written approval of the State. Party also agrees to include all subcontract or subgrant agreements and a tax certification in accordance with paragraph 13 above.

Notwithstanding the foregoing, the State agrees that the Party may assign this agreement, including all of the Party's rights and obligations hereunder, to any successor in interest to the Party arising out of the sale of or reorganization of the Party.

**16. No Gifts or Gratuities:** Party shall not give title or possession of any thing 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.

**17. Copies:** All written reports prepared under this Agreement will be printed using both sides of the paper.

**18. 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.

Revised AHS 01/20/09

ATTACHMENT E  
AGENCY OF HUMAN SERVICES CUSTOMARY GRANT PROVISIONS

1. **Agency of Human Services – Field Services Directors** will share oversight with the department (or field office) that is a party to the Grant for provider performance using outcomes, processes, terms and conditions agreed to under this Grant.
2. **2-1-1 Data Base:** The Grantee providing a health or human services within Vermont, or near the border that is readily accessible to residents of Vermont, will provide relevant descriptive information regarding its agency, programs and/or contact and will adhere to the "Inclusion/Exclusion" policy of Vermont's 2-1-1. If included, the Grantee will provide accurate and up to date information to their data base as needed. The "Inclusion/Exclusion" policy can be found at [www.vermont211.org](http://www.vermont211.org)
3. **Medicaid Program Grantees:**

**Inspection of Records:** Any Grants accessing payments for services through the Global Commitment to Health Waiver and Vermont Medicaid program must fulfill state and federal legal requirements to enable the Agency of Human Services (AHS), the United States Department of Health and Human Services (DHHS) and the Government Accounting Office (GAO) to:

  - Evaluate through inspection or other means the quality, appropriateness, and timeliness of services performed; and
  - Inspect and audit any financial records of such Grantee or Subgrantee.

**Subcontracting for Medicaid Services:** Having a subcontract does not terminate the Grant, receiving funds under Vermont's Medicaid program, from its responsibility to ensure that all activities under this agreement are carried out. Subcontracts must specify the activities and reporting responsibilities of the Grantee or Subgrantee and provide for revoking delegation or imposing other sanctions if the grantee or Subgrantee's performance is inadequate. The Grantee agrees to make available upon request to the Agency of Human Services; the Office of Vermont Health Access; the Department of Disabilities, Aging and Independent Living; and the Center for Medicare and Medicaid Services (CMS) all Grants and Subgrants between the Grantee and service providers.

**Medicaid Notification of Termination Requirements:** Any Grantee accessing payments for services under the Global Commitment to Health Waiver and Medicaid programs who terminates their practice will follow the Office of Vermont Health Access, Managed Care Organization enrollee notification requirements.

**Encounter Data:** Any Grantee accessing payments for services through the Global Commitment to Health Waiver and Vermont Medicaid programs must provide encounter data to the Agency of Human Services and/or its departments and ensure that it can be linked to enrollee eligibility files maintained by the State.

4. **Non-discrimination Based on National Origin as evidenced by Limited English Proficiency.** The Grantee agrees to 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, which require that Grantees and Subgrantees receiving federal funds must assure that persons with limited English proficiency can meaningfully access services. To the extent the Grantee provides assistance to individuals with limited English proficiency through the use of oral or written translation or interpretive services in compliance with this requirement, such individuals cannot be required to pay for such services.
5. **Voter Registration.** When designated by the Secretary of State, the Grantee 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.
6. **Drug Free Workplace Act.** The Grantee will assure a drug-free workplace in accordance with 45 CFR Part 76.
7. **Privacy and Security Standards.**

**Protected Health Information:** The Grantee 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 Grant. The Grantee 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:** The confidentiality of any alcohol and drug abuse treatment information acquired by or provided to the Grantee or Subgrantee shall be maintained in compliance with any applicable state or federal laws or regulations and specifically set out in 42 CFR Part 2.

**Other Confidential Consumer Information:** The Grantee agrees to comply with the requirements of AHS Rule No. 08-048 concerning access to information. The Grantee agrees to comply with any applicable Vermont State Statute, including but not limited to 12 VSA §1612 and any applicable Board of Health confidentiality regulations. The Grantee shall ensure that all of its employees and Subgrantees performing services under this agreement understand the sensitive nature of the information that they may have access to and sign an affirmation of understanding regarding the information's confidential and non-public nature.

**Social Security numbers:** The Grantee agrees to comply with all applicable Vermont State Statutes to assure protection and security of personal information, including protection from identity theft as outlined in Title 9, Vermont Statutes Annotated, Ch. 62.

8. **Abuse Registry.** The Grantee agrees not to employ any individual, use any volunteer, or otherwise provide reimbursement to any individual who provides care, custody, treatment, services, or supervision to children or vulnerable adults if there is a substantiation of abuse or neglect or exploitation against that individual. The Grantee will check the Adult Abuse Registry in the Department of Disabilities, Aging and Independent Living. Unless the Grantee holds a valid child care license or registration from the Division of Child

Development, Department for Children and Families, the Grantee shall also check the Central Child Abuse Registry. (See 33 V.S.A. §4919 & 33 V.S.A. §6911).

9. **Child Abuse Reporting.** Notwithstanding the provision of 33 V.S.A. §4913(a) any agent or employee of the Grantee who has reasonable cause to believe that a child has been abused or neglected as defined in Chapter 49 of Title 33 V.S.A. shall report the suspected abuse or neglect to the Commissioner of the Department for Children and Families within 24 hours. The report shall contain the information required by 33 V.S.A. §4914.
10. **Work Product Ownership.** All data, technical information, materials 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, and remain, the property of the State of Vermont, regardless of the state of completion. 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 developed for the State, the work shall be considered "work for hire," i.e., the State, not the Grantee or Subgrantee, shall have full and complete ownership of all software computer programs and/or source codes developed.
11. **Security and Data Transfers.** The State shall work with the Grantee to ensure compliance with all applicable State and Agency of Human Services' policies and standards, especially those related to privacy and security. The State will advise the Grantee of any new policies, procedures, or protocols developed during the term of this agreement as they are issued and will work with the Grantee to implement any required.

The Grantee will ensure the physical and data security associated with computer equipment - including desktops, notebooks, and other portable devices - used in connection with this agreement. The Grantee 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. The Grantee 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, the Grantee shall securely delete data (including archival backups) from the Grantee's equipment that contains individually identifiable records, in accordance with standards adopted by the Agency of Human Services.

12. **Intellectual Property Ownership.** All work products and items delivered or produced under this agreement will be the exclusive property of the State of Vermont. This includes, but is not limited to, software, documentation, and development materials. The Grantee shall not sell or copyright a work product or item produced under this Grant without explicit permission from the State. If the Grantee is operating a system or application on behalf of the State of Vermont then the Grantee 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.

13. **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.
14. **Non-discrimination.** The Grantee will prohibit 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, or on the basis of race, color or national origin under Title VI of the Civil Rights Act of 1964. No person shall on the grounds of sex (including, in the case of a woman, on the grounds that the woman is pregnant) or on the grounds of religion, 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 and/or federal funds.
15. **Environmental Tobacco Smoke.** Public Law 103-227, also known as the Pro-children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, child care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such Federal funds.

The law does not apply to children's services provided in private residences; 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.

Failure to comply with the provisions of the 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.

Grantees are prohibited from promoting the use of tobacco products for all clients. Facilities supported by state and federal funds are prohibited from making tobacco products available to minors.