

MINUTES

Montevillo City Council Work Session

June 25, 2018

5:30 p.m. at City Hall

Mayor Hollie Cost, Council Member Rusty Nix, Council Member Willie Goldsmith, Council Member Tiffany Bunt and Council Member Jason Peterson were in attendance. Council Member Matt Walker was absent.

Mayor Cost called the Work Session to order at 5:30 p.m.

Fire Chief Bill Reid said they completed 40 hours of a 160 hour certification class. They should be finished by the end of summer. Other than that, they remain busy – 8-9 calls Saturday alone.

Chief Littleton presented the Police Department report:

Montevillo Police Department Stats

	January-18	February-18	March-18	April-18	May-18	June-18	July-18	August-18	September-18	October-18	November-18	December-18	Total
Total Reports	110	101	128	98	117	77							628
Criminal Cases	78	36	70	63	72	42							361
Non-Criminal	8	15	30	16	9	15							49
Traffic Accidents	14	11	15	20	18	11							39
Traffic Citations	120	134	117	86	197	116							770
DUI Arrests	3	3	3	5	6	1							21
Public Intox Arr	2	2	2	3	1	1							11
Alias Arrests	24	16	18	7	15	14							94
Juvenile Arrests	1	0	1	2	1	1							6
Misd Arrests	12	12	9	11	4	3							51
Felony Arrests	3	1	7	1	1	2							15
Drug Related	4	3	9	4	7	3							30
Total Arrest	50	37	49	33	37	25							231
Auto Thefts	1	2	0	1	0	0							4
Burglaries	4	0	2	2	4	0							12
Auto Recoveries	0	0	0	0	0	0							0
Auto Burglaries	1	2	1	0	0	1							5
Criminal Mischief	5	3	0	3	2	1							14
DV. Related	15	13	11	11	15	9							74
Assaults	0	2	1	0	2	2							7
Fraud/Forgery	9	2	2	1	4	1							19
Harass / Reck	5	9	5	0	7	4							30
Misc. Offenses	18	18	25	18	16	16							111
Robberies	0	0	2	0	0	0							2
Thefts / Attempts	14	16	10	6	5	1							52
Suicide Attempts	1	0	1	0	0	0							2
Suicides	0	0	0	0	0	0							0
Deaths	1	1	2	0	1	1							6

Karen Kiker
8:33 AM
6/25/2018

Chief Littleton noted we should have our new, part-time Code Enforcement Officer at work on Wednesday – Mike Wilder. He said Officer Holloway has moved to the Compact 20/20 position.

Mayor Cost mentioned that Tim Alexander, our former Captain, will be sworn in as UM's Police Chief tomorrow night at 5 p.m.

Kirk Hamby, Director of Public Works, said that Phase I of the sidewalk work is complete. They still have some back-filling to do. The UM paving project is underway. The pavers will start on our streets after that – July 20th is their target date.

Council Member Nix asked if Mr. Harmon at the Water & Sewer Board ordered new risers for the project. Mr. Hamby said they have been ordered.

Mr. Hamby also noted that this Saturday at 6 AM the intersection of North Boundary and Valley will be closed for utility work related to the new Performing Arts Center. They hope to have the area re-opened before lunch.

Mr. Hamby also mentioned his crews helped install the posts for the new band tower at MHS.

Mayor Cost informed the Council that the state Walkability Workshop will be held in Montevillo on July 19th. 10 communities from across the state will participate. They are looking for a place for a pop-up project to demonstrate ways communities can improve walkability and safety downtown. She invited suggestions.

Mr. Hamby noted that people always ask about something at the viaduct. The Mayor said that site would not work for a pop-up demonstration. She said we are considering the area from Bloch to Triple-T, but that is fairly long. Council Member Nix suggested a sidewalk from downtown to Cobblestone.

Shane Baugh, Director of Parks & Recreation, noted that baseball is over for the season. Football and Cheerleader registration is underway. All sports start back up again in August. Between now and then, they are working to make repairs and improvements to the parks and fields.

Council Member Nix said the Park Board has discussed the idea of creating a Dog Park. They are still trying to figure out the best location for such as feature. He also mentioned that the Senior BBQ is coming up in July. He also pointed out that the new bridge is installed at the Golf Course and thanked Mr. Hamby and his crews for helping get it set up. He said it looks really good.

Council Member Nix also mentioned that the Planning Commission met last week and the Council will be considering two zoning recommendations at the next meeting – one for Patriot Point and the other for Ammersee Lakes. He said we need to consider requiring future, large subdivisions to have more than one ingress and egress point.

Mayor Cost added that we also need to consider requiring pedestrian connectivity between adjoining neighborhoods.

Library Director, Lauren Bartell, said that the Summer Reading Program started the 16th. 200 people have attended the program so far. They have additional programs set for June & July – including a Happy Birthday America program on July 7th at 10:30 a.m.

The Junior City Council Mayor, Abigail Heuton, said they MJCC interviewed 6 candidates and selected 5 new MJCC members. They have their next meeting Wednesday night in the Mayor's

office. They are still working on a program for movies in the park and are designing MJCC t-shirts.

Council Member Bunt reminded everyone about the American Villages' 4th of July program. She also noted that the Chamber BBQ Picnic was a huge success and that Pam Phagan and Suzanne Hurst won the top awards.

The Revenue Director, Debby Raymond, informed the Council that she is still working to update the Business License Ordinance and that they should have it for consideration at an upcoming meeting.

The Mayor then reviewed the items under New Business.

Request from Debby Raymond that her Official Grievance be Forwarded to the Personnel Board as detailed in Article 8 of the City Employee Handbook –

The Mayor said she would prefer not to discuss personnel matters in public, however, we are prohibited by state law to go into executive session on matters pertaining to key employees such as this. Ms. Raymond has filed a Grievance. We received a complaint from another employee regarding Ms. Raymond which was investigated. I found there to be no fault on the part of Ms. Raymond or the other employee. However, it was clear to me that we have been expecting too much from Ms. Raymond and we needed to restructure things a bit at City Hall. In that regard, I sought to allow Ms. Raymond the opportunity to focus on her duties as Revenue Director and farmed out her other previous responsibilities to other personnel. For example, the City Clerk will handle HR. Ms. Evans will continue to support Ms. Raymond. Everyone else, including Ms. Raymond, will now report directly to the City Clerk. Ms. Raymond took exception to my changes and has filed a Grievance.

The City Clerk then explained the Grievance Process. He said the role of the Council at this point is simply to refer Ms. Raymond's request for a Grievance Hearing to the Personnel Board. The Personnel Board will conduct the hearing and make a recommendation back to the City Council.

Notice of Strategic Planning Reveal - June 26th at 6 PM, Parnell Memorial Library –

Mayor Cost encouraged everyone to attend this meeting.

Council Member Goldsmith said that some people in his district are concerned because someone has been going through their neighborhoods telling them the strategic plan involves tearing down their homes for development. The City Clerk said that is absolutely false. The plan is merely a picture of what the future could look like. The only areas envisioned for redevelopment are the housing projects, and the idea there is to upgrade the existing housing – giving residents a better place to live, not displacing them. Here again, these are ideas generated by members of the community. This is also an example of why it is so important that everyone attend the

meeting Tuesday night. This is our opportunity to shape what our city could look like 10-20 years from now.

**Montevallo City Council Meeting
June 25, 2018
6:00 p.m. at City Hall**

Mayor Hollie Cost, Council Member Rusty Nix, Council Member Willie Goldsmith, Council Member Tiffany Bunt and Council Member Jason Peterson were in attendance. Council Member Matt Walker was absent.

Pledge of Allegiance

Meeting Call to Order - Mayor Cost called the regular meeting to order at 6:00 p.m.

Approval and/or corrections of the minutes – 06/11/2018 - Council Member Nix made a motion to approve the Minutes from June 11, 2018. Council Member Peterson seconded. ALL AYES . . . MOTION APPROVED.

Recognitions / Awards:

Mayor Cost recognized Jessie Evans as founding member of the MJCC and thanked her for all of her work. Ms. Evans said it has been an honor to be part of the MJCC for the past 5 years and hopes it continues to keep going in the future.

Opportunities for citizens to speak to the Council:

Bobby Pierson said he noticed we are getting closer to paving sections of Oak Street and that preliminary work is underway on the new Performing Arts Center. He said there hasn't been any paving in the center section of Oak Street in 30 years.

Council Member Nix assured him that the money for all sections of Oak Street is set aside and will be there for the next phase.

Committee Reports and Consideration of Bills:

Public Health & Safety (Police, Fire, Code Enforcement, Housing Abatement)– Discussed earlier.

Sustainability (Streets & Sanitation, Recycling, Arbor & Beautification, ValloCycle, Environmental Preservation Initiatives) – Discussed earlier.

Recreation, Preservation and Community Development (Parks & Recreation, Golf Course, Youth Athletics, Trails, Planning & Zoning, Annexations,) – Discussed earlier.

Education, Arts & Outreach (Schools, UM, Boys & Girls Club, Library, American Village, Sister City Commission, Artwalk) – Discussed earlier.

Finance, Economic Development & Tourism (Finance, MDCD, IDB, Chamber, Historical Commission, Main Street) – Discussed earlier.

Council Member Nix made a motion to approve payment of the bills as presented. Council Member Goldsmith seconded. ALL AYES . . . MOTION APPROVED.

Consent Agenda: NONE

New Business:

Request from Debby Raymond that her Official Grievance be Forwarded to the Personnel Board as detailed in Article 8 of the City Employee Handbook –

Council Member Bunt made a motion to forward Ms. Raymond’s request for a hearing to the Personnel Board. Council Member Peterson seconded. ALL AYES . . . MOTION APPROVED.

Notice of Strategic Planning Reveal - June 26th at 6 PM, Parnell Memorial Library – Once again, Mayor Cost said she hoped everyone would attend the meeting in order to help shape the future of our city.

Authorization of Mayor to Execute M4A Agreement-

Council Member Nix pointed out that this is the same agreement the Council approves every year. He then made a motion to authorize the Mayor to enter into the agreement with M4A. Council Member Bunt seconded. ALL AYES . . . MOTION APPROVED.

Memorandum of Agreement

Between

Middle Alabama Area Agency on Aging,

The City of Montevallo

Purpose of the Memorandum of Agreement

The purpose of this agreement is to set forth the essential elements of a cooperative working relationship between Middle Alabama Area Agency on Aging (M4A) and the **City of Montevallo** (hereinafter the Parties) to enhance the provision of nutrition and other services to eligible seniors in Shelby County and the **City of Montevallo** (hereinafter Contractor).

Background

The Middle Alabama Area Agency on Aging (hereinafter M4A), by vote of its Board of Directors in Fiscal Year 2007, determined that the seniors of Shelby County and the intent of the Older Americans Act would be better served through direct contract with local communities in providing aging services.

Shelby County, within specified limits, commits itself to assist the Contractor in meeting its financial obligation to operate the Contractor's senior center.

All Parties to this agreement commit themselves to fulfill the terms of this agreement.

The Middle Alabama Area Agency on Aging has been awarded grants from the Alabama Department of Senior Services (ADSS) to provide meals and other services (recreation, information and referral, education, health prevention, transportation, legal, etc., as outlined in Exhibit A) to adults 60 years of age and older in the M4A service area. These grants operate under the auspices of the Alabama Nutrition Program for the Elderly (NPE) and are awarded under authority of Titles III-B, III-C, and III-D of the Older Americans Act of 1965, as amended (or other Authority as appropriate) and subject to pertinent regulations and policies of the U.S. Department of Agriculture, the Department of Health and Human Services and the Administration on Aging (Administration for Community Living) applicable to the implementation of services under Title III of the Older Americans Act of 1965, as amended – Public Law 93-29, 87, Stat. 36-45.

The Middle Alabama Area Agency on Aging will enter into contracts with local governments and/or other non-profit entities to operate senior centers within each county in its service area. Centers shall be strategically located so that services can be delivered efficiently and targeted to meet those seniors with the greatest need for service. The local agency, in this instance the Contractor, will ensure that the center is staffed a minimum of five hours daily, five days a week except holidays, unless a waiver has been submitted to and approved by the Alabama Department of Senior Services to operate less than five hours daily, five days a week.

On behalf of the thirteen Area Agencies in the State, including Middle Alabama Area Agency on Aging, the Alabama Department of Senior Services bids a statewide food service contract for a contractor to prepare

meals meeting the state nutrient-planning standard and to deliver these meals to senior centers and clients throughout the state. Valley Services Inc., hereafter called Vendor, has been awarded the current contract.

TERM OF AGREEMENT

This agreement shall begin on **October 1, 2018 and end not later than September 30, 2019** or any time prior if funds for this project are no longer available or other conditions or circumstances should cause this project to be altered, modified, extended or terminated. This agreement is subject to availability of funds.

PAYMENT AND REPORTING

M4A agrees to pay the Contractor \$10,476.00 for services provided under the terms of this agreement and as outlined in Exhibit A and contingent upon continued level funding from the local governments which comprise the M4A region.

Support to the Contractor shall be made in the amount of 1/12 (one-twelfth) per month within 30 days after receipt of all required reports and provided that all required reports have been received by the M4A Fiscal Office and Nutrition Program on or before the 15th of the following month. The only exception to required reports is that the Contractor Time Recap Report (usually completed by the center manager) shall be faxed to the M4A Fiscal Office no later than the 5th of the following month. Reports from the center manager shall include: Weekly Logs, Participant Sign-in Sheets, and the Valley Ticket. Reports from the Contractor shall include: Monthly Report of Expenditures and Request for Funds, Personnel Cost Recap—Program, Personnel Cost Recap—In-Kind, Contractor Employee Individual Time Report, and the Contractor Time Recap Report.

In order for M4A to comply with the deadlines and guidance as established by the Alabama Department of Senior Services, M4A shall require that all reports be submitted to M4A within a reasonable time after the close of the month but in no instance, any later than the 15th of the following month (except the Contractor Time Recap Report which is due on/before the 5th of the following month). Failure to provide required reports for monthly support under this agreement may, at M4A's discretion, result in forfeiture of support for that month. If the 15th falls on a Saturday, then all paperwork is due on Friday. If Friday is a holiday, then paperwork is due on Thursday. If the 15th falls on a Sunday, then all paperwork is due on Monday. If Monday is a holiday, then paperwork is due on Tuesday.

All reports for the fiscal year shall be due no later than **October 15, 2019**. Failure to provide required paperwork on or before this date shall result in forfeiture of any/all remaining funding from M4A under this agreement.

INELIGIBLE MEALS

The cost of all ineligible meals attributed to the Contractor shall be deducted from the payment amount or support. An ineligible meal is a meal that is ordered by the Contractor's center manager and either not served or served to an ineligible participant. If two meals of the same meal type (i.e., 2 lunches) are served to an eligible participant on the same day, then the second meal (i.e., the second lunch) is ineligible according to guidance from the Alabama Department of Senior Services. For all purposes, the determiner of an ineligible meal shall be the Valley Ticket completed by the Contractor's center manager and submitted to M4A. The cost of the ineligible meal or meals shall be determined by the Elderly Nutrition Program policies as specified by the Alabama Department of Senior Services.

CONTINGENCY CLAUSE

It is expressly understood by the Parties and mutually agreed that any commitment of funds herein shall be contingent upon receipt and availability of funds under the program for which this agreement is made. In the event of the proration of the fund from which payment under which this agreement is to be made, the agreement will be subject to termination.

WHISTLEBLOWER

The Contractor is hereby given notice that the 48 CFR §3.908 implementing section of 828, entitled "Pilot Program for Enhancement of Contractor Whistleblower Protections," of the National Defense Authorization Act applies to the agreement.

CONFIDENTIALITY

The Contractor shall treat all information, and in particular information relating to individuals that is obtained by or through its performance under this agreement, as confidential information to the extent confidential treatment is provided under state and federal laws and regulations. The Contractor shall not use any information so obtained in any manner except as necessary for the proper discharge of its obligations and rights under this agreement.

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

The Contractor shall ensure that the center manager and other center staff implementing the terms of this agreement are properly trained in confidentiality and HIPAA. In addition, the Contractor shall enter into a

HIPAA Business Associates Agreement (See Exhibit E) with M4A and shall comply with said Business Associates Agreement.

MAINTENANCE OF RECORDS

The Contractor, shall maintain such records and accounts, including property, personnel and financial records, as are deemed necessary by M4A and the Alabama Department of Senior Services to assure a proper accounting for all project funds. Client information will be obtained, processed, and maintained in a manner that assures the confidentiality of the client will not be violated. The Contractor shall maintain financial records, supporting documents, statistical records and all other records pertinent to contract fulfillment for a period of **five-years** from the date of the last payment made by M4A to the Contractor. However, if audit, litigation, or other legal action by or on behalf of M4A or ADSS has begun, but is not completed at the end of the **five-year** period, or if audit findings, litigation, or other legal action has not been resolved at the end of the **five-year** period, the records shall be retained until resolution.

CONFLICTS OF INTEREST

The Contractor covenants that it presently has no interest and shall have no interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this agreement. The Contractor further covenants that in the performance of this agreement, no person having such interest shall be employed. The Contractor further covenants that it shall prevent any unlawful benefits from accruing to individuals associated with the Contractor as a result of the agreement.

AMENDMENTS

No alteration or variation of the terms of this agreement shall be valid unless made in writing and duly signed by the parties thereto. The agreement may be amended by written agreement duly executed by the parties or in the event of program changes by the Alabama Department of Senior Services or the Administration for Community Living. Any such agreement shall specify the date its provisions shall be effective as agreed to by the parties.

TERMINATION

This agreement may be terminated by providing 30-day written notice to the other party. In addition, this agreement shall be terminated upon material breach by the Contractor.

ACCESS TO RECORDS

At any time during normal business hours and as often as M4A may deem necessary for purposes of monitoring and evaluation, the Contractor shall make available to M4A or any authorized designee all records with respect to matters covered by this agreement and will permit M4A or those authorized designees to audit, examine, investigate, or extract excerpts from invoices, materials, documents, papers, records or other data relating to matters covered by this agreement.

TRAFFICKING VICTIMS PROTECTION ACT

This award is subject to the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (72 USC 7104). This grant is subject to the requirements set forth in 45 CFR Part 75 (for nonprofit organizations and educational institutions) or 45 CFR Part 75 (for state, local, and federally recognized tribal governments).

MANDATORY DISCLOSURES

The Contractor is required to notify M4A in writing of all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting this agreement.

DEBARMENT AND REGISTRATION

The Contractor, by signing this agreement, certifies it is not barred from bidding for or entering into this agreement and the Contractor acknowledges that M4A may declare this agreement void if the certification

completed is false. All organizations receiving federal financial awards or sub-awards must have a DUNS (Data Universal Numbering System) and be registered with the CCR (Central Contractor Registration) as outlined in 2 CFR Part 25, *Financial Assistance Use of Universal Identifier and Central Contractor Registration*.

CIVIL RIGHTS

The Contractor agrees to maintain, for the duration of this contract, an assurance of compliance with Title VI of the Civil Rights Act of 1964. The Contractor further assures that activities under this agreement will make no distinction regarding services, employment, and other service activities on the grounds of race, color, creed, national origin, age, sex, and further agrees to assure that facilities and services of the contracting service provider will be reasonably accessible to handicapped citizens.

EQUAL EMPLOYMENT OPPORTUNITY

The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age or handicap. The Contractor shall take affirmative action to ensure that these standards are met. Such actions will include but not be limited to the following: employment, upgrading, demotions, transfers, recruitment or recruitment advertisings, layoffs, or terminations, selection for training, including apprenticeship and participation in recreational and educational activities. The Contractor agrees to post notices in places available to employees and applicants for employment, setting forth the provisions of this non-discrimination clause. The Contractor will in all solicitations or advertisements for employees placed by or on behalf of the Contractor state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age, or handicap. The Contractor shall cause the foregoing provisions to be inserted in all subcontracts for any work covered by this agreement so that such provisions will be binding upon each subcontractor provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials. The Contractor shall keep such records and submit such records concerning the racial and ethnic origin of the applicant for employment and employees as the Secretary of Labor may require. The Contractor agrees to comply with such rules, regulations, or guidelines as the Secretary may issue to implement these requirements.

AMERICANS WITH DISABILITIES ACT COMPLIANCE

The Contractor hereby agrees that it will comply with the Americans with Disabilities Act (ADA) of 1990, 42 U.S.C. §§12101 *et seq.* (1990) and all requirements imposed by or pursuant to the Regulations issued by the Department of Justice.

DRUG FREE WORKPLACE CERTIFICATION

The Contractor certifies that it will provide a drug-free workplace in accordance with the Drug Free Workplace Act of 1988, 45 CFR Part 76, sub-part F.

CERTIFICATION REGARDING LOBBYING

The Contractor shall comply with the Certification for Contracts, Grants, Loans, and Cooperatives Agreements as specified in Exhibit C.

GRIEVANCE

The Contractor shall have on file a grievance procedure to receive, discuss, and resolve complaints registered by clients under this contract. All program participants have access to submit a grievance should a concern/complaint arise.

IMMIGRATION STATUS

By signing this agreement, the Contractor affirms for the duration of the agreement that the Contractor will not violate federal immigration law or knowingly employ, hire for employment or continue to employ an unauthorized alien within the State of Alabama. Furthermore, if the Contractor is found to be in violation of this provision it shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom. The Contractor hereby certifies compliance with the requirements of §31-13-9(a) and (b), Code of Alabama 1975, as amended, and has provided proper documentation to M4A.

HOLD HARMLESS

The Contractor agree to hold the Area Agency on Aging, staff and Board of Directors harmless from any or all claims or loss or damage occasioned to it or any third person or property by reason of an Act(s) or Omission(s) on the part of M4A, its subcontractors, agents, employees, or persons working directly or indirectly in the performance of the agreement.

Responsibilities of M4A

1. M4A will develop an Area Plan, in collaboration with local governments, for the implementation and development of programs and services for those 60 or older, and residing in the M4A service area.
2. M4A will serve as the advocate, focal point, and planning and development agency for older individuals within the county by monitoring, evaluating, and commenting upon policies, programs, hearings, levies and community actions which will affect older individuals.
3. M4A will identify any service gaps and use the information in planning new or expanded programs.

4. M4A will work to implement and expand programs.
5. M4A will obtain local, state, and federal financial support for program activities and disseminate funds within the service area.
6. M4A will advocate for more governmental services, funding, and other sources of revenue to support the senior programs in the service area.
7. M4A agrees to provide general program guidance, supervision and monitoring of the Senior Center Staff and other program activities.
 - a. Provide management and training of personnel who provide services to senior participants in the congregate and homebound meals programs to include food handling, operation of the meal site, volunteer training, and other pertinent topics.
 - b. Provide materials to center managers for nutrition education and public education.
 - c. Provide technical support to senior center personnel relative to site operation and funding requirements (food service, reservations, meal ordering, donations, data collection, etc.).
 - d. Order all meals from Vendor and ensure compliance with all ADSS Regulations, Rules, Policies, and Procedures.
 - e. Provide special event menus up to two times per year as requested by the center manager and approved in advance by the ADSS Nutritionist.
 - f. Evaluate and monitor nutrition services on a regular basis and provide feedback to ADSS.
 - g. Assist with solicitation of volunteers and outreach in the community.
8. The M4A Fiscal Office will monitor Contractor at least one time per fiscal year in compliance with the Older Americans Act assurances and requirements of the Alabama Department of Senior Services. In addition, the M4A Fiscal Office will provide guidance, training, and other technical assistance needed or requested in order to foster understanding, communication, and compliance with this agreement.
9. M4A will provide a toll-free hotline (1-800-AGELINE or 1-800-243-5463) for information and assistance through the M4A Aging and Disability Resource Center (ADRC). This system will pre-screen clients for services.
10. M4A will communicate and collaborate with sponsoring agency staff, ADSS, and vendors.
11. M4A agrees to follow all procedures and guidelines as outlined ADSS's *Alabama Elderly Nutrition Program: Guide to Meal Services*.

Responsibilities of the Food Service Vendor

The responsibilities of the Vendor are defined in the state contract. For informational purposes only, some of the responsibilities of the Vendor that are pertinent to this agreement are listed here:

1. Provide meals that are safe, acceptable in quality and of sufficient quantity to yield the number of meals ordered for the center. Meals will be nutritionally balanced, comply with Dietary Guidelines, and provide 1/3 RDA for older adults of eight indicator nutrients.
2. Provide hot meals for the noon meal, 5 days per week, except 11 holidays and up to 10 additional non-serving days. Minimum daily order shall be 25 meals.
3. Provide additional meal types such as frozen, picnic, shelf-stable, holiday, breakfast, and liquid supplements. Delivery may be to the centers.
4. Equip each senior center with the following equipment and supplies:
 - a. Electric Holding Cabinet
 - b. Coffee Urn
 - c. Tea Urn
 - d. Serving Utensils

- e. Digital Thermometers (2)
- f. Plastic Pans as required to supplement sink basins
- g. Chemical test strips

All of these items are for the exclusive use of the senior center for senior center activities. The Vendor will make any and all routine repairs without charge. However, center personnel are charged to make a reasonable effort to safeguard the equipment from abuse or pilferage. Equipment remains the property of the Vendor and shall be returned to the Vendor at the termination of the contract.

- 5. Provide centers with the disposable supplies required for serving both congregate and home delivered meals in amounts and proportions appropriate for number and mix of meals ordered.
- 6. Provide supplies required to serve coffee to congregate clients in fall and winter and tea in spring and summer.
- 7. Deliver meals to the senior centers by 10:30 am.
- 8. Follow all other contract requirements as outlined in bid specifications.

Responsibilities of the Contractor

- 1. In collaboration with M4A, the Contractor will:
 - a. Develop a plan for providing nutrition and other services to older individuals residing in the community.
 - b. Give priority for services under this agreement to those with greatest social and economic need residing in Shelby County.
 - c. Assist M4A in developing a plan for meeting the service needs of minority, low-income and low-income minority older individuals in the service area.
 - d. In collaboration with M4A, conduct public hearings and/or needs assessments to give the public an opportunity to express their concerns about existing and needed senior programs.
 - e. Assist M4A in developing plans to help those older individuals with Alzheimer's disease or related disorders, and those with limited English-speaking abilities.
 - f. Provide on-going social, recreational, and educational activities to be available at all times during senior center program hours except when meals are being served.
 - g. Agree that M4A may carry out monitoring and evaluation activities as determined necessary by M4A and/or ADSS.
- 2. The Contractor will employ a center manager capable of carrying out the responsibilities in this agreement. The center manager will be responsible for all aspects of the nutrition program for the elderly, including the congregate meal program, the home-delivered (or homebound) meal program, and any and all center volunteers and other center staff assisting with the operation of the senior center or nutrition program for the elderly. The center manager will also be responsible for completing all daily, weekly, and monthly reports as required by M4A and ADSS for the nutrition program for the elderly. Paperwork shall include: Weekly logs, Participant Sign-in Sheets, and the Valley Ticket. Paperwork may include the Valley Reimbursement Form, the Valley Supply Form, and the Client Enrollment Form. The center manager shall be responsible for completing a Client Enrollment Form and Nutrition Risk Assessment on all homebound referrals to the nutrition program and faxing these completed forms to the M4A Nutrition Coordinator. Due to meal budgets, funding, and upon direction of the Alabama Department of Senior Services, no one shall be placed on home-delivered meals without the authorization of the M4A Nutrition Coordinator. The center manager shall maintain an individual record of each program participant on the appropriate ADSS client intake form. The center manager will ensure that all new clients complete the appropriate client intake form when services are requested and that all existing client records are updated annually.

3. The Contractor agrees the Center Manager shall work 5 hours a day for every serving day as established by the Alabama Department of Senior Services and up to 4 training days per fiscal year as required by M4A and/or ADSS. The Contractor agrees to provide any additional staff required for meal delivery and/or other center operations.
4. The Contractor agrees to provide personnel management and compensation for meal delivery to include the State of Alabama approved mileage reimbursement rate.
5. The Contractor agrees to solicit volunteers from the community to deliver homebound meals and to provide other volunteer services to meet the needs of the elderly or to enhance the quality of life of the elderly living within the community.
6. The Contractor agrees to provide space, utilities and other overhead necessary for food service and senior center operations to fulfill the terms of this agreement. At a minimum the senior center will have a:
 - a. Refrigerator
 - b. Three compartment sink or approved equivalent equipped with hot and cold running water
 - c. Hand washing sink equipped with hot and cold running water
 - d. Secure area for storage of disposable supplies
 - e. Serving tables or counters
 - f. Dining tables and chairs
 - g. Insulated carriers as required for home delivered meals
 - h. Grounded electrical receptacles for warmers and beverage appliances. Said space and equipment will be in accordance with all applicable Federal, State and local laws and regulations and in compliance with all Policies and Procedures of M4A and ADSS
7. The Contractor agrees to provide participants in the nutrition program for the elderly (both congregant and homebound) the opportunity to make voluntary donations for services rendered. All donations shall be forwarded at least monthly to M4A by money order (which M4A will reimburse the cost of if a receipt is attached) or by check drawn on the Contractor's account.
8. The Contractor agrees that:
 - a. The suggested donation shall be \$2.00 per meal.
 - b. All donations shall be confidential.
 - c. No one shall be denied services because of an inability to or unwillingness to make a contribution.
 - d. The senior center will be provided with a locked box and individual donation envelopes to help ensure privacy and security of donations
 - e. The Center Manager will forward donations at least monthly to M4A with daily logs of donations and by check or money order. Expense for money orders submitted with receipt will be reimbursed on monthly expense reports.
9. The Contractor agrees to provide local resources to support the senior center and center activities. Local resources may be cash or in-kind. As required by ADSS, all local cash and in-kind expenditures in support of the Title III Program, regardless of source, must be reported by the Contractor to M4A. See Exhibit B for categories of local support and list of reports/paperwork required from the Contractor. For additional guidance, Contractor should contact M4A's Fiscal Office. Shelby County will provide support to the Contractor as indicated in Exhibit A (attached hereto and incorporated by reference into this agreement).
10. The Contractor agrees that by signing this agreement the Contractor hereby accepts ownership of all property, such as refrigerators, stoves, cooking utensils, fax machines and other items utilized in the operation or maintenance of the senior center which are currently owned by the Shelby County Commission. The Contractor further agrees to maintain such property for use by the Contractor's authorized personnel for the operation of the senior center.
11. The Contractor agrees to have an independent auditor include the Title III Program (the nutrition program for the elderly and transportation related thereto) in its examination including the type and amount of the

M4A federal grant and at the close of the fiscal year, submit to M4A a copy of its audited financial statements.

12. The Contractor agrees to provide M4A with a Certificate of Insurance showing adequate insurance coverage for General Liability, Workers Compensation, Property, and Casualty for the senior center.
13. The Contractor agrees to follow all procedures and guidelines as outlined ADSS's *Alabama Elderly Nutrition Program: Guide to Meal Services* (manual has been provided to the center manager).
14. The Contractor agrees that all paperwork shall be received by M4A, no later than the 15th of the following month (except the Contractor Time Recap Report which is due on/before the 5th of the following month) in order for the Contractor to receive monthly support. Paperwork may be faxed or emailed to the attention of M4A's Fiscal Office (for reports from the Contractor's Fiscal Office) or to the attention of M4A's Nutrition Program (for center manager reports).

Responsibilities of Shelby County

1. Shelby County agrees to pay the required grant match to M4A to support the provision of hot meals to the senior center and frozen meals to clients as approved by the Area Agency.
2. Shelby County agrees to pay the required grant match to M4A to provide Senior Aides to assist in daily management of the Senior Center.
3. Shelby County agrees to provide public transportation for clients wishing to attend the senior center within a specified area as determined by the Shelby County Commission.
4. Shelby County agrees to provide the initial training for monthly reporting requirements as required by M4A in this agreement and to provide ongoing technical assistance to the Contractor and the center manager with regard to said monthly reporting requirements.
5. Shelby County agrees to provide information as required by M4A regarding County financial support and in-kind contributions.
6. Shelby County agrees to provide annual financial support to the Contractor in an amount not to exceed the balance indicated in Exhibit A (hereby incorporated and made a part of this agreement) to supplement funding received directly from M4A to provide for center manager compensation and home meal delivery.
7. Shelby County further agrees that by signing this agreement it, hereby, transfers ownership of all property, such as refrigerators, stoves, cooking utensils, fax machines and other items utilized in the operation or maintenance of the senior center and currently owned by the Shelby County Commission to the Contractor.
8. If Shelby County sponsors, in conjunction and by agreement with the State of Alabama Department of Human Resources, an Adult Day Care within the Contractor, Shelby County agrees to continue to administer the Adult Day Care and to pay the following costs associated with the Adult Day Care: public transportation for Adult Day Care participants; compensation to the Adult Day Care Assistant; the suggested donation per meal (to M4A) for each Adult Day Care participant who consumes a hot congregant meal; and sufficient office supplies and physical exams for volunteers who assist in the program.
9. Shelby County agrees to assist with solicitation of volunteers and outreach in the community.

[Intentionally Left Blank]

IN WITNESS WHEREOF, the Parties hereby execute this agreement.



For Middle Alabama Area Agency on Aging

Title: Executive Director

Date

For the Contractor

Title: Mayor, **City of Montevallo**

Date



Approved: _____

Richard Lovelady, M4A Board Chairman

Exhibit A

Total Fiscal Year Financial Support from M4A: **\$9397**

Contractor may use financial support for any of the following services:

- Personal Care
- Homemaker
- Chore
- Home Delivered Meals
- Transportation for Participants
- Transportation for Meal Delivery
- Adult Day Care/Health
- Case Management
- Congregate Meals
- Nutrition Education
- Information and Assistance
- Outreach
- Recreation
- Material Aid
- Public Education
- Telephone Reassurance
- Friendly Visiting
- Disease Prevention and Health Promotion (but only if the person providing this activity is certified)

The following Forms are to be used to report the above categories of services; these forms are (most often) completed by Contractor's Center Manager Employee:

1. Contractor Employee Individual Time Report (due on/before the 15th of the following month)
2. Contractor Time Recap Report (due on/before the 5th of the following month)

Exhibit B

Categories in which Contractor May Report Local Support of Senior Activities (i.e., In-kind Receipts and Contractor's Cash):

- Personnel (Program)
- Personnel (In-Kind)
- FICA
- Worker's Comp
- SUI
- Other Employee Benefits
- Travel
- Office Expense
- Postage
- Telephone
- Utilities
- In-Kind (In-Kind=paid or given goods, commodities or services instead of money)
- Space In-Kind
- Training
- Transportation
- Equipment Maintenance
- Insurance
- Other

The following Forms are to be used to report the above categories of support from the Contractor:

1. Monthly Report of Expenditures and Request for Funds (due on/before the 15th of the following month)
2. Personnel Cost Recap-Program (due on/before the 15th of the following month)
3. Personnel Cost Recap-In-Kind (due on/before the 15th of the following month)

Exhibit C

CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE

AGREEMENTS

The Contractor certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an office 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, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting 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 this Federal contract, grant loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Exhibit D

ATTESTATION AND DOCUMENTATION AS TO EMPLOYMENT POLICIES REQUIRED BY THE MIDDLE ALABAMA AREA AGENCY ON AGING OF ALL CONTRACTS AND DIRECT VENDORS

Under the "Beason-Hammon Alabama Taxpayer and Citizen Protection Act," the State of Alabama requires all of the Middle Alabama Area Agency's on Aging contractors (including direct vendors) and their subcontractors (including sub-vendors) of any tier to refrain from knowingly employing any unauthorized alien in Alabama and, as a condition for the award of any contract to a contractor or direct vendor, for the Contractor or direct vendor to document participation in the E-Verify program of the U.S. Department of Homeland Security.

ATTESTATION AND DOCUMENTATION AS TO EMPLOYMENT POLICIES REQUIRED BY THE MIDDLE ALABAMA AREA AGENCY ON AGING OF ALL CONTRACTORS AND DIRECT VENDORS

As a condition to the award of any contract, each contractor (including direct vendors) must provide the Middle Alabama Area Agency on Aging with a sworn affidavit attesting that The Contractor or direct vendor will not knowingly employ, hire for employment, or continue to employ any unauthorized alien within the State of Alabama. The Contractor or direct vendor must also provide documentation that the Contractor or direct vendor is enrolled in the E-Verify program. Failure of the Contractor or direct vendor to continue to participate in the E-Verify program system and to verify every employee as required under applicable federal rules and regulations during performance of the contract will be grounds for termination of the contract.

In addition, before entering into any subcontract for the performance of a contract with the Middle Alabama Area Agency on Aging, the Contractor (including direct vendors) and each of its subcontractors (including sub-vendors) of any tier should obtain from each of their direct subcontractors or direct sub-vendors a sworn affidavit of the direct subcontractor or direct sub vendor attesting that the direct subcontractor or direct sub vendor will not knowingly employ, hire for employment, or continue to employ any unauthorized alien within the State of Alabama and attaching documentation establishing that the direct subcontractor or direct sub vendor is enrolled in the E-Verify system. Failure to obtain such affidavit or knowledge of violation by the direct subcontractor or direct sub vendor of the employment prohibitions of the Act may result in liability for the Contractor or subcontractor as provided in the Act. The affidavit and documentation of subcontractors and sub-vendors need not be filed with the Commission but should be retained by the Contractor or subcontractor obtaining them.

Attached is an affidavit that must be provided to the Middle Alabama Area Agency on Aging at the time of execution of any contract or agreement. Each vendor selling directly to or having a contact with M4A must provide M4A with a sworn affidavit. The affidavit must attach documentation confirming that the vendor participates in the E-Verify System. In the case of vendors with which M4A deals on a repetitive basis, the affidavit can be placed on file with the M4A and refilled by January 15 of each succeeding year.

Please send the affidavit to:

Middle Alabama Area Agency on Aging

Attn: Renee Green, Fiscal Manager

Post Office Drawer 618

Saginaw, AL 35137

AFFIDAVIT OF CONTRACTOR OR DIRECT VENDOR

State of Alabama

County of Shelby

Before me, a notary public, personally appeared _____ (print name) who, being duly sworn, says as follows:

As a condition for the award of any contract, grant, or incentive by the Middle Alabama Area Agency on Aging, I hereby attest that in my capacity as _____ (state position) for the **City of Montevallo** that said business entity/employer/contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama.

I further attest that said business entity/employer/contractor is enrolled in the E-Verify program.

(ATTACH DOCUMENTATION ESTABLISHING THAT BUSINESS ENTITY/EMPLOYER/CONTRACTOR IS ENROLLED IN THE E-VERIFY PROGRAM)

Signature of Affiant

Sworn to and subscribed before me this ____ day of _____, 20____.

I certify that the affiant is known (or made known) to me to be the identical party he or she claims to be.

Signature and Seal of Notary Public

Exhibit E

HIPAA BUSINESS ASSOCIATES AGREEMENT

**BUSINESS ASSOCIATE AGREEMENT
BETWEEN
MIDDLE ALABAMA AREA AGENCY ON AGING
AND
CITY OF MONTEVALLO**

This Agreement is entered into by and between **Middle Alabama Area Agency on Aging**, hereinafter “**Medical Provider**,” and the **City of Montevallo**, hereinafter “**Business Associate**.” This agreement is effective this the **1st day of October, 2018** and terminates upon the termination of the relationship of the parties in accordance with provision 4 of this agreement.

The Business Associate performs certain services on behalf of or for the Medical Provider pursuant to the underlying Agreement that requires the exchange of information including protected health information protected by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended by the American Recovery and Reinvestment Act of 2009 (Pub. L. No. 111-5) (the "HITECH Act"), any associated regulations and the federal regulations published at 45 CFR parts 160 and 164 (sometimes collectively referred to as "HIPAA"). The Medical Provider is a "Covered Entity" as that term is defined in HIPAA, and the parties to the underlying Agreement are entering into this Agreement to establish the responsibilities of both parties regarding HIPAA-covered information and to bring the underlying Agreement into compliance with HIPAA.

Whereas it is desirable, in order to further the continued efficient operations of the Medical Provider to disclose to its Business Associate certain information which may contain confidential individually identifiable health information (hereafter, Protected Health Information or PHI); and

Whereas, it is the desire of both parties that the confidentiality of the PHI disclosed hereunder be maintained and treated in accordance with all applicable laws relating to confidentiality, including the Privacy and Security Rules, the HITECH Act and its associated regulations, and the parties do agree to at all times treat the PHI and interpret this Agreement consistent with that desire.

NOW THEREFORE: the parties agree that in consideration of the mutual promises herein, in the Agreement, and of the exchange of PHI hereunder that:

1. **Definitions.** Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

a. **Privacy Officer** shall mean the Medical Provider’s HIPAA Privacy Officer.

b. **Agent** shall mean those person(s) who are agent(s) of the Business Associate, in accordance with the Federal common law, as referenced in 45 CFR §160.402(c).

c. **Breach** shall mean the acquisition, access, use or disclosure of protected health information which compromises the security of privacy of such information, except as excluded in the definition of Breach in 45 CFR § 164.402.

d. **Business Associate** shall have the meaning given to such term in 45 CFR § 160.103.

e. **HITECH Act** shall mean the Health Information Technology for Economic and

Clinical Health Act. Public Law No. 111-05. 111th Congress (2009).

f. **Privacy Rule** means the Standards for Privacy of Individually Identifiable Health Information found at 45 CFR Parts 160 and 164.

g. **Protected Health Information or PHI** shall have the meaning given to such term in 45 CFR § 160.103 limited to the information created or received by Business Associate from or on behalf of Medical Provider.

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

i. **Security Rule** means the Security Standards for the Protection of Electronic Protected Health Information found at 45 CFR Parts 160 and 164.

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

2. **Permitted Uses and Disclosures.**

a. **PHI Described.** This means PHI created, received, maintained or transmitted on behalf of the Medical Provider by the Business Associate. This PHI is governed by this Agreement and is limited to the minimum necessary, to complete the tasks or to provide the services associated with the terms of the original Agreement, and is generally described in Appendix A.

b. **Purposes.** Except as otherwise limited in this Agreement, Business Associate may use or disclose the PHI on behalf of, or to provide services to, Medical Provider for the purposes necessary to complete the tasks, or provide the services, associated with, and required by the terms of the original Agreement, or as required by law, if such use or disclosure of the PHI would not violate the Privacy or Security Rules or applicable state law if done by Medical Provider or Business Associate, or violate the minimum necessary and related Privacy and Security policies and procedures of the Medical Provider. The Business Associate is directly liable under HIPAA for impermissible uses and disclosures of the PHI it handles on behalf of Medical Provider.

c. **Further Uses and Disclosures.** Except as otherwise limited in this Agreement, the Business Associate may disclose PHI to third parties for the purpose of its own proper management and administration, or as required by law, provided that (i) the disclosure is required by law; or (ii) the Business Associate has obtained from the third party reasonable assurances that the PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party by the Business Associate; and, (iii) an agreement to notify the Business Associate and Medical Provider of any instances of which it (the third party) is aware in which the confidentiality of the information has been breached. To the extent practical, the information should be in a limited data set or the minimum necessary information pursuant to 45 CFR § 164.502, or take other measures as necessary to satisfy the Medical Provider's obligations under 45 CFR § 164.502.

3. **Obligations of Business Associate.**

a. **Stated Purposes Only.** The PHI may not be used by the Business Associate for any purpose

other than as stated in this Agreement or as required or permitted by law.

b. Limited Disclosure. The PHI is confidential and will not be disclosed by the Business Associate other than as stated in this Agreement or as required or permitted by law. Business Associate is prohibited from directly or indirectly receiving any remuneration in exchange for an individual's PHI unless Medical Provider gives written approval and the individual provides a valid authorization. Business Associate will refrain from marketing activities that would violate HIPAA, including specifically Section 13406 of the HITECH Act. Business Associate will report to Medical Provider any use or disclosure of the PHI, including any Security Incident not provided for by this Agreement of which it becomes aware.

Provided, however, that the Business Associate shall not be required to report an immaterial incident consisting solely of trivial incidents that occur on a daily basis, such as scans, "pings", or an unsuccessful attempt to improperly access PHI that is stored in an information system under its control.

Business Associate shall report to Medical Provider use or disclosure of PHI provided the use or disclosure of the PHI was in the possession of the Business Associate or a subcontractor or agent of Business Associate.

c. Safeguards. The Business Associate will use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of the PHI, except as provided for in this Agreement. This shall include, but not be limited to:

- i. Limitation of the groups of its workforce and agents, to whom the PHI is disclosed to those reasonably required to accomplish the purposes stated in this Agreement, and the use and disclosure of the minimum PHI necessary or a Limited Data Set;
- ii. Appropriate notification and training of its workforce and agents in order to protect the PHI from unauthorized use and disclosure;
- iii. Maintenance of a comprehensive, reasonable and appropriate written PHI privacy and security program that includes administrative, technical and physical safeguards appropriate to the size, nature, scope and complexity of the Business Associate's operations, in compliance with the Security Rule;
- iv. In accordance with 45 CFR §§ 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information.

d. Compliance With Law. The Business Associate will not use or disclose the PHI in a manner in violation of existing law and specifically not in violation of laws relating to confidentiality of PHI, including but not limited to, the Privacy and Security Rules.

e. Mitigation. Business Associate agrees to mitigate, to the extent practicable, any harmful *effect* that is known to Business Associate of a use or disclosure of the PHI by Business Associate in violation of the requirements of this Agreement, and report its mitigation activity back to the Medical Provider.

f. Support of Individual Rights.

i. Access to PHI. Business Associate shall make the PHI maintained by Business Associate or its agents or subcontractors in Designated Record Sets available to Medical Provider for inspection and copying, and in electronic format, if requested, within five (5) days of a request by Medical Provider to enable Medical Provider to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR §

164.524 and consistent with Section 13405 of the HITECH Act

ii. Amendment of PHI. Within five (5) days of receipt of a request from Medical Provider for an amendment of the PHI or a record about an individual contained in a Designated Record Set, Business Associate or its agents or subcontractors shall make such PHI available to Medical Provider for amendment and incorporate any such amendment to enable Medical Provider to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR § 164.526.

iii. Accounting Rights. Within thirty (30) days of notice of a request for an accounting of disclosures of the PHI, Business Associate and its agents or subcontractors shall make available to Medical Provider the documentation required to provide an accounting of disclosures to enable Medical Provider to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR § 164.528 and consistent with Section 13405 of the HITECH Act Business Associate agrees to document disclosures of the PHI and information related to such disclosures as would be required for Medical Provider to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528. This should include a process that allows for an accounting to be collected and maintained by Business Associate and its agents or subcontractors for at least six (6) years from the date of disclosure, or longer if required by state law. At a minimum, such documentation shall include:

- the date of disclosure;
- the name of the entity or person who received the PHI, and if known, the address of the entity or person;
- a brief description of the PHI disclosed; and
- a brief statement of purposes of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure.

iv. Request for Restriction. Under the direction of the Medical Provider, abide by any individual's request to restrict the disclosure of PHI, consistent with the requirements of Section 13405 of the HITECH Act and 45 CFR § 164.522, when the Medical Provider determines to do so (except as required by law) and if the disclosure is to a health plan for payment or health care operations and it pertains to a health care item or service for which the health care provider was paid in full "out-of-pocket."

v. Immediate Discontinuance of Use or Disclosure. The Business Associate will immediately discontinue use or disclosure of Medical Provider PHI pertaining to any individual when so requested by Medical Provider. This includes, but is not limited to, cases in which an individual has withdrawn or modified an authorization to use or disclose PHI.

g. Retention of PHI. Notwithstanding section 4.a. of this Agreement, Business Associate and its subcontractors or agents shall retain all PHI pursuant to state and federal law and shall continue to maintain the PHI required under Section 3.f. of this Agreement for a period of six (6) years after termination of the Agreement, or longer if required under state law.

h. Agent's, Subcontractor's Compliance. The Business Associate shall notify the Medical Provider of all subcontracts and agreements relating to the Agreement, where the subcontractor or agent receives PHI as described in section 2.a. of this Agreement. Such notification shall occur within 30 (thirty) calendar days of the execution of the subcontract and shall be delivered to the Medical Provider Privacy Officer and Medical Provider Office Manger. The Business Associate will ensure that any of its subcontractors, to whom it provides any of the PHI it receives hereunder, or to whom it provides any PHI which the Business Associate creates or receives on behalf of Medical Provider, agree to the restrictions and conditions which apply to the Business Associate hereunder. The Medical Provider may request copies of downstream subcontracts and agreements to determine whether all restrictions, terms and conditions have been flowed down. Failure to ensure that downstream contracts, subcontracts and agreements contain the required restrictions, terms and conditions may result in termination of the Agreement.

i. Federal and Medical Provider Access. The Business Associate shall make its internal practices, books, and records relating to the use and disclosure of PHI, as well as the PHI, received from, or created or received by the Business Associate on behalf of the Medical Provider available to the U.S. Secretary of Health and Human Services consistent with 45 CFR § 164.504. The Business Associate shall also make these records available to Medical Provider, or Medical Provider's contractor, for periodic audit of Business Associate's compliance with the Privacy and Security Rules. Upon Medical Provider's request, the Business Associate shall provide proof of compliance with HIPAA and HITECH data privacy/protection guidelines, certification of a secure network and other assurance relative to compliance with the Privacy and Security Rules. This section shall also apply to Business Associate's subcontractors, if any.

j. Security. The Business Associate shall take all steps necessary to ensure the continuous security of all PHI and data systems containing PHI. In addition, compliance with 74 FR 19006 Guidance Specifying the Technologies and Methodologies That Render PHI Unusable, Unreadable, or Indecipherable to Unauthorized Individuals for Purposes of the Breach Notification Requirements under Section 13402 of Title XIII is required, to the extent practicable. If Business Associate chooses not to adopt such methodologies as defined in 74 FR 19006 to secure the PHI governed by this Agreement, it must submit such written rationale, including its Security Risk Analysis, to the Medial Provider Security Officer for review prior to the execution of the Agreement.

k. Notification of Breach. During the term of this Agreement the Business Associate shall notify the Medical Provider's Office Manager within five (5) days, understanding that the Medical Provider's Privacy Officer would already have notice, by e-mail or web form upon the discovery of any Breach of unsecured PHI of any suspected Security Incident, intrusion or unauthorized use or disclosure of PHI in violation of this Agreement, or potential loss of confidential data affecting this Agreement. Notification shall be provided to the Medical Provider Office Manager from Business Associate as the Medical Provider's Privacy Officer. Provided, however, that the Business Associate shall not be required to report an immaterial incident consisting solely of trivial incidents that occur on a daily basis, such as scans, "pings", or an unsuccessful attempt to improperly access PHI that is stored in an information system under its control.

The Business Associate shall investigate such Security Incident, Breach, or unauthorized use or disclosure of PHI or confidential data. Within five (5) days of the discovery, the Business Associate shall notify the Medical Provider Privacy Officer and Medical Provider Officer Manger, unless otherwise directed by the Medical Provider in writing: (a) Date of discovery; (b) What data elements were involved and the extent of the data involved in the Breach; (c) A description of the unauthorized persons known or reasonably believed to have improperly used or disclosed PHI or confidential data; (d) A description of where the PHI

or confidential data is believed to have been improperly transmitted, sent, or utilized; (e) A description of the probable causes of the improper use or disclosure; and (f) Whether any federal or state laws requiring individual notifications of Breaches are triggered.

Medical Provider will coordinate with Business Associate to determine additional specific actions that will be required of the Business Associate for mitigation of the Breach, which may include notification to the individual or other authorities.

The Business Associate shall be responsible for any and all costs associated with the notification and mitigation of a breach that has occurred because of the negligence of the Business Associate. This may include, but not be limited to, costs associated with notifying affected individuals.

If the Business Associate enters into a subcontract relating to the Agreement where the subcontractor or agent receives PHI as described in section 2.a. of this Agreement, all such subcontracts or downstream agreements shall contain the same incident notification requirements as contained herein, with reporting directly to the Medical Provider Privacy Officer. Failure to include such requirement in any subcontract or agreement may result in the Medical Provider's termination of the Agreement.

1. Assistance in Litigation or Administrative Proceedings. The Business Associate shall make itself and any subcontractors, workforce or agents assisting Business Associate in the performance of its obligations under this Agreement, available to the Medical Provider at no cost to the Medical Provider to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against the Medical Provider, its officers or employees based upon claimed violations of HIPAA, the HIPAA regulations or other laws relating to security and privacy, which involves inaction or actions by the Business Associate, except where Business Associate or its subcontractor, workforce or agent is named as an adverse party.

4. Agreement Administration.

a. Term. This Agreement shall terminate upon termination of the underlying Agreement or on the date the Medical Provider terminates for cause as authorized in paragraph (c) of this Section, whichever is sooner.

b. Duties at Termination. Upon any termination of the underlying Agreement, the Business Associate shall return or destroy, at the Medical Provider's option, all PHI received from, or created or received by the Business Associate on behalf of the Medical Provider that the Business Associate still maintains in any form and retain no copies of such PHI or, if such return or destruction is not feasible, the Business Associate shall extend the protections of this Agreement to the PHI and limit further uses and disclosures to the purposes that make the return or destruction of the PHI infeasible. This shall also apply to all agents and subcontractors of Business Associate. The duty of the Business Associate and its agents and subcontractors to assist the Medical Provider with any HIPAA required accounting of disclosures survives the termination of the underlying Agreement.

c. Termination for Cause. Business Associate authorizes termination of this Agreement by Medical Provider, if Medical Provider determines Business Associate has violated a material term of the Agreement. Medical Provider may, at its sole discretion, allow Business Associate a reasonable period of time to cure the material breach before termination.

d. Judicial or Administrative Proceedings. The Medical Provider may terminate this Agreement if the Business Associate is found guilty of a criminal violation of HIPAA. The Medical Provider may

terminate this Agreement if the finding or stipulation that the Business Associate has violated any standard or requirement of HIPAA/HITECH, or other security or privacy laws is made in any administrative or civil proceeding in which the Business Associate is a party or has been joined. Business Associate shall be subject to prosecution by the Department of Justice for violations of HIPAA/HITECH.

e. Survival. The respective rights and obligations of Business Associate under this Agreement shall survive the termination of the underlying Agreement.

5. General Provisions/Ownership of PHI.

a. Retention of Ownership. Ownership of the PHI resides with the Medical Provider and is to be returned on demand or destroyed at the Medical Provider's option, at any time, and subject to the restrictions found within section 4. b. above.

b. Secondary PHI. Any data or PHI generated from the PHI disclosed hereunder which would permit identification of an individual must be held confidential and is also the property of Medical Provider.

c. Electronic Transmission. Except as permitted by law or this Agreement, the PHI or any data generated from the PHI which would permit identification of an individual must not be transmitted to another party by electronic or other means for additional uses or disclosures not authorized by this Agreement or to another contractor, or allied Medical Provider, or affiliate without prior written approval of Medical Provider.

d. No Sales. Reports or data containing the PHI may not be sold without Medical Provider's or the affected individual's written consent.

e. No Third-Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than Medical Provider, Business Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

f. Interpretation. The provisions of this Agreement shall prevail over any provisions in the Agreement that may conflict or appear inconsistent with any provisions in this Agreement. The interpretation of this Agreement shall be made under the laws of the state of Alabama.

g. Amendment. The parties agree that to the extent necessary to comply with applicable law they will agree to further amend this Agreement.

h. Additional Terms and Conditions. Additional discretionary terms may be included in the release order or change order process.

Middle Alabama Area Agency on Aging

City of Montevallo



Signed

Signed

Address: P.O. Drawer 618
Saginaw, AL 35137

Address: _____

Telephone: (205) 670-5770
Fax: (205) 378-4198
Email: cfortner@m4a.org

Telephone: _____
Fax: _____
Email: _____

APPENDIX A

Patient information from **Middle Alabama Area Agency on Aging** may be shared with **City of Montevallo** (Name of Business Associate) in accordance with the Business Associate Agreement. Examples of protected health information that may be shared include, but are not limited to: (list below)

Old Business:

Notice of combined committee meeting to discuss the Mahler House (Perry Hall) – June 26th at 4 PM, City Hall – Mayor Cost said she was excited about this upcoming meeting with representatives from the SCP Foundation House Committee, Historical Commission and others because it will help us to determine the right path forward for the restoration of the Mahler House. Council Member Nix noted this meeting is open to the public.

Adoption of new branding guide (logo) for city and wayfinding – The Council discussed the proposed branding, including the suggested tag line and signage for the parks. It was determined that this issue needs to be discussed in more detail at a special Work Session.

Offer from Mr. Scott to purchase the portion of the Mahler property across from the house – NO ACTION.

SPIRE / ALAGASCO (update) – NO ACTION.

Active Air HVAC Service Contract – City Hall & Library – NO ACTION.

Board Appointments: NONE

Other Business:

Council Member Nix said he attended the MDCD meeting earlier that afternoon and that they talked about the ongoing sidewalk project and paving at UM. They also discussed plans for a pedestrian crossing at the intersection of Hwy 119 and 25. He said the cost of the plans will be about \$30,000 and that it could take 6 months to get approval from ALDOT for those plans, and another 6 months from the railroad. If approved by everyone, this project most likely would not begin for another 18 months.

Mayor Cost said this is an exciting project and that she will be very happy when it happens.

Citizen Participation:

Janice Seaman addressed the Council and reported that she has polled the members of the Historical Commission and they are in opposition to the sale of that portion of the Mahler property. Mayor Cost asked that they take an official vote at their next meeting and report back to the Council on the results.

Steve Sears addressed the Council and asked if the City would remove the cameras and microphones from his yard. He said the “spy cameras” were placed in his yard back in 2013. Now that his case is over, he asked that the City remove all the cameras and microphones.

There being no further business before the Council, Council Member Nix made a motion to adjourn. Council Member Goldsmith seconded. ALL AYES . . . MEETING ADJOURNED at 6:26 p.m.

Submitted by:

Herman Lehman
City Clerk