

## ***MINUTES***

### ***Montevallo City Council Work Session August 10, 2015 5:30 p.m. at City Hall***

Mayor Hollie Cost, Council Member Dee Woodham, Council Member Willie Goldsmith, Council Member Rusty Nix, and Council Member Jason Peterson were in attendance. Council Member Sharon Gilbert was absent.

Mayor Cost called the work session to order at 5:30 pm

Mayor Cost thanked the citizens for being present and noted that work sessions are for department heads and the Council to discuss agenda matters.

#### **-Public Health & Safety**

Chief Reid reported there was nothing new at the Fire Department. They are still working on the thermal imaging grant. They have narrowed the search down from five cameras narrowed to three. They will either purchase them off state bid list or bid them out. The cost will be around \$23,000. They have not heard about the regional truck grants yet, but they haven't heard a no either.

Council Member Willie Goldsmith asked ISO.

Chief Reid said they have not heard anything yet. There should be an update in September. The Chief noted that month of July they responded to 121 calls – a record. That brings their total up to 1,100-1,200 for the year.

#### **No Police Report**

Mayor Cost reminded everyone that the Abatement Boar meets on Monday the 17<sup>th</sup> at 6:00 p.m.

#### **-Sustainability**

Kirk Hamby reported that the four trees behind Alabama Coach Company have been removed. He said our crews re-strawed the Promenade. Their next strawing project is Parnell Library. Bulldog Day has been moved to the 27<sup>th</sup> and the Montevallo High School band, football, and cheerleaders will be acknowledged.

Council Member Jason Peterson reported that ValloCycle is working to reorganize and needs a new board member.

#### **-Parks & Rec**

Shane Baugh not present.

Kirk Hamby reported there are about ten tournaments coming soon. Soccer registration, softball/baseball registration for the fall season is approaching. Cars by the Creek is on August 29<sup>th</sup> and ArtWalk is August 28<sup>th</sup>.

Council Member Dee Woodham reported that we have a preliminary cost estimate from Shelby County for a new entrance, trail and restroom at Shoal Creek Park for under \$100,000.

Council Member Sharon Gilbert was out of town. Not available to give report.

Mayor Cost noted that the students from the Echizen, Japan trip will be present tonight to report on their experience and will be moved to the top of the agenda.

Allie Williams presented the Library report. She mentioned that they were awarded \$4,000 in grants. The Chess Club, advised by Dr. Varagona, will start on August 29<sup>th</sup> and the Lego Club starts August 25<sup>th</sup>. She also requested the council approve up to \$500 from the Library's unallocated reserve as a match for the grant they received. An environmental group will place their clean water kiosk in Montevallo before it goes to the Birmingham Botanical Gardens then Bass Pro. Steel Magnolias is set this Friday to Sunday for encore performances.

-Finance:

Council Member Woodham reminded everyone that Monday at 4:30 at City Hall there will be a work session for the proposed 2015-16 budget.

As an update from the MDCD, Council Member Woodham reported that the lighting for the walking trail has arrived. She also pointed out that the larger bills in the packet tonight include \$1,000 to Shelby County Planning Services, \$1,000 for IT, \$3,600 for janitors, and \$2,700 for League Membership dues.

New Business:

Request for mayor assistant, budget: \$25,000

The City Clerk noted that, if approved, the council will need to amend the budget for the year. Council Member Nix asked if Cindy's position was replaced. Mayor Cost noted that Cindy was over Human resources. We filled that position, so we just need the Mayor's assistant.

Mayor Cost noted that the agenda also includes the approval of the annual M4A contract.

Also, the agenda includes designating a County Board of Equalization Nominee. Mayor Cost said she recommends nominating Dr. Earl Cunningham, pending his acceptance. Council Member Woodham asked who actually chooses the nominee. The City Clerk said he thought it was up to the State Department of Revenue.

Golf Course Bid:

Mayor Cost noted that the Council has received the bid tabulation list and the City Clerk's recommendation regarding the golf carts. She stressed that this is a time-sensitive issue. However, we also need to consider the cost. The Mayor also mentioned that during this interim period, the City Clerk will be in charge of the golf course.

The City Clerk informed the Council that our EZGO rep is going to meet him at the course with their maintenance personnel. They will fix any carts that are still under warranty.

Old Business:

Lease with IDB:

Mayor Cost informed the Council that she and the City Clerk met with Janice Seaman, Chairperson of the IDB, to talk about the proposed lease. They discussed the concerns regarding the ten-year lease. Ms. Seaman pointed out that they need a longer term in order to justify their investment in the facility. However, if there is no activity, then we can dissolve the agreement.

The City Clerk said he is working on a stock lease form so we can limit our legal costs.

Consolidation of Voting Places:

Mayor Cost noted that the recommendation of Mr. Dukes was to use the Recreation Center as our polling place for Municipal Elections. The City Clerk noted that a central voting station will require 12 people to staff it. Three centers require a minimum of 18. In terms of personnel alone, we would save money moving to a single voting place – about 1/3 of the cost. Mayor Cost asked the Council if they wanted to see more numbers on this. The City Clerk noted that the Council has until April to decide.

Board Appointment: None.

Mayor Cost informed the Council that we need an appointment to the County Economic and Industrial Development Board, someone who lives in Montevallo with related experience, interest with business and industry. Bob Doyle has served in that capacity for many years.

Other Business:

\$1000 for wood -

The City Clerk reminded the Council that we used the old barn wood from Mahler for accents in the new City Hall building. However, we ran out of the old 1-bys and planned to use 2-bys instead. But, we found out it's not easy to cut them in half without a specific blade. We found some old barn wood that is the right width locally for \$1,000. We need to purchase it using funds that are set aside for the project in order to finish on time. Council Member Nix asked if it will match. The City Clerk said it is decades-old and we've gotten it to match. The trim will still be 2-bys. We're already behind schedule on this part of the project. The boards are expensive but we need them. Council Member Woodham noted that the cost will come out of the budget already allocated for the City Hall project.

Library: The Mayor reminded the Council the \$500 grant match needs approval.

***Montevallo City Council Meeting***  
**August 10, 2015**  
**6:00 p.m. at City Hall**

Mayor Hollie Cost, Council Member Dee Woodham, Council Member Willie Goldsmith, Council Member Rusty Nix and Council Member Jason Peterson were in attendance. Council Member Sharon Gilbert was absent.

**Pledge of Allegiance**

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

**Approval and/or corrections of the minutes – 7/27/15** - Council Member Peterson made a motion to approve the Minutes from July 27<sup>th</sup> as presented. Council Member Nix seconded. Mayor Cost Abstained. ALL OTHERS VOTED AYE . . . MOTION APPROVED.

**Student Recognitions / Awards**

Student Recognitions/Awards: The Council recognized middle school and high school students returning from their visit to our Sister City – Echizen Town, Japan.

Mayor Cost asked Grayson to go first and tell everyone his name, school, and favorite part or memory of the trip.

Grayson said he attends Montevallo Middle School and that the favorite part of his trip was the Fukuyi Dinosaur Park in Echizen, Japan. He said it is the third biggest in the world. It has a dome structure with animatronic dinosaur and a geographical exhibition.

Mikayla Martin from Montevallo High School said her favorite part was the arcade and taking pictures in Bakuras.

Maranda Martin from Montevallo Middle School said her favorite part was the pet shop. She said it was like ours, but the animals were cuter, like the munchkin cats that had little legs. She said the store had a lot of costumes for the pets. In addition, toys for pets in Japan are different, they were anime style and some of them looked like little squids.

Katie from Thompson High School said her favorite part of the trip was the BBQ. Their table was the grill and no one waited on you, you just served yourself. No hamburger and ribs. They had different meat and even different noodles.

Leah at Montevallo High School said her favorite part was her host family. They had sweet kids who played with her. It was an amazing experience.

John David Haas from Indian Springs High School said his favorite part was the public bath in Japan. He said it a fun thing to do in Japan, even though he was nervous at first. He noted there is very little bathing, mainly a lot of scrubbing. He said that his host dad really only scrubbed, then bathed for a few seconds then scrubbed again. They had different types of baths but all the signs were in Japanese, so he stayed in the same bath. He said his host dad called him "Buddha in Training" because of the length of time he stayed in the water.

Chris Fulmer, a chaperone parent during the ten day visit, said they went to the Board of Education with the students during the first day to meet with host families. Each day, a city guide met with the group with the daily plans. They visited five different schools including seeing classes learning English, physical ed, various board games, cultural games, etc. He described the visit as a learning experience in the languages while spending the day with the host families. They were immersed in the culture while shopping and eating out.

Mayor Cost informed everyone that we are currently planning to receive a delegation from Japan. She thanked the students for their reports. She also mentioned that Mohammed from Echizen, Japan will visit Montevallo, AL from October 8-10 for Founder's Day. She complimented the students noting that she had heard only good things about them regarding their trip and that she is so proud of their representation of our community over there.

### **Opportunities for citizens to speak to the Council**

Mitchell Spears informed the Council that the storm drain at Main Street & Vine Street is clogged. Kirk Hamby said that problem is on their radar.

Mitchell Spears also requested a summary of the plans for the Montevallo Main Street project. The City Clerk said we haven't received the final plans from the engineers. What we have is the objective of the project's goal. Council Member Woodham added that the project involves utility relocation involving 1,200 feet of pipe and making sure all our sidewalks are ADA compliant. It's an improvement focused project.

Mitchell Spears asked when the citizens will see the plan or if they will have to wait for it to be bid. The City Clerk said he would check with the County engineer to see what is available and will get it to Mr. Spears.

Mr. Spears also expressed how disappointed he was to hear of Ed Davis being terminated. He said he was just abhorred by the decisions the council has made. Mayor Cost said we cannot comment on personnel issues.

Johnny Williams of Fairview expressed his disappointment, as well. He also criticized the council for putting off the decision regarding the golf carts. With the firing of Ed, who has lived here for 17 years, he said he feels like the Council is dumping the course. He said the cart issue should be a simple decision and wondered why there was even a need for discussion. He said he thinks in the future of the Golf course we will find that Ed's firing was a terrible choice.

Mayor Cost said she assumed there would be more questions and comments about the golf course but that everyone needed to understand that personnel issues are confidential. That being said, she noted that our auditors recommended the course be handled in a professional, business-like manner and that we will ensure that it is handled in a professional, business-like manner.

Ronnie Miskelley addressed the council and said he received a call from the Mayor and City Clerk in reference to the equipment Mr. Davis sold to him. He said it is in the public that Mr. Davis lost his job because he sold that equipment to him. He explained what transpired regarding the sale. He said he paid for the mowers and agreed to let the course continue to use them. He said he left his money with the city of Montevallo. He said someone told him the deal Mr. Davis made with him was not legal.

The City Clerk explained that that was correct. It was an inappropriate and illegal sale. As he told Mr. Miskelley during their phone conversation, this would be like the City Clerk agreeing to sell someone our City Hall. That cannot happen because the asset belongs to the city. The sale of city or board property requires that the council or board vote to authorize the sale in a public meeting. That was not done.

Mr. Miskelley said that he felt firing Mr. Ed Davis over all of this was in appropriate.

Mitchell Spears said that Mr. Davis did query the board to see if it was okay to sell the property. He said the board was told there was no value to the mowers.

Mayor Cost told Mr. Miskelley she was sorry he got caught in the middle of this and apologized if he thinks he was deceived about the mower sale. She said we told him we would return his money and that he could pick it today.

Dr. Landers echoed the concerns of the others. He said he understands about the personnel issue, but he pointed out that the club house is empty and expressed his concern that we no longer have the things we need to operate the course. Mayor Cost assured him that the club house will be restocked with the necessities very soon. She said that the City Clerk and Park Director will be working together to oversee the club house's operations with the City Clerk serving as the course's interim manager.

Dr. Landers asked if we had a time table for this. Mayor Cost said it will happen as soon as possible. We understand it is an urgent matter and we do take this very seriously.

Judy Winslett said she was sick when she heard about Mr. Davis being fired. She said Mr. Davis is a good guy and she was curious why a more suitable solution wasn't reached.

Allison Welcome said she lives in Aldridge and that her trash is typically picked up every Friday. However, WastePro did not come until Saturday this week and only two residents' trash was collected. Mayor Cost told her that the City Clerk will get her in touch with the appropriate parties to handle her problem.

Troy Taylor dad that he is sad to see Ed go too, but that he is interested to see what happens to the course. He said he wants to know what's going to happen with membership renewals and said that if anything changes the city should take care of differences in fees.

### **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, Historical Commission, Planning & Zoning, Annexations) – Discussed earlier.

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

**Finance, Economic Development & Tourism** (Finance, MDCD, IDB, Chamber) – Discussed earlier.

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

**Consent Agenda:** NONE

### **New Business**

Assistant to Mayor & City Clerk – \$25,000 (position will cost approx. \$5,000 through the end of the fiscal year) - Council Member Peterson made a motion to approve the Assistant position as described. Council Member Woodham seconded. ALL AYES . . . MOTION APPROVED.

Amend Budget – If Assistant is Approved, Increase Business License Revenue from \$349,483 to \$355,000, Increase City Hall Salaries by \$5,000 - Council Member Woodham made a motion to amend the budget as requested. Council Member Nix seconded. ALL AYES . . . MOTION APPROVED.

Set Budget Work Session – Monday, August 17 at 4:30 at City Hall.

Approve M4A Contract – Council Member Nix made a motion to authorize the Mayor to enter into an agreement with M4A as described. Council Member Goldsmith seconded. ALL AYES . . . MOTION APPROVED.



**Middle Alabama  
Area Agency on Aging**

209 Cloverdale Circle  
Alabaster, AL 35007  
www.m4a-alabama.org  
1-800-AGELINE (243-5463)

**Memorandum**

Date: July 23, 2015  
To: Municipalities with the Elderly Nutrition Program  
From: Carolyn Fortner, M4A Executive Director  
Re: **FY 2016 Nutrition Agreement**

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Enclosed is the FY 2016 Nutrition Agreement. Please review at your next meeting.

If you would like to continue the senior meal program in FY16, please:

1. Sign and date the Agreement;
2. Sign and notarize Exhibit D as evidence of compliance with the Beason-Hammon Act;
3. Attach evidence that your municipality is enrolled in E-Verify; and
4. Sign and date Exhibit E, the HIPAA Business Associates Agreement.

Please return the entire Agreement (including the HIPAA Business Associates Agreement) to:

Carolyn Fortner  
M4A  
P.O. Drawer 618  
Saginaw, AL 35137

**DEADLINE: September 22, 2015 (Tuesday)**

Once your Agreement has been approved by the M4A Board of Directors, an executed copy will be mailed back to you.

Please contact me if you have any questions: [Carolyn.Fortner@m4a-alabama.org](mailto:Carolyn.Fortner@m4a-alabama.org)

Thank you.

Mailing Address: P.O. Drawer 618, Saginaw, AL 35137  
Telephone (205) 670-5770 ~ Fax (205) 670-5750

**Memorandum of Agreement  
Between  
Middle Alabama Area Agency on Aging and  
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 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, 2015 and end not later than September 30, 2016** 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 for services provided under the terms of this agreement in the amount 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 15<sup>th</sup> 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 5<sup>th</sup> 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 15<sup>th</sup> of the following month (except the Contractor Time Recap Report which is due on/before the 5<sup>th</sup> 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 15<sup>th</sup> falls on a Saturday, then all paperwork is due on Friday. If Friday is a holiday, then paperwork is due on Thursday. If the 15<sup>th</sup> 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, 2016**. 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 center or to the client.

4. Provide all delivery equipment and vehicles required to transport meals to centers or clients (hot and cold food carriers; cooler chests; serving pans; and other small equipment).
5. 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.
6. 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.
7. Provide supplies required to serve coffee to congregate clients in fall and winter and tea in spring and summer.
8. Deliver meals to the senior centers by 10:30 am.
9. 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 congregant 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.
10. 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.
11. 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.
12. 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).
13. The Contractor agrees that all paperwork shall be received by M4A, no later than the 15<sup>th</sup> of the following month (except the Contractor Time Recap Report which is due on/before the 5<sup>th</sup> 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).

[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 15<sup>th</sup> of the following month)
2. Contractor Time Recap Report (due on/before the 5<sup>th</sup> 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 15<sup>th</sup> of the following month)
2. Personnel Cost Recap-Program (due on/before the 15<sup>th</sup> of the following month)
3. Personnel Cost Recap-In-Kind (due on/before the 15<sup>th</sup> 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 CONTRACTS AND DIRECT VENDORS**

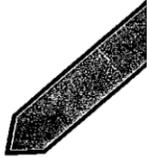
As a condition to the award of any contract, each contractor (including direct vendors) must provide the Middle Alabama Area Agency on Aging with a sworn affidavit attesting that The Contractor or direct vendor will not knowingly employ, hire for employment, or continue to employ any unauthorized alien 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: Sheila Hogge, 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**

## HIPAA BUSINESS ASSOCIATE AGREEMENT

This HIPAA BUSINESS ASSOCIATE AGREEMENT is made the 1<sup>st</sup> day of October 2015, by and between the **Middle Alabama Area Agency on Aging** (hereinafter referred to as the "COVERED ENTITY") and the **City of Montevallo**, hereinafter referred to as the "BUSINESS ASSOCIATE."

WHEREAS, COVERED ENTITY maintains and operates offices in the State of Alabama and has an obligation under the Privacy Rule of the Health Insurance Portability and Accountability Act, Public Law No. 104-191, to protect the privacy of health information of the clients its serves; and

WHEREAS, BUSINESS ASSOCIATE provides ancillary services which assist or complement COVERED ENTITY in the carrying out of its mission of providing individual and family assistance and services, including homemaker services, respite services, unskilled respite services, and/or personal care; adult foster/day care, adult services, food stamps, and public assistance benefits to its clients and thus may from time to time have access to confidential health information of those clients;

NOW THEREFORE, the parties agree as follows:

### 1. Definition:

Catchall definition: Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in 45 C.F. R. Sections 160.103 and 164.501.

#### Examples of specific definitions:

- (a) *Business Associate*. "Business Associate" shall mean the same person or entity listed above as Business Associate.
- (b) *Covered Entity*. "Covered Entity" shall mean the **Middle Alabama Area Agency on Aging**.
- (c) *Individual*. "Individual" shall have the same meaning as the term "individual" in 45 C.F.R. Section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. Section 164.502(g).
- (d) *Privacy Rule*. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and part 164, subparts A and E.
- (e) *Protected Health Information*. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 C.F.R. Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- (f) *Required By Law*. "Required By Law" shall have the same meaning as the term "required by law" in 45 C.F.R. Section 164.501.
- (g) *Secretary*. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designees.

### 2. Obligations and Activities of Business Associate

- (a) Business Associate agrees not to use or disclose Protected Health Information other than as permitted or required by the Agreement or as required by law.
- (b) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- (c) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
- (d) Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware.
- (e) Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
- (f) Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information relating the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available in a timely manner to the Covered Entity, or to the Secretary, or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.

- (g) Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required by Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. Section 164.528.
  - (h) Business Associate agrees to provide to Covered Entity or an Individual information collected in accordance with this Agreement to permit Covered Entity to respond in a timely manner to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. Section 164.528.
- 3. Permitted Uses and Disclosures by Business Associate: General Use and Disclosure Provisions**
- (a) Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
  - (b) Except as otherwise limited in this Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
  - (c) Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 45 C.F.R. Section 164.504(e)(2)(i)(B).
  - (d) Business Associate may use Protected Health information to report violations of law to appropriate Federal and State Authorities, consistent with Section 164.502(j)(1).
- 4. Obligations of Covered Entity**
- (a) Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 C.F.R. 164.20, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.
  - (b) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.
  - (c) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 C.F.R. Section 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.
- 5. Permissible Requests by Covered Entity**
- Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.
- 6. Term and Termination**
- (a) *Term.* The Term of this Agreement shall be effective as of the day first written notice above, and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is unfeasible or illegal to return or destroy Protected Health Information or, if for any other reason the Business Associate decides not to destroy or return the Protected Health Information to the Covered Entity, protections are extended to such information, in accordance with the termination provisions in this Section.
  - (b) *Termination for Cause.* Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
    - i. Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;
    - ii. Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and cure is not possible; or

- iii. If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.
- (c) *Effect of Termination.*
  - i. Upon termination of this Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity unless unfeasible or illegal to do so or the Business Associate for any other reason decides not to return or destroy the Protected Health Information. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate.
  - ii. Business Associate shall extend the protections of this Agreement to such Protected Health Information for so long as Business Associate maintains such Protected Health Information.

**7. Miscellaneous**

- (a) *References.* A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended.
- (b) *Amendment.* The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Public Law No. 104-191.
- (c) *Survival.* The respective rights and obligations of Business Associate shall survive the termination of this Agreement.
- (d) *Interpretation.* Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule.

EACH PARTY has caused this Agreement to be properly executed on its behalf as of the date first written above.

For: The City of Montevallo

For: Middle Alabama Area Agency on Aging

By: \_\_\_\_\_  
(Print Name and Title of Signer)

By: Carolyn Fortner, Executive Director

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)



\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

County Board of Equalization Nominee – Mayor Cost nominated Dr. Earl Cunningham. Council Member Nix made a motion to approve the Mayor’s recommendation of Dr. Cunningham, assuming he accepts the nomination. Council Member Woodham seconded. ALL AYES . . . MOTION APPROVED.



JULIE P. MAGEE  
Commissioner

## State of Alabama Department of Revenue

(www.revenue.alabama.gov)  
50 North Ripley Street  
Montgomery, Alabama 36132

MICHAEL E. MASON  
Assistant Commissioner  
JOE W. GARRETT, JR.  
Deputy Commissioner  
CURTIS E. STEWART  
Deputy Commissioner

March 13, 2015

### TO THE GOVERNING BODIES OF ALL MUNICIPALITIES

As you know, Section 40-3-2, Code of Alabama 1975, requires that the governing body of the largest municipality in each county shall nominate three persons and that the governing body of each other incorporated municipality within the county shall nominate one person, for consideration in the selection of a County Board of Equalization. One member of the Board of Equalization is to be chosen from the list submitted by the municipalities of your county.

The task of creating a board to pass upon all property assessments is a matter of the highest importance; and the State is interested just as much as the municipalities. You are urged to suggest the best possible type of citizenship for this responsibility.

You are requested to submit your nominations on the official form which is enclosed, so that the intent of the law will be fully carried out. Your attention is called to the fact that a person should be nominated by only one nominating body. It will be appreciated if you will confer with the County Board of Education and the county governing body, so that duplicate nominations will be avoided.

You will note that these nominations are for the new four-year term beginning October 1, 2015.

It will be greatly appreciated if you will return these nominations by August 14, 2015 in order that lists of all boards may be announced in ample time.

Sincerely yours,

Julie P. Magee  
Commissioner

JPM:dj

Enclosure

"An Affirmative Action / Equal Opportunity Employer"

MUNICIPALITY

OFFICIAL REPORT  
Nominations for the  
County Board of Equalization  
Term beginning October 1, 2015

STATE OF ALABAMA )  
 )  
\_\_\_\_\_ County ) \_\_\_\_\_ City or Town

To the State Commissioner of Revenue  
Montgomery, Alabama

We, the undersigned members of the governing body of the above municipality, do hereby nominate the persons as shown below for consideration as members of the County Board of Equalization and certify that in our opinion they are competent to serve under the provisions of the law.

As provided in Section 40-3-2, Code of Alabama 1975, each nominee is a resident of this county, is an owner of taxable property located within this state, is a qualified voter within this county, and is otherwise well fitted for the duties of the office for which he is nominated. It is understood further that no member of the Board of Equalization can hold employment or office of profit with the United States, the State of Alabama, any county or other political subdivision of said State, or with any county school board or with any municipality.

Under all the conditions stated above, we nominate the following persons:

- 1. \_\_\_\_\_ Name (As usually signed)  
\_\_\_\_\_ Exact Post Office Address
- 2. \_\_\_\_\_ Name (As usually signed)  
\_\_\_\_\_ Exact Post Office Address
- 3. \_\_\_\_\_ Name (As usually signed)  
\_\_\_\_\_ Exact Post Office Address

Signatures of all members of the governing body of the above municipality.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DATE: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Golf Cart Bids – Mayor Cost noted that we are still looking over the bids. We do not have all of the information we need yet in order to determine whether or not we should purchase a few new carts or replace the entire fleet.

**Old Business**

Lease with IDB – 5 Acres at Shoal Creek Park for Aquaponics Farm – NO ACTIVITY

Consolidation of Municipal Voting Places – Recreation Center ??? – NO DECISION.

**Board Appointments: NONE**

**Other Business:**

Council Member Peterson made a motion to approve payment of up to \$500 in matching funds for the grant using money from the Library’s unallocated reserve. Council Member Woodham seconded. ALL AYES . . . MOTION APPROVED.

Council Member Nix made a motion to approve purchase of \$1,000 in reclaimed wood for the new City Hall project using funds set aside for the city’s portion of the project expense. Council Member Goldsmith seconded. ALL AYES . . . MOTION APPROVED.

**Citizen Participation**

Mitchell Spears asked if the city has any plans yet for replacing Mr. Davis. Mayor Cost noted that as stated earlier the City Clerk will serve as the interim manager of the course and club house with Mr. Baugh sharing some of the responsibility. For the short term, we are assessing the immediate needs such as personnel issues and we are looking at comprehensive overview, such as improving/repairing the greens at holes 8 and 12 as well as the carts. So we are working on getting the course to where it needs to be.

Mitchell again asked about a replacement for Mr. Davis. Mayor Cost reiterated that no decisions have been made as of yet.

There being no further business before the council, Council Member Nix made a motion to adjourn. Council Member Peterson seconded. ALL AYES . . . MOTION APPROVED. Meeting adjourned at 6:45 p.m.

Submitted by:

Herman Lehman