

August 1, 2023

Dear Vendor:

Enclosed you will find your copy of the completed, signed 2023 -2024 Vendor Agreement with Aging Matters in Brevard. We look forward to working with you to provide services to our clients.

If you have any questions, please contact me at (321) 631-2746 or Jennifer Giordano, Program Director, at (321) 806-3781.

Thank you.

Janet R. Daniels
Office Administrator

Brevard Senior Nutrition Program
Meals on Wheels · Seniors At Lunch
(321) 639-8770

The Kitchen & Catering Service
(321) 636-9901

Home Care Program
Non-Medical In-Home Care
(321) 639-6652

Home & Community Based Services
Information & Referral
(321) 806-3802
Community Care for the Elderly
Home Care for the Elderly
(321) 631-2746
Housing Improvements
(321) 631-2744

Retired & Senior Volunteer Program
(321) 631-2749

Sunflower House
Caregiver Support Program
Caregiver Life Transitions
GRANDParenting Again
Education & Support Groups
Exercise & Health and Wellness
Medical Equipment Bank
(321) 452-4341

Transportation Services
Senior TranServe
(321) 806-3787
Vets Driving Vets
(321) 806-3779

Participating Agency of the

A Proud Partner of



United Way of Brevard



Department of
ELDER AFFAIRS
STATE OF FLORIDA



AmeriCorps
Seniors

Remember *Aging Matters* In Your Planned Giving

**Aging Matters in Brevard
Community Care Programs / Seniors Assistance Program / Caregiver Support Programs
Vendor Agreement**

THIS VENDOR AGREEMENT entered into between Community Services Council of Brevard County, Inc., a Florida not for profit corporation, doing business as Aging Matters in Brevard, and Brevard Alzheimer's Foundation herein after referred to as the "Vendor."

1. Purpose of Agreement

The purpose of this Vendor Agreement is to provide eligible clients of Community Care for the Elderly, Older Americans Act Title IIIB Seniors Assistance Program and Older Americans Act Title III National Family Caregiver's Support Program with in home and/or community-based services to enable them to live as independently as possible in the least restrictive setting to avoid or delay nursing home placement. Services are to be delivered only as authorized by Aging Matters in Brevard and are to be furnished in a manner that treats each individual with dignity and respect and maximizes their capacity for independence. Brevard Alzheimer's Foundation, will provide services as outlined in Attachment II.

2. Incorporation of Documents within the Agreement

Under this Vendor Agreement the Vendor will provide services in accordance with the terms and conditions specified in the Vendor Agreement including all attachments and exhibits, which constitute the Vendor Agreement document.

3. Term of Vendor Agreement

This Vendor Agreement shall begin on July 1, 2023 or the latest date on which both parties sign it. It shall end at midnight, local time in Cocoa, Florida on June 30, 2024.

4. Compliance with Federal Law

Both parties shall comply with all Federal statutes, laws, rules, and regulations relating to nondiscrimination, employment, and the provision of, and accounting for services under this Vendor Agreement.

The Vendor agrees to utilize the E-verify system to verify employment of all new employees hired during the term of this Vendor Agreement. The Vendor shall sign **VERIFICATION OF EMPLOYMENT STATUS CERTIFICATION** as **ATTACHMENT VI** of this agreement.

5. Compliance with State Law

Both parties shall comply with all State statutes, laws, rules, and regulations relating to nondiscrimination, employment, and provision of, and accounting for services under this Vendor Agreement.

6. Background Screening

The Vendor shall ensure that, prior to providing services, all persons providing services hereunder through Vendor having access to vulnerable elders and children, their living area, funds or personal property, or protected health information pertaining to such individuals, shall pass a Level II criminal background screening in accordance with the requirements of s. 430.0402 and chapter. 435, F.S., as amended. These provisions shall apply to employees, subcontractors, consultants, direct service providers and volunteers. Consequently, any commitment for employment, purchase of services, or

volunteer program participation shall be contingent upon the passing of a Level II background check. The background screening shall include employment history checks as provided in s. 435.03(1), F.S. and both local and national criminal record checks coordinated through law enforcement agencies.

For the purpose of this section, the term “direct service provider” is a person 18 years of age or older who, pursuant to a program to provide services to the elderly, has direct, face-to-face contact with a client while providing services to the client and has access to the client’s living area, funds, personal property or personal identification information as defined in s. 817.568. The term includes coordinators, managers, and supervisors of residential facilities and volunteers. The vendor shall sign **BACKGROUND SCREENING AFFIDAVIT OF COMPLIANCE** as **ATTACHMENT V** of this agreement.

The Vendor shall not employ an unauthorized alien. Aging Matters in Brevard and the local area agency will consider the employment of unauthorized aliens a violation of the Immigration and Nationality Act (8 U.S.C. § 1324a) and the Immigration Reform and Control Act of 1986 (8 U.S.C. § 1101). Such violation will be cause for unilateral cancellation of this contract by Aging Matters in Brevard and the local area agency.

The Vendor shall comply with Title 2 CFR Part 175 regarding Trafficking in Persons.

7. Support to the Deaf or Hard of Hearing

If the Vendor employs 15 or more employees, the Vendor shall designate a Single Point of Contact to ensure effective communication with deaf or hard of hearing customers or companions in accordance with Section 504, the American with Disabilities Act. The name and contact information for the vendor’s Single Point of Contact shall be furnished to Aging Matters in Brevard as **ATTACHMENT III** of this agreement.

8. Grievance Procedures

The Vendor shall develop and implement procedures to process and address client dissatisfaction with services. These procedures, at a minimum, will provide for notice of the grievance procedure and an opportunity for review of the vendor’s actions to resolve the problem.

9. Audits, Inspections, Investigations, Public Records and Retention

The Vendor shall establish and maintain books, records, and documents, including electronic storage media sufficient to document authorization for, and provision of services to clients.

Client records, financial records, supporting documents, statistical records and any other documents, including electronic storage media, directly related to this Vendor Agreement shall be maintained for a period of seven (7) years after completion of the Vendor Agreement. In the event an audit is required by this Vendor Agreement, records shall be retained for a minimum period of seven (7) years after the audit is issued or until resolution of any audit findings or litigation based on the terms of this agreement, at no cost to Aging Matters in Brevard.

Upon request by Aging Matters in Brevard, at no additional cost to Aging Matters in Brevard, the Vendor will facilitate the duplication and transfer of any records or documents directly related to this Vendor Agreement during the required seven (7) year retention period or until resolution of any audit findings or litigation based on the terms of this Vendor Agreement.

The Vendor will assure that records described above shall be available at all reasonable times to inspection, review, copying, or audit by Aging Matters in Brevard, Inc. or by Federal, State, or other personnel duly authorized by Aging Matters in Brevard. Aging Matters in Brevard shall maintain the confidentiality of any documents or information provided by Vendor.

10. Nondiscrimination – Civil Rights Compliance

Neither party shall discriminate against any person in the provision of services or benefits under this Vendor Agreement or in employment because of age, race, religion, color, disability, national origin, marital status or gender in compliance with state and federal law and regulations. Both parties shall assure that all employees who provide services in connection with this Vendor Agreement do not discriminate against a client because of age, race, religion, color, disability, national origin, marital status, or gender.

11. Provision of Services

The Vendor will provide services in the manner described in the **SCHEDULE OF SERVICES AND RATES - ATTACHMENT II and ATTACHMENT IIa** of this agreement. Services must be provided in compliance with the service definitions and applicable program guidelines set forth in the most current Florida Department of Elder Affairs’s Program and Services Handbook.

The Vendor will accept written authorization for services from Aging Matters in Brevard provided in the manner prescribed by Aging Matters in Brevard. Reports on units of service provided by the Vendor must be received and accepted by Aging Matters in Brevard prior to payment.

12. Monitoring

The Vendor will permit persons duly authorized by Aging Matters in Brevard to inspect and copy any records, papers, documents, facilities, goods and services of the Vendor which are directly relevant to this Vendor Agreement and to interview any clients, employees and subcontract employees of the Vendor to assure the satisfactory performance of the terms and conditions of this Vendor Agreement. Following monitoring, a corrective action plan will be developed if appropriate. The Vendor hereby agrees to correct all deficiencies identified in the corrective action plan as determined by Aging Matters and local area agency Contract Manager. Any inspections will be conducted in a manner that complies with healthcare privacy laws.

13. Indemnification

The Vendor agrees to fully defend, indemnify and hold harmless Aging Matters in Brevard from and against any and all claims arising directly from the Vendor's performance of services provided herein, when such claims are caused solely by the acts, failure to act or negligence of or by the Vendor or any of the Vendor's agents or employees.

Aging Matters in Brevard agrees to fully defend, indemnify and hold harmless the Vendor from and against any and all claims arising from this Agreement, when such claims are caused solely by the acts, failure to act or negligence of or by Aging Matters in Brevard or any of Aging Matters in Brevard's agents or employees.

Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision or the State of Florida to be sued by a third party in any matter arising out of any contract.

14. Insurance and Bonding

Prior to commencement of goods, services or work to be provided by Vendor under this Vendor Agreement, Vendor shall furnish Aging Matters in Brevard with Certificate(s) of Insurance showing that Vendor has at their own expense, and will maintain during the term of this Vendor Agreement, the following insurance:

Comprehensive General Liability Insurance: General Liability insurance issued by an A rated insurance company with combined single limits of not less than One Million Dollars (\$1,000,000) for Bodily Injury and Property Damage per occurrence. Aging Matters in Brevard will be named as an additional insured on the policy and request a Waiver of Subrogation in favor of Aging Matters in Brevard.

Comprehensive Automobile Liability Insurance: Automobile Liability coverage shall be in the minimum amount of One Million Dollars (\$1,000,000) combined single limits for Bodily Injury and Property Damage per accident.

Workers' Compensation Coverage: Full and complete Workers' Compensation Coverage, as required by the State of Florida law. A minimum of \$500,000 Employer Liability Limits. Waiver of Subrogation must be in favor of Aging Matters in Brevard.

Professional Liability: Professional liability insurance, in an amount not less than \$1,000,000 per claim, to cover it liabilities arising from activities performed under this agreement.

Insurance Certificates: The Vendor shall provide Aging Matters in Brevard with Certificate(s) of Insurance on all the policies of insurance and renewals thereof in a form(s) acceptable to Aging Matters in Brevard. Aging Matters in Brevard shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action.

Crime Policy: The Vendor shall be required to purchase a Business Services Bond in the amount of \$50,000. This bond will provide the Vendor and its employees with protection against financial liability for the loss of the client's loss of money, securities and personal property caused by dishonest acts of the Vendor or its employee's while on the clients' premises.

15. Confidentiality of Information

Neither party shall use or disclose any information concerning a recipient of services under this Vendor Agreement for any purpose prohibited by state or federal law or regulation except with the written consent of a person legally authorized to give that consent or when authorized by law.

16. Health Insurance and Portability and Accountability Act

Where applicable, both parties shall comply with the Health Insurance Portability and Accountability Act (42 USC 1320d), as well as all regulations promulgated thereunder (45 CFR 160, 162, and 164).

17. Incident Reporting

The Vendor will notify Aging Matters in Brevard immediately, but no later than twenty-four (24) hours from the Vendor's awareness or discovery of conditions that may materially affect the Vendor's ability to perform the services required to be performed under this Vendor Agreement. Such notice shall be made orally to the Home & Community Based Services Program Director by telephone at (321) 806-3781 with an email to immediately follow at jgiordano@agingmattersbrevard.org.

The Vendor will immediately report knowledge or reasonable suspicion of abuse, neglect, or exploitation of a child, aged person, or disabled adult receiving services under this Vendor Agreement to the Florida Abuse Hotline on the statewide toll-free number, 1-800-962-2873. As required by chapters 39 and 415, F.S., this provision is binding upon both the Vendor and its employees.

18. Bankruptcy Notification

If at any time during the terms of this Vendor Agreement, the Vendor, its assignees, or affiliates files a claim for bankruptcy, the Vendor must immediately notify Aging Matters in Brevard. Within ten (10)

days after notification, the Vendor must also provide the following information to Aging Matters in Brevard: (1) the date of filing of the bankruptcy petition; (2) the case number; (3) the court name and division in which the petition was filed (e.g., Northern District of Florida, Tallahassee Division); and (4) the name, address, and telephone number of the bankruptcy attorney.

19. Loss of License

If at any time during the terms of this Vendor Agreement, the Vendor loses its professional and/or business license, the Vendor must immediately notify the Home & Community Based Services Program Director at Aging Matters in Brevard. The Vendor will cease providing services to clients and will work with Aging Matters in Brevard staff to transition client care to another vendor pending further action. Immediately after the Vendor is notified of the loss of its professional and/or business license, the Vendor will supply Aging Matters in Brevard Home & Community Based Services Program Director with the name, address, and contact information including telephone number for the regulatory agency representative responsible for oversight of the Vendor.

20. Sponsorship and Publicity

The Vendor shall in publicizing, advertising, or describing the sponsorship of services purchased under this agreement state the following: Services provided by (Vendor's Name), Aging Matters in Brevard, Senior Resource Alliance, State of Florida Department of Elder Affairs, Brevard County Board of County Commissioners, and/or United Way of Brevard as appropriate. If the reference is in written material, the names of all organizations shall appear in at least the same size letters or type as the name of the Vendor.

The Vendor may not use the names of Aging Matters in Brevard, Senior Resource Alliance, State of Florida Department of Elder Affairs, Brevard County Board of County Commissioners, and/or United Way of Brevard in any other capacity or publications unless specific authorization has been obtained by the Vendor prior to use.

21. Assignments

The Vendor shall not assign the rights and responsibilities under this Agreement to another party without the prior written approval of Aging Matters in Brevard. Any sublicense, assignment, or transfer otherwise occurring without prior written approval of Aging Matters in Brevard will constitute a material breach of the Agreement.

22. Independent Capacity of Vendor

It is the intent and understanding of the parties that the Vendor, or any of its subcontractors, are independent and are not employees of Aging Matters in Brevard and shall not hold themselves out as employees or agents of Aging Matters in Brevard. It is the further intent and understanding of the parties that Aging Matters in Brevard does not control the employment practices of the Vendor and shall not be liable for any wage and hour, employment discrimination, or other labor and employment claims against the Vendor or its subcontractors. All deductions for social security, withholding taxes, contributions to unemployment compensation funds and all necessary insurance for the Vendor shall be the sole responsibility of the Vendor.

23. Invoicing and Payment

The Vendor shall provide units of deliverables as specified in this Vendor Agreement. These deliverables must be accepted by Aging Matters in Brevard prior to payment. Payments will be made to the Vendor as services are rendered and invoiced by the Vendor. The Vendor must submit monthly invoices using Aging Matters in Brevard's web-based billing system requesting reimbursement for services provided. **All units must be billed by the due date noted on Aging Matters in**

Brevard's web-based billing notification screen. The web-based billing notification screen is available on or around the 25th of each month. Invoicing will cover a full month of service extending from first day of the month through the last working day of the month. Back-up documentation, such as calendars or logs, must be retained by the

Vendor with copies submitted to Aging Matters in Brevard with the vendor invoice each month. Backup documentation must clearly identify the service provided, the date provided, time of arrival and departure (for in-home services) and must include the client's signature. Deliveries for meals, specialized medical equipment, or consumable medical supplies must show the date of delivery, the items delivered the quantity of items and must be signed for by the client or caregiver at the time of delivery. Clients and/or vendor staff may not sign documentation confirming service delivery prior to the actual date of delivery.

The Home & Community Based Services Program Director will approve the invoice for payment. Approval for payment will be made only if the Vendor has met all terms and conditions of the Vendor Agreement. The approved invoice will be submitted to the Aging Matters in Brevard's finance department for final budgetary approval and processing. Satisfactory requests will be paid by check within 30 days of the invoice in the month received.

If the Vendor fails to submit a request for payment by the deadline stated on the billing website, then all rights to payment may be forfeited and Aging Matters in Brevard may not honor any requests submitted after the deadline. Any payment due under the terms of this Vendor Agreement may be withheld until all reports due from the Vendor and necessary adjustments have been approved by Aging Matters in Brevard.

It is expressly understood that the Vendor's failure to comply with the provisions of this section shall constitute an immediate breach of the Vendor Agreement for which Aging Matters in Brevard may terminate the agreement.

24. Return of Funds

The Vendor will return to Aging Matters in Brevard any overpayments due to unearned funds or funds disallowed and any interest attributable to such funds pursuant to the terms and conditions of this agreement that were disbursed to the Vendor by Aging Matters in Brevard. In the event the Vendor or its independent auditor discovers that an overpayment has been made, the Vendor shall repay said overpayment immediately without prior notification from Aging Matters in Brevard. In the event that Aging Matters in Brevard first discovers an overpayment has been made, the Home and Community Based Services Program Director will notify the Vendor by letter or email of such findings.

25. Data Integrity and Safeguarding

An appropriately skilled individual shall be identified by the Vendor to function as its Data Security Officer. The Vendor shall ensure an appropriate level of data security for the information the Vendor is collecting or using in the performance of this Vendor Agreement. An appropriate level of security includes approving and tracking all Vendor employees that request system or information access and ensuring that user access has been removed from all terminated employees.

The Vendor, among other requirements, must anticipate and prepare for the loss of information processing capabilities. All data and software must be routinely backed up to ensure recovery from losses or outages of the computer system. Security over the backed up data is to be as stringent as the protection required of the primary systems.

Any permanent storage devices (e.g., hard drives, removable storage media) containing Aging Matters in Brevard client data must be reformatted and tested prior to disposal. The Vendor shall ensure written procedures are in place for computer system back-up and recovery. Any permanent storage devices (e.g., hard drives, removable storage media) must be reformatted and tested prior to disposal to ensure no confidential information remains. The Vendor shall complete and sign **ATTACHMENT IV CERTIFICATION REGARDING DATA INTEGRITY COMPLIANCE** prior to the execution of this Vendor Agreement.

26. Conflict of Interest

The Vendor will establish safeguards to prohibit employees, board members, and management from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain. No employee, officer, or agent of the Vendor shall participate in selection, or in the award of an agreement supported by State or Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when (a) the employee, officer, or agent; (b) any member of his/her immediate family; (c) his or her partner, or: (d) an organization which employs, or is about to employ any of the above has a financial or other interest in the firm selected for award. The Vendor or Vendor's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors or parties to subcontracts. The Vendor's board members and management must disclose to Aging Matters in Brevard any relationship which may be, or may be perceived to be, a conflict of interest within thirty (30) calendar days of an individual's original appointment or placement in that position, or if the individual is serving as an incumbent, within thirty (30) calendar days of the commencement of this agreement. The Vendor's employees must make the same disclosures described above to the Vendor.

27. Emergency Preparedness

If the tasks performed through this Vendor Agreement include the physical care and control of clients, or the administration and coordination of services necessary for client health, safety or welfare, the Vendor shall make available for inspection the Vendor's emergency preparedness plan. In the event of an emergency, the Vendor shall notify Aging Matters in Brevard of emergency provisions.

28. Financial Consequences of Non-Performance

If the Vendor fails to meet the minimum level of service or performance identified in this Vendor Agreement, or that is customary for the industry, then Aging Matters in Brevard may apply financial consequences commensurate with the deficiency. Financial consequences may include but are not limited to Vendor Agreement suspension, refusing payment, withholding payments until deficiency is cured, tendering only partial payments, and/or cancellation of the Vendor Agreement and reacquiring services from an alternate source. The Vendor shall not be charged with financial consequences when a failure to perform arises out of causes that were the responsibility of Aging Matters in Brevard.

29. Entire Agreement

This Vendor Agreement contains all the terms and conditions agreed upon by the parties. No oral agreements or representations shall be valid or binding upon Aging Matters in Brevard or the Vendor unless expressly contained herein or by a written amendment to this Vendor Agreement signed by both parties.

30. Force Majeure

Neither party shall be liable for any delays or failures in performance due to circumstances beyond its control, provided the party experiencing the force majeure condition provides immediate written notification to the other party and takes all reasonable efforts to cure the condition.

31. Severability Clause

The parties agree that if a court of jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision and shall remain in full force and effect.

32. Conditions Precedent to Vendor Agreement

Aging Matters in Brevard, the Senior Resource Alliance and Department of Elder Affairs shall be the final authority as to the availability of funds. The parties agree that Aging Matters in Brevard’s obligation to pay under this Vendor Agreement is contingent upon the availability of funds. Services may fluctuate daily, seasonally, and with client demand. No warranty is made as to the total number of units to be purchased daily, or through the life of the agreement.

In the event funds to finance this Vendor Agreement become unavailable, Aging Matters in Brevard may terminate the Vendor Agreement upon reasonable notice in writing to the Vendor. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

33. Addition / Deletion

The parties agree that Aging Matters in Brevard reserves the right to add or delete any of the services required under this Vendor Agreement when deemed to be in the agency’s best interest and reduced to a written amendment agreed to and signed by both parties. The parties shall negotiate compensation for any additional services added.

34. Waiver

The delay or failure by either party to exercise or enforce any of its rights under this Vendor Agreement shall not constitute or be deemed a waiver of that party’s right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

35. Compliance

Both parties agree to abide by all applicable current Federal statutes, laws, rules and regulations as well as applicable current State statutes, laws, rules, and regulations. The parties agree that failure of either party to abide by these laws shall be deemed an event of default, and subject the Vendor Agreement to immediate, unilateral cancellation at the discretion of Aging Matters in Brevard.

36. Renegotiations or Modifications

Modifications to the provisions of this Vendor Agreement shall not be amended without the prior written consent by both Parties. Renegotiations will be valid only when they have been approved, written and duly signed by both parties.

37. Termination

This Vendor Agreement may be terminated by either party without cause upon no less than thirty (30) calendar days’ notice in writing to the other party unless a sooner time is mutually agreed upon in writing. Said notice shall be delivered by U.S. Postal service or any expedited delivery service that provides verification of delivery or by hand delivery to the Home & Community Based Services Program Director for Aging Matters in Brevard or the representative of the Vendor responsible for administration of the Vendor Agreement.

In the event funds for payment pursuant to this Vendor Agreement become unavailable, Aging Matters in Brevard may terminate this Vendor Agreement upon no less than twenty-four (24) hours’ notice in writing to the Vendor. Said notice shall be delivered by U.S. Postal Service or any expedited delivery

service that provides verification of delivery or by hand delivery to the contract Manager for the Vendor or the representative of the Vendor responsible for administration of the Vendor Agreement. Aging Matters in Brevard shall be the final authority as to the availability and adequacy of funds. In the event of termination of this Vendor Agreement, the Vendor will be compensated for any work satisfactorily completed prior to the date of termination.

This Vendor Agreement may be terminated for cause upon no less than twenty-four (24) hours' notice in writing to the Vendor. Waiver or breach of any provisions of this Vendor Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms and conditions of this Vendor Agreement. The provisions herein do not limit Aging Matters in Brevard's or the Vendor's rights to remedies at law or in equity.

38. Venue

Venue for any legal action brought by any party to this agreement to interpret, construe or enforce the agreement shall be in a court of competent jurisdiction in the and for Brevard County, Florida.

39. Attorney's Fees

In any legal action initiated to construe, interpret or otherwise enforce this agreement, each party shall bear its own attorney's fees and costs.

40. Governing Law


This agreement shall be deemed to have been entered into within the State of Florida. This agreement and any dispute arising hereunder shall be governed, interpreted and construed according to the laws of the State of Florida.

41. All Terms and Conditions Included

This Vendor Agreement and its **ATTACHMENTS I THROUGH VI** together with any documents incorporated by reference, contain all the terms and conditions agreed upon by the parties. There are no provisions, terms, conditions, or obligations other than those contained herein, and this Vendor Agreement shall supersede all previous communications, representations or agreements, either written or verbal between the parties.

By signing this Vendor Agreement, the parties agree that they have read and agree to the entire Vendor Agreement.

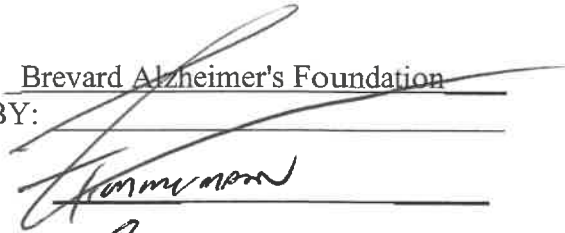
IN WITNESS THEREOF, the parties hereto have caused this 18 page Vendor Agreement to be executed by the undersigned officials as duly authorized.

Agency: Aging Matters in Brevard
SIGNED BY: 

NAME: Thomas Kammerdener

TITLE: President, CEO

DATE: 7/3/2023

Vendor: Brevard Alzheimer's Foundation
SIGNED BY: 

NAME: 

TITLE: Exec. Dir

DATE: 6/16/23

Reviewed for Legal Form and Content by:

Date

<p>The name, address and telephone number of the representative for Aging Matters in Brevard responsible for administration of the program under this agreement is:</p>	<p>Jennifer Giordano, Director Home & Community Based Services Aging Matters in Brevard 3600 West King Street Cocoa, FL 32926 (321) 806-3781 jgiordano@agingmattersbrevard.org</p>
<p>The section and location within Aging Matters in Brevard where Requests for Payment are made is:</p>	<p>All requests for payment are submitted via a secure web-based invoicing system.</p> <p>To obtain a vendor specific password and access to the system contact:</p> <p>Susan LeBouef, Accounting Manager Aging Matters in Brevard 3600 West King Street Cocoa, FL 32926 (321) 806-3704 slebouef@agingmattersbrevard.org</p>
<p>The representative of Aging Matters in Brevard to whom billing questions should be directed:</p> <p><u>Billing questions for:</u></p> <ul style="list-style-type: none"> • Community Care for the Elderly • OAA Title IIIB (Seniors Assistance Program) • OAA Title IIIE (Caregiver Support Program) and 	<p>Janet Daniels (321) 631-2746 jdaniels@agingmattersbrevard.org</p> <p>or</p> <p>Jennifer Giordano (321) 806-3781 jgiordano@agingmattersbrevard.org</p>
<p>Upon change of representatives (names, addresses, telephone numbers) by either party, notice shall be provided in writing to the other party and the notification attached to the originals of this agreement.</p>	

Contact Information and Rate Agreement
CONTACT INFORMATION



<p>The Manager for this Vendor Agreement is:</p>	<p>Name/Title: <u>Span Odle / Compliance Director</u> Mailing Address: <u>4676 N. Wickham Rd.</u> City / State / Zip: <u>Melbourne, FL 32935</u> Telephone #: <u>321-253-4430</u> Fax#: <u>321-253-1993</u> Email address: <u>sodle@brevardalz.org</u> Vendor Website address: <u>brevardalz.org</u></p>
<p>The street address where financial and administrative records for the Vendor are maintained is:</p>	<p>Street Address: <u>4676 N. Wickham Rd.</u> City / State / Zip: <u>Melbourne, FL 32935</u></p>
<p>The Vendor representative to whom billing questions/problems should be addressed is:</p>	<p>Name / Title: <u>Christy Tucker / Billing</u> Mailing Address: <u>4676 N. Wickham Rd.</u> City / State / Zip: <u>Melbourne, FL 32935</u> Telephone #: <u>321-253-4430</u> Fax#: <u>321-253-1993</u> Email Address: <u>ctucker@brevardalz.org</u></p>
<p>The Vendor name, as shown on page 1 of this agreement and mailing address of official payee to whom the payment shall be made is:</p>	<p>Please make checks payable to: <u>Brevard Alzheimers Foundation</u> Mailing Address: <u>4676 N. Wickham Rd.</u> City / State / Zip: <u>Melbourne, FL 32935</u></p>

2023 / 2024 SCHEDULE OF SERVICES AND RATES

Vendors are encouraged to match funds during the Vendor Agreement period. A 10% match is recommended. All rates are effective July 1, 2023 to June 30, 2024.

VENDOR: Brevard Alzheimer's Foundation

COMMUNITY CARE FOR THE ELDERLY – CCE/HCE			
SERVICES	Vendor Standard Rate	10% Suggested In-Kind Contribution	Reimbursement Rate
Adult Day Care	11	11	10
Chore			
Companion			
Emergency Alert Response – Install			
Emergency Alert Response – Monthly Service (per day)			
Home Delivered Meals			
Home Nursing			
Homemaker			
Personal Care			
Pest Control – Initial Application			
Pest Control – Monthly Maintenance			
In Home Respite			
Specialized Medical Equipment & Supplies			
Transportation CCE (per one way ride-Space Coast Area Transit Only)			



 AUTHORIZED SIGNATURE _____ DATE 6-16-23

 PRINTED NAME _____

2023 / 2024 SCHEDULE OF SERVICES AND RATES

Vendors are encouraged to match funds during the Vendor Agreement period. A 10% match is recommended. All rates are effective July 1, 2023 to June 30, 2024.

VENDOR: Brevard Alzheimer's Foundation

SENIORS ASSISTANCE PROGRAM – OAA Title IIIB CAREGIVER SUPPORT PROGRAM – OAA Title III E			
SERVICES	Vendor Standard Rate	10% Suggested In-Kind Contribution	Reimbursement Rate
Adult Day Care	11	11	11.10
Chore			
Companion			
Emergency Alert Response – Install			
Emergency Alert Response – Monthly Service (per day)			
Home Delivered Meals			
Home Nursing			
Homemaker			
Personal Care			
Pest Control – Initial Application			
Pest Control – Monthly Maintenance			
In Home Respite			
Specialized Medical Equipment & Supplies			
Transportation (per one way ride) for OAA Title IIIB non congregate meal clients.	9	0.90	9.10


 AUTHORIZED SIGNATURE _____ DATE 6/16/23

 PRINTED NAME _____

SINGLE POINT OF CONTACT FOR DEAF OR HARD OF HEARING CLIENTS

Brevard Alzheimer's Foundation

has fewer than 15 employees and is exempt from Section 504 of the Rehabilitation Act of 1973, 20 U.S.C. 794, as implemented by 45 C.F.R. Part 84 and the Americans with Disabilities Act of 1990, 42 U.S.C. 12131, as implemented by 28 C.F.R. Part 35.

has more than 15 employees. The designated single point of contact for the company/agency is:

Name: Russell Seck

Phone: 321-253-4430

Email: RSeck@BrevardAlz.org

Signed By: 

Name: Heather Manna
(printed or typed)

Title: Exec. Dir.

Date: 6-16-23

CERTIFICATION REGARDING DATA INTEGRITY COMPLIANCE

The undersigned, an authorized representative of the Vendor named in the Vendor Agreement to which this form is an attachment, hereby certifies that:

1. The Vendor has management systems capable of providing certain information, including:
 - a. Accurate, current, and complete disclosure of all services provided to each client funded by Aging Matters in Brevard in accordance with the prescribed reporting requirements
 - b. The source authorization for all Aging Matters in Brevard funded services to individual clients
2. Management Information Systems used by the Vendor or any outside entity on which the Vendor is dependent for data that is to be reported, transmitted or calculated, have been assessed and verified to be capable of processing data accurately, including year / date dependent data. For any systems identified to be non-compliant, the Vendor will take immediate action to assure data integrity.
3. If this Vendor Agreement includes the provision of hardware, software, firmware, microcode or imbedded chip technology, the undersigned warrants that these products are capable of processing year – date dependent data accurately. All versions of these products offered by the Vendor, represented by the undersigned, will be verified for accuracy and integrity of data prior to transfer.

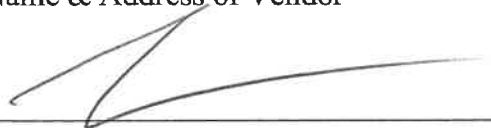

In the event of any decrease in functionality related to time and date related codes and internal subroutines that impede the hardware or software programs from operating properly, the Vendor agrees to immediately make required corrections to restore hardware and software programs to the same level of functionality as warranted herein, at no charge to Aging Matters in Brevard, and without interruption to the ongoing business of Aging Matters in Brevard.

4. The Vendor under this Vendor Agreement warrants its policies and procedures include a disaster plan to provide for service delivery to continue in case of an emergency including emergencies arising from data integrity compliance issues.

The Vendor shall require that the language of this certification be included in all sub-agreements and that all sub-contractors shall certify compliance accordingly.

Brevard Alzheimer's Foundation, 4676 No. Wickham Road, Melbourne, FL 32935

Name & Address of Vendor

	Exec. Dir.	6-10-23
Signature	Title	Date
Name of Authorized Signer (Printed or Typed) 		

BACKGROUND SCREENING AFFIDAVIT OF COMPLIANCE

This form is required annually of all Vendors to comply with the attestation requirements set forth in section 435.05(3), Florida Statutes.

- The term employer means any person or entity required by law to conduct background screening, including but not limited to, Area Agencies on Aging, Aging Resource Centers, Aging and Disability Resource Centers, Lead Agencies, Long-Term Care Ombudsman Program, Serving Health Insurance Needs of Elder Program, Service Providers, Diversion Providers, sub-contract Vendors, and any other person or entity which hires employees or has volunteers in service who meet the definition of a direct service provider . See 435.02, 430.0402, Fla. Statutes
A direct service provider is "a person 18 years of age or older who, pursuant to a program to provide services to the elderly, has direct, face-to-face contact with a client while providing services to the client and has access to the client's living area, funds, personal property, or personal identification information as defined in s. 817.568. the term includes coordinators, managers, and supervisors of residential facilities; and volunteers." 430.0402(1)(b), Fla. Stat.

ATTESTATION:

As the duly authorized representative of Brevard Alzheimer's Foundation

Vendor Company / Agency Name

located at 4676 No. Wickham Road, Melbourne, FL 32935
Street Address City State Zip Code

I, Tracy Teamman do hereby affirm under penalty of perjury
Name of Representative

That the above named employer/vendor is in compliance with the provisions of Chapter 435 and section 430.0402, Florida Statutes, regarding level 2 background screening.

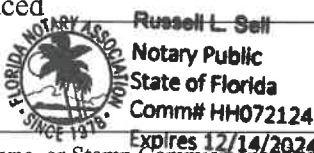
Signature of Representative Date 6.16.23

Florida Brevard
STATE OF COUNTY OF

Sworn to (or affirmed) and subscribed before me this 16th day of June 2023, by

Tim Timmermann (Name of Representative) who is personally known to me or

produced as proof of identification.



Print, Type, or Stamp Commissioned Name of Notary Public


Russell L. Sell 6/16/23
Notary Public

exp 12/14/24 Initial

VERIFICATION OF EMPLOYMENT STATUS CERTIFICATION

I Timothy Timmerman certify Brevard Alzheimer's Foundation
Vendor Representative *Vendor Company / Agency Name*

will use the U.S. Department of Homeland Security's E-verify system to verify the employment of all new employees hired by Brevard Alzheimer's Foundation during the period of this Vendor Agreement.
Vendor Company / Agency Name

 6-16-23
Signature (Same as Vendor Agreement signature) Date

Exec. Dir.
Title

Brevard Alzheimer's Foundation
Vendor Company / Agency Name

Addendum

BUSINESS ASSOCIATE AGREEMENT

The parties to this Attachment agree that the following provisions constitute a business associate agreement for purposes of complying with the requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA). This Attachment is applicable if the Vendor is a business associate within the meaning of the Privacy and Security Regulations, 45 C.F.R. 160 and 164.

The Vendor certifies and agrees as to abide by the following:

1. **Definitions.** Unless specifically stated in this Attachment, the definition of the terms contained herein shall have the same meaning and effect as defined in 45 C.F.R. 160 and 164.
 - a. **Protected Health Information.** For purposes of this Attachment, protected health information shall have the same meaning and effect as defined in 45 C.F.R. 160 and 164, limited to the information created, received, maintained or transmitted by the Vendor from, or on behalf of, the Agency.
 - b. **Security Incident.** For purposes of this Attachment, security incident means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system and includes any event resulting in computer systems, networks, or data being viewed, manipulated, damaged, destroyed or made inaccessible by an unauthorized activity.
2. **Applicability of HITECH and HIPAA Privacy Rule and Security Rule Provisions.** As provided by federal law, Title XIII of the American Recovery and Reinvestment Act of 2009 (ARRA), also known as the Health Information Technology Economic and Clinical Health (HITECH) Act, requires a Business Associate (Vendor) that contracts with the Agency, a HIPAA covered entity, to comply with the provisions of the HIPAA Privacy and Security Rules (45 C.F.R. 160 and 164) and comply with 45 C.F.R. 162 as applicable.
3. **Use and Disclosure of Protected Health Information.** The Vendor shall comply with the provisions of 45 CFR 164.504(e)(2)(ii). The Vendor shall not use or disclose protected health information other than as permitted by this Contract or by federal and state law. The sale of protected health information or any components thereof is prohibited except as provided in 45 CFR 164.502(a)(5). The Vendor will use appropriate safeguards to prevent the use or disclosure of protected health information for any purpose not in conformity with this Contract and federal and state law. The Vendor will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic protected health information the Vendor creates, receives, maintains, or transmits on behalf of the Agency.
4. **Use and Disclosure of Information for Management, Administration, and Legal Responsibilities.** The Vendor is permitted to use and disclose protected health information received from the Agency for the proper management and administration of the Vendor or to carry out the legal responsibilities of the Vendor, in accordance with 45 C.F.R. 164.504(e)(4). Such disclosure is only permissible where required by law, or where the Vendor obtains reasonable assurances from the person to whom the protected health information is disclosed that: (1) the protected health information

will be held confidentially, (2) the protected health information will be used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and (3) the person notifies the Vendor of any instance of which it is aware in which the confidentiality of the protected health information has been breached.

5. Disclosure to Third Parties. The Vendor will not divulge, disclose, or communicate protected health information to any third party for any purpose not in conformity with this Contract without prior written approval from the Agency. The Vendor shall ensure that any agent, including a subcontractor, to whom it provides protected health information received from, or created or received by the Vendor on behalf of the Agency, agrees to the same terms, conditions, and restrictions that apply to the Vendor with respect to protected health information. The Vendor's subcontracts shall fully comply with the requirements of 45 CFR 164.314(a)(2)(iii).
6. Access to Information. The Vendor shall make protected health information available in accordance with federal and state law, including providing a right of access to persons who are the subjects of the protected health information in accordance with 45 C.F.R. 164.524.
7. Amendment and Incorporation of Amendments. The Vendor shall make protected health information available for amendment and to incorporate any amendments to the protected health information in accordance with 45 C.F.R. 164.526.
8. Accounting for Disclosures. The Vendor shall make protected health information available as required to provide an accounting of disclosures in accordance with 45 C.F.R. 164.528. The Vendor shall document all disclosures of protected health information as needed for the Agency to respond to a request for an accounting of disclosures in accordance with 45 C.F.R. 164.528.
9. Privacy Protection. The Vendor shall permit an individual to request a restriction on the use and disclosure of protected health information about the individual to carry out treatment, payment, or health care operations; and disclosures permitted under 164.510(b) in accordance with 45 C.F.R. 164.522. The Vendor shall permit an individual to request to receive communications of protected health information from the Vendor by alternative means or at alternative locations in accordance with 45 C.F.R. 164.522.
10. Access to Books and Records. The Vendor shall make its internal practices, books, and records relating to the use and disclosure of protected health information received from or created or received by the Vendor on behalf of the Agency, available to the Secretary of the Department of Health and Human Services ("HHS") or the Secretary's designee for purposes of determining compliance with the HHS Privacy Regulations.
- ii. Reporting. The Vendor shall make a good faith effort to identify any use or disclosure of protected health information not provided for in this Contract.
 - a. To Agency. The Vendor will report to the Agency in the manner and format obtained from the Contract Manager or Agency contact, within ten (10) business days of discovery, any use or disclosure of protected health information not provided for in this Contract of which the Vendor is aware. The Vendor will report to the Agency in the manner and format obtained from the Contract Manager or Agency contact, within twenty-four (24) hours of discovery, any security incident.

of which the Vendor is aware. A violation of this paragraph shall be a material violation of this Contract. Such notice shall include the identification of everyone whose unsecured protected health information has been or is reasonably believed by the Vendor to have been, accessed, acquired, used, or disclosed during such breach.

- b. To Individuals. In the case of a breach of protected health information discovered by the Vendor, the Vendor shall first notify the Agency of the pertinent details of the breach and upon prior review by the Agency shall notify each individual whose unsecured protected health information has been or is reasonably believed by the Vendor to have been, accessed, acquired, used or disclosed as a result of such breach. Such notification shall be in writing by first-class mail to the individual (or the next of kin if the individual is deceased) at the last known address of the individual or next of kin, respectively, or, if specified as a preference by the individual, by electronic mail. Where there is insufficient, or out-of-date contact information (including a phone number, email address, or any other form of appropriate communication) that precludes written (or, if specifically requested, electronic) notification to the individual, a substitute form of notice shall be provided, including, in the case that there are 10 or more individuals for which there is insufficient or out-of-date contact information, a conspicuous posting for a period of at least 90 days on the Web site of the covered entity involved or notice in major print or broadcast media, including major media in the geographic areas where the individuals affected by the breach likely reside. In any case deemed by the Vendor to require urgency because of possible imminent misuse of unsecured protected health information, the Vendor may also provide information to individuals by telephone or other means, as appropriate.

- c. To Media. In the case of a breach of protected health information discovered by the Vendor where the unsecured protected health information of more than 500 persons is reasonably believed to have been, accessed, acquired, used, or disclosed, after prior review by the Agency, the Vendor shall provide notice to prominent media outlets serving the State, relevant portion of the State, or jurisdiction involved.

- d. To Secretary of Health and Human Services (HHS). The Vendor shall cooperate with the Agency to provide notice to the Secretary of HHS of unsecured protected health information that has been acquired or disclosed in a breach.
 - i. Vendors Who Are Covered Entities. In the event of a breach by the Vendor, or a contractor or subcontractor of the Vendor, and the Vendor is a HIPAA covered entity, the Vendor, not the Agency, shall be considered the covered entity for purposes of notification to the Secretary of HHS pursuant to 45 CFR 164.408. The Vendor shall be responsible for filing the notification to the Secretary of HHS and will identify itself as the covered entity in the notice. If the breach was with respect to 500 or more individuals, at least 5 business days prior to filing notice with the Secretary of HHS the Vendor shall provide a copy of the notice and breach risk assessment to the Agency for review. Upon prior review by the Agency of the notice and breach risk assessment, the Vendor shall file the notice with the Secretary of HHS within the notification

timeframe imposed by 45 C.F.R. 164.408(b) and contemporaneously submit a copy of said notification to the Agency. If the breach was with respect to less than 500 individuals, the Vendor shall notify the Secretary of HHS within the notification timeframe imposed by 45 C.F.R. 164.408(c) and shall contemporaneously submit a copy of said notification to the Agency.

- e. Content of Notices. All notices required under this Attachment shall include the content set forth in 42 U.S.C. 17932(f) and 45 C.F.R. 164 Subpart D, except those references therein to a "covered entity" shall be read as references to the Vendor.
 - f. Financial Responsibility. The Vendor shall be responsible for all costs related to the notices required under this Attachment.
 - g. Other Reporting. The Vendor shall comply with any other applicable reporting requirements in conformity with federal and state laws. If notifications are made under any such laws, copies of said notifications shall be provided contemporaneously to the Agency.
12. Mitigation. Vendor shall mitigate, to the extent practicable, any harmful effect that is known to the Vendor of a use or disclosure of protected health information in violation of this Attachment.
13. Termination. Upon the Agency's discovery of a material breach of this Attachment, the Agency shall have the right to assess liquidated damages as specified elsewhere in the contract to which this Attachment is included, and/or to terminate this Contract.
14. Effect of Termination. At the termination of this Contract, the Vendor shall return all protected health information that the Vendor still maintains in any form, including any copies or hybrid or merged databases made by the Vendor; or with prior written approval of the Agency, the protected health information may be destroyed by the Vendor after its use. If the protected health information is destroyed pursuant to the Agency's prior written approval, the Vendor must provide a written confirmation of such destruction to the Agency. If return or destruction of the protected health information is determined not feasible by the Agency, the Vendor agrees to protect the protected health information and treat it as strictly confidential.

The Vendor has caused this Attachment to be signed and delivered by its duly authorized representative, as of the date set forth below.

Covered Entity: Aging Matters in Brevard

By: 
(Signature)

Date: 7/9/23

Business Associate: Brevard Alzheimer's Foundation

By: 
(Signature)

Date: 7/31/23