

**AGREEMENT FOR  
COMMUNITY CARE FOR THE ELDERLY (CCE)  
EMERGENCY ALERT RESPONSE (EAR) SERVICES**

THIS AGREEMENT is made and entered into by and between the COUNTY OF MANATEE, a political subdivision of the State of Florida, hereinafter referred to as the "County," with offices located at 1112 Manatee Avenue West, Bradenton, Florida, 34205-7804, and ADT Security Services, Inc., hereinafter referred to as "the Provider", duly authorized to conduct business in the State of Florida, with offices located at 32100 U. S. Highway #19, North, Palm Harbor, FL 34684.

WHEREAS, the County has determined that it is necessary, expedient and in the best interest of the County to retain, obtain or employ the Provider to render and perform professional services in the manner set forth in this Agreement; and

WHEREAS, the County caused a public announcement to be made, distributed and published, requesting proposals (RFP #10-1166FL), for the selection of a provider of professional services in the manner set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations contained herein, the parties hereto agree as follows:

ARTICLE 1: SCOPE OF SERVICE. The Provider covenants and represents to County that Provider shall provide services as described in Attachment A, hereinafter referred to as the "Scope of Services".

ARTICLE 2: CONTRACT DOCUMENTS. The Provider shall comply with the following attachments which are attached and made a part of this Agreement:

- Attachment "A" --- Scope of Services
- Attachment "B" --- Compensation and Payments
- Attachment "C" --- Special Conditions
- Attachment "D" --- Insurance Certificate

In the event of a conflict between the terms and conditions provided in Articles in this part of the Agreement and any attachment or exhibit, the Provisions contained within these Articles shall prevail unless the term or provision in the attachment or exhibit specifically states that it shall prevail.

ARTICLE 3: LIMITATION OF COSTS AND PAYMENTS. Provider shall be paid by County an amount in accordance with Attachment B for the provision of the Scope of Services. Provider has been advised that no Provider or employee of the County may authorize an increase in the above amount as evidenced by the initials of Provider's representative in the margin. Any increase in total compensation must be authorized in writing by the Board of County Commissioners.

ARTICLE 4: CONTRACT TERM. A. Unless renewed or terminated as provided in this Agreement, this Agreement shall be for a period of one year, commencing July 1, 2010 and ending June 30, 2011.

B. Renewals or extensions of this Agreement, if any, shall be as specified in Attachment "C" Special Conditions.

ARTICLE 5: TERMINATION. A. This Agreement may be terminated by either party for any reason or for no reason by giving to the other party no less than ninety (90) days written notice of intent to terminate. County may terminate this Agreement immediately by delivery of written notice to Provider upon determining that Provider has failed to comply with the terms of this Agreement. If Provider fails to comply with the terms of this Agreement, the Contract Administrator may, upon written notification to Provider withhold payment until Provider complies with the conditions or terms. The notice shall specify the manner in which the Provider has failed to comply with this Agreement.

B. Upon expiration or termination of this Agreement for any reason, the Provider shall prepare all final reports and documents required by the terms of the Agreement up to the date of termination. Provider's final request for payment and other documents required shall be submitted to County within fifteen (15) calendar days after termination of this Agreement. County shall not be responsible for any charges, claims or demands not received within the fifteen (15) day period.

ARTICLE 6: NOTICES. All notices or written communications required or permitted hereunder shall be deemed to have been given when received if hand delivered or when deposited in the U.S. mail, postage paid and addressed as follows:

If mailed to Provider: ADT Security Services, Inc.  
Attn: Martin Levenson, HHSS Director  
32100 U. S. Highway #19, North  
Palm Harbor, FL 34684

If by hand delivery: ADT Security Services, Inc.  
Attn: Martin Levenson, HHSS Director  
32100 U. S. Highway #19, North  
Palm Harbor, FL 34684

If mailed to County: Manatee County Government  
Community Services Department  
Attn: Director  
1112 Manatee Avenue West  
Bradenton, FL 34205

If by hand delivery: Manatee County Government  
Community Services Department  
Attn: Director  
1112 Manatee Avenue West  
Bradenton, FL 34205

Notice of termination or withholding of payment shall be served by certified or registered mail, return receipt requested or by hand delivery.

#### ARTICLE 7: GENERAL CONDITIONS.

##### A: MAINTENANCE OF RECORDS.

i. Provider shall maintain records, accounts, property records, and personnel records in accordance with generally accepted accounting principles, as deemed necessary by County to assure proper accounting of funds and compliance with the provisions of this Agreement.

ii. Provider shall provide County all necessary information, records and contracts required by this Agreement as requested by County for monitoring and evaluating services. Provider's information shall be made available to County for audit, inspection or copying during normal business hours and as often as County may deem necessary, except for client records protected by client confidentiality rules or regulations established by State or Federal law. In cases where client confidentiality applies, Provider shall provide requested records in a fashion which maintains confidentiality. County shall have the right to obtain and inspect any audit pertaining to the performance of this Agreement or License made by any local, State or Federal Agency. Provider shall retain all of its records and supporting documents related to this Agreement in accordance with all applicable laws, rules and regulations; in the absence of any other requirement, such records and supporting documents will be retained by Provider for at least three (3) years after the termination of this Agreement.

B: COMPLIANCE WITH LAWS; NON-DISCRIMINATION. The performance of this Agreement shall be in compliance with all applicable laws, orders and codes of Federal, State, and local governments and the Americans with Disabilities Act. Additionally Provider covenants and agrees that no person shall on the grounds of race, creed, color, handicap, national origin, sex, age, political affiliation or beliefs be excluded from participation in, be denied the benefits of employment by Provider, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available by the County.

C: LICENSES. Provider shall obtain any licenses required to provide the Scope of Services and maintain full compliance with any licensure requirements. Copies of reports provided to or by any licensing or regulatory agency shall be forwarded to the County within ten days after receipt by Provider.

D: CONTRACTUAL LIABILITY. The relationship of the Provider to the County shall be that of an independent Provider. Nothing herein contained shall be construed as vesting or delegating to the Provider or any of the officers, employees, personnel, Providers, or subproviders of the Provider any rights, interest or status as an employee of the County. The County shall not be liable to any person, firm or corporation that is employed by, contracts with or provides goods or services to the Provider in connection with the Scope of Services or for debts or claims accruing to such parties. Provider shall promptly pay, discharge or promptly take such action as may be necessary and reasonable to settle such debts or claims.

E: SUBPROVIDERS. Provider agrees that the Scope of Services shall be provided by employees of Provider and not by subproviders. Nothing herein shall preclude employment of personnel through a lease or similar arrangement with the approval of County's representative, or contracts or leases for materials, supplies, facilities and other support services for Provider's Scope of Services.

F: NON-ASSIGNABILITY. Provider may not assign, transfer, or encumber this Agreement or any right or interest in this Agreement.

G: PROVIDER'S REPRESENTATIVES. Within thirty (30) days from the date of execution of this Agreement by both parties, Provider shall provide the County with a list of representatives authorized to act on behalf of the Provider.

ARTICLE 8: INDEMNIFICATION. Provider shall indemnify, keep and save harmless the County, its Providers, officials and employees, against all injuries, deaths, losses, damages, claims, patent claims, suits, liabilities, judgements, costs and expenses, which may accrue against the County arising out of the performance of or failure to perform the Scope of Services required by this Agreement or the terms of this Agreement, whether or not it shall be alleged or determined that the act was caused through negligence or omission of the Provider or its employees, or of the subproviders or its employees, if any. Provider shall pay all charges of attorneys and all costs and other expenses incurred in connection therewith, and if any judgement shall be rendered against the County in any such action, the Provider shall, at its own expense, satisfy and discharge the same. Provider expressly understands and agrees that any performance bond or insurance protection required by this Agreement, or otherwise provided by Provider, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County as herein provided.

The indemnity hereunder shall continue until such time as any and all claims arising out of Provider's performance or failure to perform under this Agreement have been finally settled, regardless of when such claims are made.

In the event that any action, suit or proceeding is brought against the County upon any liability arising out of this Agreement, County at once shall give notice thereof in writing to Provider at the above listed address. Upon receipt of notice, Provider, at its own expense, may defend against such action and take all such steps as may be necessary or proper to prevent a judgement against the County. Nothing in this Agreement shall be deemed to affect County's right to provide its own

defense and to recover from Provider attorneys fees and expenses associated with such representation or the rights, privileges and immunities of the County as set forth in Florida Statute 768.28.

ARTICLE 9: INSURANCE. Without limiting any of the other obligations or liabilities of the Provider, the Provider shall, at the Provider's sole expense, procure, maintain and keep in force amounts and types of insurance conforming to the nature and type represented by the Certificates of Insurance attached hereto as Attachment D. Upon due notice from County, Provider shall procure additional insurance as may reasonably be requested by the County to protect the County from liability.

Until such time as the insurance is no longer required, the Provider shall provide the County with renewal or replacement certificates of insurance not less than 15 days prior to the expiration or replacement of the insurance for which a previous certificate has been provided. In the event a renewal or replacement certificate is not available Provider shall, not less than 15 days prior to expiration of any existing policy, provide County with evidence of a binder proving continuation of coverage and a new certificate as reasonably soon as possible.

Manatee County, a political subdivision of the State of Florida, shall be named as an additional insured on the certificate of insurance evidencing commercial general liability coverage. Further, Manatee County will be provided with copies of all underlying additional insured endorsements. County shall be under no obligation to pay Provider for any services provided or for any costs associated with Provider's Scope of Services for any period of time not covered by the insured required under this Agreement.

ARTICLE 10: COUNTY'S CONTRACT ADMINISTRATOR. Director, Community Services Department or such other employee as may be designated in writing by the County's Purchasing Manager shall serve as County's Contract Administrator and is authorized to interpret this Contract and designate such additional employees as may be required to monitor Provider's performance, provide technical assistance, and assume other administrative duties associated with the implementation of this Agreement. Disputes over any provision not satisfactorily resolved with the Contract Administrator shall be referred to the Purchasing Manager or his designee.

ARTICLE 11: AMENDMENTS. This Agreement may not be modified, amended or extended orally. This Agreement may be amended only by written agreement executed by the governing bodies of both parties.

ARTICLE 12: SEVERABILITY. In the event that any paragraph of this Agreement is adjudged by a court of competent jurisdiction to be invalid, such adjudication shall not affect or nullify the remaining paragraphs hereof, but shall be confined solely to the paragraphs involved in such decision.

ARTICLE 13: HEADINGS. All articles and descriptive headings of paragraphs in this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.

ARTICLE 14: AUTHORITY TO EXECUTE. Each of the parties hereto covenants to the other party that it has lawful authority to enter into this Agreement and has authorized the execution of this Agreement by the party's authorized representative.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement for Community Care for the Elderly (CCE) Emergency Alert Response (EAR) Services to be duly executed, in duplicate, by their authorized representatives.

**ADT SECURITY SERVICES, INC.**

By: Martin E. Levenson

Print Name: Martin E. Levenson  
ADT HHSS Director,  
Title: Program Development

Date: June 24, 2010

**MANATEE COUNTY GOVERNMENT**

By: Karen Windon for the County

Print Name: KAREN WINDON

Title: DEPUTY COUNTY ADMINISTRATOR

Date: 6/30/10

## ATTACHMENT "A" - SCOPE OF SERVICES

### **I. General Scope of Service**

- A. The Scope of Service is contingent upon the availability of funds from the West Central Florida Area Agency on Aging, Inc. The Board of County Commissioners of Manatee County, as County Lead Agency for the Community Care for the Elderly (CCE) calls for the provision of Emergency Alert Response (EAR) equipment to monitor frail homebound elderly persons (client).
1. To provide twenty four (24) hour, seven (7) days a week surveillance in a waterproof portable wireless button (EAR Unit).
  2. Response to the Client generated emergency signal by the Emergency Response Center via electronic surveillance.
  3. Emergency telephone communication from the Emergency Response Center to local emergency agencies such as 911, police or fire departments who are capable of directing emergency services to the Client's home.
  4. To provide care with minimal disruption in the Client's life style so the Client may remain at home.

### **II. Emergency Alert Response Units of Service**

- A. Monitoring service is to be delivered from July 1, 2010 to June 30, 2011 with provision for extension of Proposal for two (2) additional twelve (12) month periods. This extension is at the discretion of the Board of County Commissioners and the availability of funds, as determined by the County and the West Central Florida Area Agency on Aging.

### **III. Provider Requirements and Responsibilities**

- A. Emergency Alert Response Service is the accomplishment of a community based electronic surveillance service which monitors the frail homebound elderly persons by means of an electronic communication link with a emergency response center.
- B. Home unit equipment specifications:
1. The home unit shall consist of a waterproof portable button, carried by the Client and a communicator, attached to the Client's existing telephone. Batteries and telephone jack installation fees are costs incurred by the Provider. All equipment is to be Federal Communication Commission (FCC) approved and both the button and communicator must have proper identification numbers.



2. The portable button shall be capable of sending a wireless signal, up to two hundred (200) feet, to a receiver located in the communicator.
3. The communicator shall have a receiver to receive the wireless signal, a manual button for signaling an alarm directly, a reset button for signaling the arrival of help, a digital dialer, a rechargeable battery pack with charger and timer for indicating a specified period of inactivity in the home and ten (10) hours of backup in case of a power outage.
4. The communicator shall be attached to the telephone line and shall not interfere with the normal use of the telephone. It shall have the capability of automatically seizing the telephone line even if the adjacent telephone is off the hook, dialing the number of the Emergency Response Center and giving identifying information that indicates the person having an emergency.
5. The communicator shall be capable of looking for a ready signal to ensure that it is on-line with the Emergency Response Center and a confirmation signal to ensure that the message has been received. If either of these signals is not received, the communicator must be capable of hanging up and trying again until the message has been received.
6. The system shall be useful for the visually and hearing impaired. The communicator, when activated must give visual and audible indications of the system's operation. The visual flashing light shall assist the responder to activate the reset bottom.
7. The communicator shall have a timer that allows the Client to automatically activate a signal after a specified period of inactivity in the home. The timer must have the capability of being turned off manually or at set intervals and reset by activity in the home, such as when the telephone is off the hook, or when the manual reset button is pressed. Prior to sending a time-out alarm, the communicator shall be capable of giving visual and audible signals for several minutes, prompting the Client to reset the timer. The unit shall be able to be turned off when the Client leaves the home without affecting other modes of operation.
8. The communicator shall have a battery to provide at least ten (10) hours of operation in the event of a power failure. The battery shall then automatically recharge.
9. The communicator shall have a self diagnostic program which it performs once in each twenty four (24) hour period with the Emergency Response Center with an activation required by the Client.

C. Twenty four (24) hour monitoring equipment specification:

1. The Emergency Response Center's equipment shall consist of a primary receiver, a backup receiver, a clock printer, a backup power supply and a telephone line monitor. The system shall be capable of continuing operations when a single element fails without causing a loss of a signal.
2. The primary receiver and backup receiver shall be independent and interchangeable. Signals shall have the capability of being received and processed with only one of the receivers on-line. When a call comes into the Emergency Response Center, the receiver shall verify receipt of the message by comparing multiple transmissions. When the message is verified a confirmation signal is sent and the telephone line is released. The receivers shall have an audible signal to indicate a message is being received and a digital message shall be visibly displayed by the receiver.
3. The printer shall be capable of printing out the time and date of the emergency signal, the Client's identification code, and emergency codes indicating active or passive alarm or responder reset.
4. The backup power supply shall provide for in excess of six (6) hours of Emergency Response Center operation in the event of a power failure.
5. The telephone line monitor shall be capable of giving visual and audible signals if the incoming telephone line is disconnected for more than ten (10) seconds.
6. Provider shall support all functions of the Home Unit as specified in paragraph 3 above.

D. Each Provider must submit written procedures for the following:

1. Procedures for performing Emergency Alert Response Services.
2. Specific procedures when an emergency signal is received.
3. Ensuring that adequate records are maintained to record and evaluate Emergency Alert Response Service for responsible fiscal management and to provide timely and accurate data, for inclusion into the Client Information Registration and Tracking System (CIRTS) by the County's Community Care for the Elderly (CCE) Lead Agency; and reports in accordance with Department of Elder Affairs requirements.

**V. Training Requirements**

- A. Provider shall provide pre-service training to all Emergency Response Center personnel on site in all operational aspects of the equipment, subscriber installation, equipment testing, and program implementation. Areas to be covered must be appropriate to job responsibilities. Training topics shall include but not limited to the record keeping system, emergency procedures, recognizing changes in Client's condition or behavior, job responsibilities, project policies and procedures. Pre-Service Training shall be documented in the Providers records as to content, duration and the individuals providing the training. The provider shall place in the employees personnel file the subjects that have been covered and the number of training hours received.
- B. Provider shall develop in-service training for each position which identifies the training materials, course content and number of hours to be covered. A total of four hours per year of in-service training is required. Content and duration shall be documented by the Provider in staff personnel records.

**VI. Special Conditions**

- A. Provider responding to this Request for Proposals for Emergency Alert Response Service must be appropriately licensed or registered with the Department of Professional Regulation, as applicable and required within the State of Florida. A copy of the appropriate license must be submitted with the response to this Proposal.
- B. Provider shall maintain detailed technical materials relating to the operational aspects and program elements of the system including technical specifications, installation, equipment testing, field coordination, physical arrangement of equipment, installation of all elements, testing procedures, emergency reporting and response procedures, servicing, equipment functioning response protocol, record keeping and reporting procedures, and written emergency procedures to be followed in the event of a crisis during the course of the monitoring.
- C. Provider must be able to install emergency alert units within ten (10) calendar days after authorization has been made by the Case Manager.
- D. Provider shall have a fully operational office, deliver monitoring service twenty four (24) hours per day, seven (7) days a week, installation service shall be Monday through Friday from 8:00 A.M. to 5:00 P.M., with sufficient staff to deliver, install, repair, monitor, supervise and administer services not later than July 1, 2010. The Provider shall have emergency procedures whereby the Provider can be contacted after normal working hours should an emergency arise.

- E. Provider shall have a staff member designated as the Emergency Alert Response (EAR) Supervisor and telephone contact person for the County Case Managers. This person shall be available from 8:00 A.M. to 5:00 P.M., Monday through Friday, excluding holidays.
- F. Provider shall train the Client in the operation of the EAR Unit at the time the equipment is installed in the Client's home. This shall include a demonstration and test of the EAR Unit. Written material in large print, which is easy to read, shall be given to the Client describing the use of the EAR Unit. Provider shall have the Client sign a statement that training in the proper use of the EAR Unit was received at the time of installation. This shall be placed in the Client's folder at the Emergency Alert Response Center.
- G. Provider shall comply with provisions contained in Department of Children and Family (DCF) Manual 0-10-1 regarding the reporting of unusual incidents and utilize the Unusual Incident Report Form 251.
- H. Provider shall comply with EAR service standards pursuant to the Department of Elder Affairs Program and Services Manual Chapter III-10.
- I. Provider agrees that a unit of service delivered to a Client shall be documented daily, the Client's name recorded on the invoice with the monthly total of units provided to each individual Client.
- J. Provider shall have a person who speaks Spanish at the center or on call to respond to Spanish speaking Clients twenty four (24) hours a day seven days a week.
- K. The Provider shall utilize the appeal procedures as outlined in the Department of Elder Affairs Programs and Services Manual and the CCE grant application through which providers and Clients may request a fair hearing. In each step of appeal procedure, a written response shall be mailed to the Provider within ten (10) working days of the receipt of the request. Provider can obtain a copy of the appeal procedures and request for a fair hearing from the County's Representative.
- L. The Provider shall be fully responsible for carrying out all functions assigned to it by the County under the terms of the agreement.
- M. The Provider shall comply with all requirements of the Health Insurance Portability and Accountability Act (HIPPA) of 1996 by agreeing to not use or disclose protected health information for any purpose other than what is allowable by contract to provide services to clients.

**VII. Liaison**

- A. The Provider shall be fully responsible for carrying out all functions assigned to it by the County under the terms of the Proposal, Contract and Agreement. All activities and decisions of the Provider shall be subject to review and approval by the County's Contract Manager.

**VIII. Performance Acceptance Procedures**

- A. During the entire duration of the Agreement, the County Contract Manager shall monitor the performance of the Provider in terms of delivery of services, quality of services delivered, meeting scheduled time frames for implementation of services, and reviewing pre-service and in-service training requirements. The Provider shall cooperate with and assist the County's Contract Manager or designee in the delivery of services monitoring review. When deficiencies are indicated, the Provider shall take immediate action to correct the deficiencies.

**IX. Definitions**

- A. County: Manatee County Government, Departments and Divisions.
- B. Provider: The entity retained by the County to perform Emergency Alert Response Services.
- C. Provider's Project Manager: The Provider's staff member with the overall responsibility and authority to make decisions on behalf of the Provider regarding the services provided to the County in accordance with the Proposal, Contract and Agreement.
- D. DOEA: Department of Elder Affairs.
- E. WCFAAA: West Central Florida Area Agency on Aging.
- F. Community Care for the Elderly (CCE) Emergency Alert Response: Community based electronic surveillance service which monitors the frail homebound elderly by means of an electronic communication link with a emergency response center.
- G. FDLE: Florida Department of Law Enforcement.
- H. DCF: State Department of Children and Families Services

**ATTACHMENT "B" - COMPENSATION AND PAYMENTS**

1. The Provider shall be paid by the County for the actual number of EAR units of service it has provided during the period. Compensation payable to the Provider for performing the scope of services shall not exceed \$14,610.
2. The Provider shall be paid on a monthly basis. The Provider shall be paid at a rate of \$0.79 per EAR unit of service, and \$50 per new service installation provided in accordance with Attachment "A", and documented in accordance with #3 and #4 below. Year 2 rate \$0.80 and Year 3 rate \$0.81.
3. To receive compensation from the County, the Contractor shall submit a "Request For Payment" form provided by the County by 5:00 P.M., on the date identified below as Due to County. Late payment requests will only be accepted for the last seven (7) days of the billing cycle. To receive compensation from the County for all other late payment requests, the Provider shall submit a "Late Request For Payment" within five (5) working days (excluding County holidays) following the date identified below as "Due to County." Any "Late Request For Payment" received after this date shall not be honored by the County and the Provider shall not be compensated for the service provided.
4. The Provider shall submit a detailed invoice along with the "Request For Payment." The invoice shall clearly identify the services performed during the period including the dates of service, the client's name (first and last), the client's social security number, the number of units of service provided by date and the total units provided.
5. The billing cut-off dates shall be as follows:

<u>Month</u>	<u>Cut-Off Date</u>	<u>Number of Weeks</u>	<u>Due To Community Services</u>
July 2010	July 23, 2010	3 wks & 2 days	July 28, 2010
August 2010	August 27, 2010	5	September 1, 2010
September 2010	September 24, 2010	4	September 29, 2010
October 2010	October 22, 2010	4	October 27, 2010
November 2010	November 26, 2010	5	December 1, 2010
December 2010	December 24, 2010	4	December 29, 2010
January 2011	January 28, 2011	5	February 2, 2011
February 2011	February 25, 2011	4	March 2, 2011
March 2011	March 25, 2011	4	March 30, 2011
April 2011	April 22, 2011	4	April 27, 2011
May 2011	May 27, 2011	5	June 1, 2011
June 2011	June 30, 2011	4 wks & 4 days	July 5, 2011

6. All **daily** time sheets reviewed during the physical monitoring shall be **used** as supporting documentation to the monthly Request For Payment chosen to be reviewed and shall be **the original time sheets with original client signatures.**
7. County shall give Provider prompt notice of any dispute with respect to Provider's invoice.
8. The County shall remit payment for each invoice within forty-five (45) days after the receipt of an acceptable invoice.

## ATTACHMENT "C" - SPECIAL CONDITIONS

1. Provider shall meet the licensure certification or registration requirements set forth in F.S. Chapter 489, Part II with the Department of Professional Regulation (DPR). Provider shall submit a copy of their licensure certification or registration to the County Representative annually.
2. Provider shall maintain detailed technical materials relating to the operational aspects and program elements of the system including technical specifications, installation, equipment testing, field coordination, physical arrangement of equipment, installation of all elements, testing procedures, emergency reporting and response procedures, servicing, equipment functioning response protocol, record keeping and reporting procedures, and written emergency procedures to be followed in the event of a crisis during the course of the monitoring.
3. Provider shall have a fully operational office, open Monday through Friday from 8:00 A.M. to 5:00 P.M., with sufficient staff to deliver, install, repair, monitor, supervise and administer services. The Provider shall have emergency procedures whereby Provider can be contacted after normal working hours should an emergency arise.
4. Provider shall have a staff member designated as the Emergency Alert Response (EAR) Supervisor and a telephone contact person for the County's Case Managers. This person shall be available from 8:00A.M. to 5:00P.M. Monday through Friday, excluding holidays.
5. Provider shall train the Client in the operation of the EAR Unit at the time the equipment is installed in the Client's home. This shall include a demonstration and test of the EAR unit. Written material, in large print, which is easy to read shall be given to the Client describing the use of the EAR unit. Provider shall have the Client sign a statement that training in the purpose use of the EAR unit was received at the time of installation. This shall be placed in the Client's folder at the EAR Center.
6. The Provider shall comply with provisions contained in the DCF Manual 0-10-1 regarding reporting unusual incidents and utilize the Unusual Incident Report Form #251.
7. The Provider agrees to comply with the Emergency Alert Response service standards pursuant to the Department of Elder Affairs Programs and Services Manual, Chapter II-2.35, 2.36, and 2.37.
8. Provider agrees that a unit of service delivered to a Client shall be documented daily, the Client's name recorded on the invoice with the monthly total of units provided to each individual Client.



9. Provider shall have a person who speaks Spanish at the center or on call to respond to Spanish speaking Clients twenty four (24) hours a day seven days a week.
10. The Provider shall utilize the appeal procedures as outlined in the Department of Elder Affairs Programs and Service Manual and the CCE grant application through which Providers and clients may request a fair hearing. In each step of the appeal procedure a written response will be mailed to the Provider within ten (10) working days of the receipt of the request. The Provider may obtain a copy of the appeal procedures and request for a fair hearing from the County's Case Managers.
11. In the event the President of the United States, the Governor of the State of Florida or the Chairman of the Board of Commissioners declares a disaster or a state of emergency, the Provider shall permit the Department of Elder Affairs, or the County Administrator, or the County's Representative or their designee, to exercise authority over the Provider in order to implement emergency relief measures and/or activities to the elderly in the local disaster area. Only the Secretary or Deputy Secretary or his or her designee of the Department of Elderly Affairs or County Administrator or the County's Representative or their designee, shall have such authority to order the implementation of emergency relief measures. All actions directed by the Department of Elder Affairs or the County Administrator or the County's Representative or their designee, shall be for the purpose of ensuring the health, safety and welfare of the elderly in the disaster area.
12. Provider shall comply with Manatee County's Board of County Commissioners policy for maintaining a Drug Free Work Place.
13. The Provider shall have written policies and procedures pertaining to employees conduct to include but limited to:
  - a. Not accepting gifts from clients.
  - b. Not lending or borrowing money from clients.
  - c. Not selling or buying goods or services to or from clients.
  - d. Not giving clients home telephone numbers or addresses of employees or agent of the Provider.
  - e. Not disclosing any information concerning a client under this agreement for any purpose unless required by law or in conformity with Federal, State, or County regulations or requirements.
  - f. Reporting and notification by an employee when a client's personal property is broken by the employee.
  - g. Allegations of theft made by a client against an employee of the Provider and responsibilities for notification by the Provider to the County's Case Manager and the completion of a written incident report. If the employee is proven guilty by due process of law, payment to the client at full replacement value of any item(s) not returned or repair of the item(s) returned in damaged condition.

- h. Breakage of a client's personal property by an employee or agent of the Provider and the responsibilities for notification by the employee to the Provider and subsequent notification by the Provider to the County's Case Manager. The Provider shall repair or replace a client's personal property if broken or damaged by an employee or an agent of the Provider. The Provider shall also reassign the employee or agent if requested by the client.
14. The Provider shall by telephone contact the County's Fiscal Section by 1:00 P.M. on Tuesday of each week to report units of EAR service provided during the previous week.
15. The Provider shall, at the request of the County's Contract Administrator or designee, participate in periodic planning and evaluation sessions, client case reviews and training sessions presented by the County.
16. The Provider shall provide services to all geographic areas of Manatee County.
17. The Provider shall not impose fees upon clients; nor shall payments, contributions, gratuities be accepted from clients, by either the Provider or employees or agents of the Provider.
18. Compensation to the Provider by the County shall be made only for authorized EAR services per this Agreement for eligible clients.
19. The Provider shall complete the Civil Rights Compliance Questionnaire, Department of Elderly Affairs Forms 101 A and B, if fifteen (15) or more persons are employed by the Provider to provide services per this Agreement to eligible clients. The Provider can obtain the forms from the County's Case Manager.
20. Where activities supported by the Agreement produce original writing, sound recordings, pictorial reproductions, drawings or other graphic representations and works of any similar nature, the County and the Area Agency on Aging has the right to use duplicate and disclose such materials in whole or in part, in any manner, for any purpose whatsoever.
21. The Provider shall maintain adequate records in order to evaluate the EAR Service, provide for responsible fiscal management, provide timely and accurate data for inclusion into the Client Information and Tracking System (CIRTS) by the County's Representative and other reports in accordance with requirements of the Department of Elder Affairs and the West Central Florida Area Agency on Aging, Inc.
22. This Agreement may be renewed by the mutual agreement of the parties for two (2) additional one (1) year option periods. Such renewal shall be in writing, executed by the County's Contract Administrator and Contractor in the form of an Addendum to the agreement and approved by the Board of County Commissioners.

**ATTACHMENT "D" - INSURANCE CERTIFICATE**

# CERTIFICATE OF INSURANCE

CERTIFICATE NUMBER  
668109

**PRODUCER**

Marsh, Inc.  
1166 Avenue of the Americas  
New York, NY 10036  
Telephone (212) 345-5000

**INSURED**

ADT Security Services, Inc  
One Town Center Road  
Boca Raton, FL 33486  
United States

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE POLICY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN.

**COMPANIES AFFORDING COVERAGE**

- COMPANY A: AI South Insurance Co.
- COMPANY B: Commerce & Industry Ins Co
- COMPANY C: Fireman's Fund Insurance Company
- COMPANY D: Illinois National Insurance Co.
- COMPANY E: Insurance Company of the State of PA
- COMPANY F: Nat'l Union Fire Ins Co of Pittsburgh, PA
- COMPANY G: New Hampshire Ins. Co.

**COVERAGES**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE DESCRIBED HEREIN HAVE BEEN ISSUED TO THE INSURED NAMED HEREIN FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENTS, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THE CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES LISTED HEREIN IS SUBJECT TO ALL THE TERMS, CONDITIONS AND EXCLUSIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION	LIMITS		
G	<b>GENERAL LIABILITY</b>	GL 090-73-63 (Primary GL)	10/1/2009	10/1/2010	GENERAL AGGREGATE	\$2,000,000.00	
	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL</b>				PRODUCTS - COMP/OP AGG	\$2,000,000.00	
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCU				PERSONAL & ADV INJURY	\$1,000,000.00	
	<input type="checkbox"/> OWNER'S & CONTRACTOR'S				EACH OCCURRENCE	\$1,000,000.00	
					FIRE DAMAGE (Any one fire)	\$1,000,000.00	
					MED EXP (Any one person)	\$10,000.00	
F	<b>AUTOMOBILE LIABILITY</b>	CA 091-93-98 (MA)	10/1/2009	10/1/2010	COMBINED SINGLE LIMIT	\$1,000,000.00	
	<input checked="" type="checkbox"/> ANY AUTO	CA 091-93-97 (VA)	10/1/2009	10/1/2010			
	<input checked="" type="checkbox"/> HIRED AUTOS	CA 091-93-96 (AOS)	10/1/2009	10/1/2010			
	<input checked="" type="checkbox"/> NON-OWNED AUTOS						
A B D E F G G	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>  THE PROPRIETOR, PARTNERS/EXECUTIVE OFFICERS ARE	WC 060-16-8747 (CT,GA,PA,SC)	10/1/2009	10/1/2010	<input checked="" type="checkbox"/> NO STATUTORY LIMITS <input type="checkbox"/> OTHER	EL EACH ACCIDENT	\$2,000,000.00
		WC 060-16-8741 (FL)	10/1/2009	10/1/2010		EL DISEASE-POLICY LIMIT	\$2,000,000.00
		WC 060-16-8744 (MI)	10/1/2009	10/1/2010		EL DISEASE-EACH	\$2,000,000.00
		WC 060-16-8745 (AR,MA,VA)	10/1/2009	10/1/2010			
		WC 060-16-8742 (OR)	10/1/2009	10/1/2010			
		WC 060-16-8740 (CA)	10/1/2009	10/1/2010			
		WC 060-16-8748 (AOS)	10/1/2009	10/1/2010			
WC 060-16-8743 (TX)	10/1/2009	10/1/2010					
WC 060168746 (ND,NY,OH,WA,WI,WY)	10/1/2009	10/1/2010					
	<b>EXCESS LIABILITY</b>				GENERAL AGGREGATE		
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM				PRODUCTS - COMP/OP AGG		
	<input type="checkbox"/> UMBRELLA FORM				EACH OCCURRENCE		
	<b>PROPERTY</b>						
C C C	<b>OTHER</b>						
	Builder's Risk/Installation/Contract Works	OC 9112866	5/1/2009	5/1/2010	USD \$1,000,000.00 per jobsite		
	Rental Equipment/Contractor's Equipment	OC 9112866	5/1/2009	5/1/2010	USD \$1,000,000.00 per jobsite		
	Blanket Transit	OC 9112866	5/1/2009	5/1/2010	USD \$1,000,000.00 per conveyance		

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS**

NAI Number: 0091 Customer Number: 92741 Claim Number: 92741

**CERTIFICATE HOLDER**

Manatee County Community Services  
P.O.Box 1000 - Third Floor  
Bradenton, Florida 34206  
United States

**CANCELLATION**

SHOULD ANY OF THE POLICIES DESCRIBED HEREIN BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER AFFORDING COVERAGE, ITS AGENTS OR REPRESENTATIVES, OR THE ISSUER OF THIS CERTIFICATE.

MARSH USA INC. EY  
David Kong, Casualty Program

*Franklin Hallock*  
Franklin Hallock, Global Marine  
Transit Program

**VALID AS OF: 9/27/2009**