

Agreement #37-(7/14-12/14)-41

AGREEMENT

This is an Agreement by and between Luzerne County and the Wyoming County Board of Commissioners acting through the Area Agency on Aging for Luzerne and Wyoming Counties, hereinafter referred to as the AREA AGENCY ON AGING or AAA, and

**Luzerne County Transportation Authority (Shared Ride Program)
2009 Wyoming Avenue
Forty Fort, PA 18704**

hereinafter referred to as the Provider.

The parties hereto, intending to be legally bound hereby, mutually agree as follows:

TERM

1. The term of this Agreement shall commence on 07/01/14 and end on 12/31/14.
2. Regardless of the above term, continuation of this Agreement is subject to the availability of funds as determined by the AAA and the satisfactory compliance by the Provider with all other terms and conditions of this Agreement, as determined by the AAA.

SERVICES

3. The PROVIDER shall execute the following service(s): **Transportation.**

FUNDING

4. Subject to the availability of funds and all other terms and conditions of this Agreement, the AAA shall participate in expenditures up to a maximum contract cost of **\$23,000.00** (the "Cap"). AAA shall, from time to time, review the expenditures pursuant to this Agreement and shall make projections as to whether such expenditures warrant any increase or decrease to the Cap. In the event that AAA shall determine that an increase or a decrease to the Cap is warranted, it shall notify Provider of this determination in writing, whereupon the Cap shall be automatically increased or decreased as set forth in the notice without the necessity of any further action by the parties.

5. The obligations of the AAA under this Agreement are subject to the appropriation of funds by the General Assembly of Pennsylvania, Department of Aging, Luzerne County and the Board

of Commissioners of Wyoming County, PA. The AAA shall have sole and final authority to determine said availability of funds.

It is understood that the above contract amount is the maximum amount of funds available for services under this Agreement. However, no level of funding, minimum or maximum, is guaranteed to the PROVIDER by the AAA. Receipt of funds is solely contingent on actual services provided in accordance with all terms and conditions of this Agreement.

6. Payment by the AAA to the PROVIDER shall be made in accordance with the PAYMENT PROVISIONS, EXHIBIT C, and, where applicable, the BUDGET, EXHIBIT B, hereby incorporated.

7. The AAA shall have the right to disapprove any expenditure made by the PROVIDER which is not in accordance with the terms of this Agreement and the AAA may adjust payments accordingly.

8. At its discretion the AAA may at any time amend this Agreement to reflect a lower allocation of funds to the PROVIDER. In this event, it is understood and agreed that appropriate programmatic adjustments will be made. AAA agrees to give the PROVIDER written notice of any such amendment at least 30 days prior to the effective date of the amendment.

REPORTS

9. The PROVIDER shall submit to the AAA all program and fiscal invoices, reports and statistical data at such times and on such forms as may be prescribed by the AAA.

10. If the PROVIDER fails to comply with these requirements the AAA may suspend payment on invoices and/or take such other action as the AAA deems proper and necessary.

RECORDS

11. PROVIDER agrees to maintain books, records, documents and other evidence pertaining to the costs and expenses of this Agreement (hereinafter collectively referred to as "the records"), to the extent and in such detail as will properly reflect all costs, direct and indirect, of labor, materials, equipment, supplies and services and other costs and expenses of whatever nature for which reimbursement is claimed or payment is made under the provisions of this contract. If PROVIDER is not a public body, PROVIDER agrees to maintain books, records, documents and other evidence and accounting procedures and practices which comply with the nationally accepted Uniform Standards of Accounting and Financial Reporting for Voluntary Health and Welfare Organizations, as published by the National Health Council and the National Social Welfare Assembly, 1974.

12. PROVIDER agrees to make available at the Office of the PROVIDER at all reasonable

times during the term of this Agreement and the period set forth in paragraph (13) below, any of the records for inspection, audit or reproduction by any authorized representative of the AAA.

13. The PROVIDER shall preserve and make available his records for a period of three years from the date of final payment under this Agreement, and for such period, if any, as is required by applicable statute, by any other paragraph of this Agreement, or by paragraphs (1) or (2) below.

(1) If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final statement.

(2) Records which relate to the litigation or the settlement of claims arising out of the performance of this Agreement, or costs and expenses of this Agreement as to which exception has been taken by the auditors, shall be retained by the auditors, shall be retained by the PROVIDER until such litigation, claims, or exceptions have reached final disposition.

14. Except for documentary evidence delivered pursuant to subparagraph (13) (2) above, the PROVIDER may, in fulfillment of his obligation to retain his records as required by this paragraph, substitute photographs, micro-photographs, or other authentic reproductions of such records, after the expiration of two years following the last days of the month of reimbursement to the PROVIDER of the invoice or voucher to which such records relate, unless a shorter period is authorized by the AAA.

15. The PROVIDER and AAA agree to maintain the confidentiality of any information regarding applicants, recipients or their immediate families which may be obtained through application forms, interviews, tests, reports from public agencies, or counselors, or any other sources. Such information shall be made available to the AAA as necessary for purposes related to the performance or evaluation of the contract services. No other use of client information shall be made by the PROVIDER without prior approval by the AAA.

16. The PROVIDER agrees that until the expiration of five years after final payments under this contract, AAA auditors and other persons duly authorized by AAA shall have access to and the right to examine any records of the PROVIDER involving transactions related to this contract.

17. The PROVIDER'S facilities or such part thereof as may be utilized in the performance of this contract and their records shall be subject at all reasonable times to inspection by AAA and other persons duly authorized by AAA.

18. PROVIDER shall not enter into subcontracts for any of the work contemplated under this Agreement without obtaining prior written approval of the AAA, which shall be attached to the original Agreement, and subject to such conditions and provisions as the AAA may deem necessary.

19. The PROVIDER shall remain fully responsible for the performance of the terms of this Agreement regardless of any subcontracting agreement. PROVIDER is responsible, without recourse to the AAA, regarding the settlement and satisfaction of all contractual and administrative issues arising out of procurements and subcontracts entered into in support of this Agreement. This includes disputes, claims, protests of award, and any other matters of a contractual nature.

20. The PROVIDER, if a public agency, agrees to comply with a merit personnel system in accordance with all applicable laws, rules and regulations. The PROVIDER, if a private agency, agrees to comply with standards for a Merit System of Personnel Administration, as set forth in 5 C.F.R. 900.601 through 900.611.

21. Subject to its individual personnel policies and procedures, the PROVIDER shall give preference to hiring persons aged 60 and over for any staff position (full-time or part-time) paid under this contract. The PROVIDER shall not have a policy of mandatory retirement or deny employment to any person on account of age.

CONTRACTOR INTEGRITY PROVISIONS

1. Confidential information means information that is not public knowledge, or available to the public on request, disclosure of which would give an unfair, unethical, or illegal advantage to another desiring to enter into an Agreement with the AAA.
2. Consent means written permission signed by a duly authorized officer or employee of the AAA, provided that where the material facts have been disclosed in writing, by pre-qualification, bid, proposal, or contractual terms, the AAA shall be deemed to have consented by virtue of execution of this Agreement.
3. Provider means the individual or entity that has entered into this Agreement with the AAA, including directors, officers, partners, managers, key employees, and owners of more than a 5% interest.
4. Financial interest means: (a) ownership of more than a 5% interest in any business; or (b) holding a position as an officer, director, trustee, partner, employee or the like, or holding any position of management.
5. Gratuity means any repayment of more than nominal monetary value in the form of case, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment or contracts of any kind.

The provider shall maintain the highest standards of integrity in the performance of this Agreement and shall take no action in violation of state or federal laws, regulations, or other requirements that govern contracting with the AAA.

The provider shall not disclose to others any confidential information gained by virtue of this Agreement.

The provider shall not, in connection with this or any other Agreement or Agreement with the AAA, directly or indirectly, offer, confer, or agree to offer or confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty by any officer or employee of the AAA.

The provider shall not, in connection with this or any other contract or agreement with the AAA, directly or indirectly, offer, give, or agree or promise to offer or give to anyone any gratuity for the benefit or, or at the direction or request of, any officer or employee of the AAA.

Except with the consent of the AAA, neither the provider nor anyone in privity with the provider shall accept or agree to accept from, or give or agree to give to, any person, any gratuity from any person in connection with the performance of worker under this Agreement except as provided therein.

Except with the consent of the AAA, the provider shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material on this project.

The provider, upon being informed that any violation of these provisions has occurred or may occur, shall immediately notify the AAA in writing.

The provider, by execution of this Agreement and by the submission of any bills or invoices for payment pursuant thereto, certifies and represents that such does not and has not violated any of these provisions.

The provider upon the inquiry or request of the AAA, or any of the AAA's agents or representatives, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the AAA to the provider's integrity or responsibility, as those terms are defined by the AAA's statutes, regulations, or management directives. Such information may include, but shall not be limited to, the provider's business or financial records, documents or files of any type or form which refers to or concerns this agreement. Such information shall be retained by the provider for a period of three years beyond termination of the Agreement unless otherwise provided by law.

For violation of any of the above provisions, the AAA may terminate this agreement and other agreements with the provider, claim liquidated damages in amount equal to the value of anything received in breach of these provisions, claim damages for all expenses incurred in obtaining another provider to complete performance hereunder, and debar and suspend the provider from doing business with the AAA. These rights and remedies are cumulative, and the use or nonuse of anyone shall not preclude the use of all or any other. These rights and

remedies are in addition to those the AAA may have under law, statute, regulations or otherwise.

HIPPA REQUIREMENTS

County and PROVIDER desire to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996, the Privacy and Security regulations promulgated thereunder and found at 45 CFR Parts 160 and 164 (collectively referred to as “HIPPA”).

A. Definitions

1. Individual - The term individual shall mean the person who is the subject of the Protected Health Information or a person who qualifies as their personal representative.
2. The term Protected Health Information (hereinafter referred to as “PHI”) shall mean any information, whether oral or recorded in any medium, that relates to the past, present or future physical or mental health or condition of an individual, the provision of health care to the individual, or the past, present or future payment for the provision of health care to an individual; and that identifies the individual or there is a reasonable basis to believe that the information can be used to identify the individual. It excludes individually identifiable health information in education records covered by our described under the Family Educational Rights and Privacy Act or employment records.

B. Duties & Obligation of PROVIDER

1. PROVIDER is permitted to use or disclose the PHI the PROVIDER receives, creates or maintains pursuant to the terms of this Agreement in a manner that would not violate the requirements of the HIPPA.
2. In amplification and not in limitation of the provisions of this Agreement, including this Section, PROVIDER agrees that it shall: a) not use or further disclose PHI other than as permitted or required by this Agreement; b) not use or further disclose the PHI in a manner that would violate the requirements of HIPPA or other applicable law; c) use appropriate safeguards to prevent the use or disclosure of PHI other than as provided for under this Agreement; d) implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of PHI that is electronically maintained or transmitted that the PROVIDER receives, creates, maintains or transmits on County’s behalf; e) report to County, within three (3) business days any (i) security incidents involving or potentially involving any electronically maintained or transmitted PHI, or (ii) any use or disclosure of PHI that is not provided for under the terms of this Agreement of which it becomes aware; (f) mitigate, to the extent practicable, any harmful effects that are known to the PROVIDER of a security incident involving or

potentially involving PHI, or any use or disclosure of PHI not authorized by or in violation of the terms of this Agreement; (g) require any of PROVIDER's agents, including subcontractors, to whom PROVIDER provides PHI received from the County, or created, received or maintained by PROVIDER on County's behalf, agrees to the same restrictions and conditions that apply to the PROVIDER with respect to the PHI; (h) provide access to an individual's PHI as the County or the Individual may request to fulfill the County's obligations under 45 CFR § 164.524 to permit the Individual to inspect or obtain a copy of their PHI. PHI to be accessed shall be limited to the Designated Records Set for the Individual, and shall occur at a time and manner agreed to by the County, the PROVIDER and the Individual; (i) make the PROVIDER's policies, practices and records relating to the use and disclosure of PHI received from County or created, received or maintained on County's behalf available to the Secretary of the United States Department of Health & Human Services for purposes of determining County's compliance with applicable law (in all such events, PROVIDER shall immediately notify County upon receipt by of any such request, and shall provide County with copies of any such materials); (j) make an Individual's PHI available for amendment, and incorporate any amendments or corrections to PHI when notified to do so by County or the Individual, in accordance with 45 CFR § 164.526; (k) and document disclosures of PHI and such other information related to such disclosures as is necessary for the County to respond to a request by an Individual to provide an accounting of disclosures in accordance with 45 CFR § 164.528, and provide such documentation to County, upon request.

3. Except as otherwise limited in this Agreement, PROVIDER may use PHI for the proper management and administration of the PROVIDER or to carry out the legal responsibilities of the PROVIDER.

4. Except as otherwise limited in this Agreement, PROVIDER may disclose PHI for the proper management and administration of the PROVIDER, provided that such disclosures are required by law or the PROVIDER obtains written assurances from the person or entity to whom the PHI is to be disclosed that: the PHI will remain confidential; the PHI will be used only for the purposes for which it was disclosed; the PHI will only be disclosed further if required by law; and that they will report to the PROVIDER any instances of a breach in the confidentiality of the PHI of which they are aware.

C. Obligations of County

1. County shall notify PROVIDER of any limitation(s) in its notice of privacy practices to the extent that such limitations may effect the PROVIDER's use or disclosure of PHI.

2. County shall notify PROVIDER of any changes in, or revocation of, permission by the Individual to use or disclose PHI, to the extent that such changes may effect PROVIDER's use or disclosure of PHI.

3. County shall notify PROVIDER of any restriction to the use or disclosure of PHI that the Individual has requested and the County has agreed to, to the extent that such restrictions may effect the PROVIDER's use or disclosure of PHI.

D. Termination

1. Upon County's knowledge of a material breach of this section by the PROVIDER, County, in its sole discretion, shall either: (a) provide an opportunity for PROVIDER to cure the breach or end the violation, and terminate the Agreement, including this Addendum, if the PROVIDER fails to cure the breach or end the violation within thirty (30) business days; (b) immediately terminate the Agreement if cure is not possible; (c) if neither termination nor cure is feasible, the County shall report the violation to the Secretary of the U.S. Department of Health & Human Services.

E. Effects of Termination

1. Except as provided in Paragraph B of this Section, at the termination of the Agreement, for any reason, PROVIDER shall return or destroy all PHI received from County or received, created or maintained by PROVIDER on behalf of County that PROVIDER still maintains in any form, and retain no copies of such PHI.

2. In the event that the PROVIDER determines that returning or destroying the PHI is not feasible, PROVIDER shall provide the County with written notification of the reasons why. Upon the County's concurrence that the return or destruction of the PHI is not feasible, PROVIDER shall extend the protections of this Section for the PHI and limit further uses and disclosures of the PHI to those purposes that make the return or destruction infeasible, for so long as the PROVIDER maintains the PHI.

NOTICE REQUIRED

22. All notices, informational pamphlets, press releases, research reports and similar public notices prepared and released by the PROVIDER, shall include the statement "This program is funded, in part, under a contract with the Area Agency on Aging for Luzerne and Wyoming Counties".

GRIEVANCE PROCEDURE

23. If this contract is for the provision of service to individuals or families, the PROVIDER will establish a system through which applicants for and recipients of service may present grievances about the operation of the service program. PROVIDER will advise applicants and recipients of

their right to appeal, denial or exclusion from the program or failure to recognize the recipient's choice of a service and of their right to a fair hearing in these respects. Whenever an applicant or recipient requests a fair hearing, the AAA will make arrangements to provide such a hearing through its fair hearing procedures.

AUDIT REQUIREMENTS-SINGLE AUDIT ACT

The provider must comply with all federal and state audit requirements including: *the Single Audit Act, as amended, 31 U.S.C. 7501 et.seq.*; Office of Management & Budget (OMB) Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*, as amended; and any other applicable law or regulation and any amendment to such other applicable law or regulation which may be enacted or promulgated by the federal government. If the provider is a local government or non-profit organization and expends total federal awards of \$500,000 or more during its fiscal year, received either directly from the federal government or indirectly from a recipient of federal funds, the provider is required to have an audit made in accordance with the provisions of OMB Circular A-133. OMB Circular A-133, Subpart B-Audits, § .200, states in part: "(a) Audit required. Non-Federal entities that expend \$500,000 or more in a year in

Federal awards shall have a single or program-specific audit conducted for that year in accordance with the provisions of this part...."; "(b) Single audit. Non-Federal entities that expend \$500,000 or more in a year in Federal awards shall have a single audit conducted in accordance with § .500 except when they elect to have a program-specific audit conducted in accordance with paragraph (c) of this section"; (c) Program specific audit election. When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's laws, regulations, or grant agreements do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with § .235..."

If the provider is a for-profit organization and expends total federal awards of \$500,000 or more during its fiscal year, received either directly from the federal government or indirectly from a recipient of federal funds, the provider is required to have a program-specific audit made in accordance with the provisions of OMB Circular A-133, and in accordance with the laws and regulations governing the programs in which it participates.

If the provider expends total federal awards of less than \$500,000 during its fiscal year, it is exempt from these audit requirements, but is required to maintain auditable records of federal awards, state funds and AAA funds which supplement such awards, and to provide access to such records by federal and state agencies, the AAA, or their designees.

SUBMISSION OF AUDIT INFORMATION TO THE AAA

The provider shall submit copies of the audit report package to the AAA, which shall include:

1. Data Collection Form.

2. Financial statements and schedule of expenditures of federal awards.
3. Financial statements and supplementary schedules as required by the AAA, independent auditors and the AAA Contract Monitor. The supplementary schedules should provide total revenue earned, under the contract which has separate amounts for the federal portion and state and local portions. The federal portion should be referenced by federal CFDA #. Supplementary expenditures for the contract year should be provided in a format similar to the monthly invoice presented to the AAA. For example, name of service provided, contract rate, units of service and total amount billed. Each particular contract may be different. Therefore the AAA will provide a required format to the provider within 120 days prior to the completion of the contract year.
4. Auditor's reports on the financial statements and schedule of expenditures of federal awards, internal control and compliance as well as a schedule of findings and questioned costs.
5. Summary schedule of prior audit findings.
6. Corrective action plan.
7. Management letter comments and recommendations should be provided. If a provider has not received any management comments or recommendations from their auditors a letter should be provided to the AAA stating that there were no management letter comments or recommendations provided. The letter should be signed by the provider's chief executive officer. In instances where a federal program-specific audit guide is available, the audit report package for a program-specific audit may be different and should be prepared in accordance with the audit guide and OMB Circular A-133.

GENERAL AUDIT PROVISIONS

The provider is responsible for obtaining the necessary audit and securing the services of a certified public accountant or other independent governmental auditor. Federal regulations preclude public accountants licensed in the Commonwealth of Pennsylvania from performing audits of federal awards.

The AAA reserves the right for AAA, federal, and/or state agencies or their authorized representatives to perform additional audits of a financial or performance nature, if deemed necessary by the AAA, Commonwealth of Pennsylvania, or federal agencies. Any such additional audit work will rely on work already performed by the provider's auditor, and the costs for any additional work performed by the federal or state agencies will be borne by those agencies at no additional expense to the provider.

Audit working papers and audit reports shall be retained by the provider's auditor for a minimum of three years from the date of issuance of the audit report, unless the provider's auditor is notified in writing by the AAA or the cognizant or oversight federal agency to extent the

retention period. Audit working papers shall be made available upon request to authorized representatives of the AAA, the cognizant or oversight agency, the federal funding agency, or the General Accounting Office.

Entities who receive federal funds through “fixed price” or “fee for service” contracts are subject to certain requirements of OMB Circular A-133. “Fixed price” or “fee for services” contracts are generally based on pre-established fees or published fee schedules. Such contracts indicate that the payment for services is based on a fixed price, regardless of actual costs incurred.

Where entities receive federal funds solely under “fixed price” or “fee for service” contracts, such entities need not have an audit or their financial statements or of their “Schedule of Federal Awards”. However, certain tests of such contracts should be made to verify contractual performance. Audits of financial statements are not required for “fixed price” or “fee for service” awards because such awards are generally based on a fixed payment for goods or services rather than as reimbursement for costs incurred.

Entities that receive federal funds under both “fixed price” and “cost reimbursement” type contracts, must have an audit in accordance with the requirements of OMB Circular A-133 since “cost reimbursement” type contracts are present. This audit must also include appropriate tests of the “fixed price” contracts to verify contractual performance.

Recipients/sub-recipients that have grant contracts which are intended to be based on provider cost, but are funded during a fiscal period based on a negotiated “fixed price” or “fee for service” based are not exempt from the financial statement audit requirements of OMB Circular A-133.

The maximum reimbursement restriction within a grant contract does not change the nature of the contract from a “cost reimbursement” type agreement to a “fixed price” agreement even if the provider’s actual costs for a contract period exceed the maximum reimbursement amount in the contract and those excess costs are not reimbursed. The contract is still a “cost reimbursement” type contract and the provider’s is still required to meet the financial statement audit requirements of OMB Circular A-133.

NON-COMPLIANCE WITH AUDIT REQUIREMENTS

In accordance with federal, state and local policies and procedures, the AAA will implement a progressive series of remedial actions to be taken when a provider exhibits a continued inability or unwillingness to comply with performance, reporting and resolution requirements for audits of AAA funded programs.

The progressive series of remedial actions will reflect the unique requirements of each program,

taking into account such factors as:

1. The type of financial assistance, i.e., grant, contract, cooperative agreement, loan, etc.;
2. The nature of financial assistance, i.e., subsidy, cost reimbursement, fixed fee, etc.;
3. The frequency of the financial assistance, i.e., a one-time grant, a multiyear award, ongoing funding, etc.;
4. The nature and severity of the non-compliance, i.e., corrective action not implemented on minor finding(s), corrective action not implemented on major finding(s), additional information needed to clarify findings or financial information not provided, corrective action plan not provided, audit report not submitted, etc.;
5. Prior experience with the provider regarding its ability to effectively and efficiently administer a program in accordance with applicable laws and regulations;
6. The results of other program reviews or other forms of independent oversight of the provider; and
7. The reasons and justification for the provider's inability or unwillingness to provide necessary information or take required action.

Where providers receive financial assistance from multiple agencies, the agency providing the largest amount of such assistance shall be in the lead agency, responsible for coordinating the imposition of remedial actions, in accordance with the provisions of this directive.

In the event that the agency providing the largest amount of federal funding to the provider does not have any items at issue with the provider, that agency shall notify, in writing, the agency with the next largest amount of federal funding that it should assume the role of lead agency until a lead agency is established.

In those instances where the lead agency cannot readily be established, the Bureau of Audits, Office of the Budget (OB), shall be notified and shall designate a lead agency.

The progressive series of remedial actions will be tailored to the unique aspects of each program, giving consideration to the factors noted in the paragraphs above. Such actions will be implemented in a timely and judicious manner to ensure that those Providers who exhibit an inability or unwillingness to comply with the requirements of Circular A-133, and/or AAA policy, rules and regulations relating to audit performance, reporting and resolution are promptly brought into compliance or are properly sanctioned.

Overall, timeframes for the implementation of the series of remedial actions will not exceed six months from the date the first remedial action is initiated. At the end of the six-month time period either the appropriate correction action will be taken by the provider or the final state of progressive remedial action will be imposed on the recipient.

INSURANCE

The provider shall accept full responsibility for the payment of premiums for Worker's Compensation, Unemployment Compensation, Social Security, and all income tax deductions required by law for its employees who are performing services under this Agreement. As required by law, an independent provider is responsible for Malpractice Insurance for health care personnel. The provider shall provide insurance policy number and provider name, or a copy of the policy with all renewals for the entire Agreement period.

The provider shall, at its expense, procure and maintain during the term of this Agreement, the following types of insurance, issued by companies acceptable to the AAA and authorized to conduct such business under the laws of the Commonwealth of Pennsylvania:

1. Worker's Compensation Insurance for all of the provider's employees and those of any subcontractor's engaged in work at the site of the project as required by law.
2. Public liability and property damage insurance to protect the AAA, the provider, and any and all subcontractors from claim for damages for personal injury (including bodily injury), sickness or disease, accidental death and damage to property, including loss of use resulting from any property damage, which may arise from the activities performed under this Agreement or failure to perform under this Agreement whether such performance or nonperformance be by the provider, by any subcontractor, or by anyone directly or indirectly employed by either. The limits of such insurance shall be in an amount not less than \$500,000 each occurrence and \$2,000,000 general aggregate. Such policies shall be occurrence rather than claims-made policies and shall name the AAA as an additional insured. The insurance shall not contain any endorsements or any other form designated to limit or restrict any actions by the AAA, as an additional insured, against the insurance coverage in regard to work performed for the AAA.
3. Malpractice Insurance: \$250,000 each occurrence, \$250,000 general aggregate.
4. Automobile Liability (including hired and non-owned), \$1,000,000 combined single limit.
5. Crime and Employee Dishonesty: \$10,000.

Prior to the commencement of the work under this Agreement and during the term of the Agreement, the provider shall provide the AAA with current certificates of insurance. These certificates shall contain a provision that the coverage afforded under the policies will not be cancelled or changed until at least thirty (30) days' written notice has been given to the AAA.

INDEMNIFICATION

40. PROVIDER hereby agrees to indemnify and hold harmless AAA, its officers, directors, officials, employees and agents and each of them in their corporate and individual capacities, from any claims, demands, costs, judgments, liability, injury or damage, of any kind or nature, any of them

may incur or suffer, including reasonable attorneys fees, arising out of or otherwise connected with any acts of PROVIDER in violation of this Agreement or any negligent or intentionally wrongful acts or omissions of PROVIDER or its officers, employees, agents, contractors, subcontractors, material men, laborers and any other persons, firms or corporations furnishing or supplying work, services, materials or supplies in connection with the performance of this Agreement and whether arising during the term of this Agreement or prior to the commencement date, except to the extent such liability or damage is due to the sole negligence of AAA. PROVIDER's obligations to indemnify and the rights of AAA and its officers, directors, officials, employees and agents, to indemnification under this section shall survive termination or expiration of this Agreement.

INFORMATION

41. During the period of this Agreement, all information obtained by the PROVIDER through work on the project will be made available to the AAA immediately upon demand. If requested, the PROVIDER shall deliver to the AAA background material prepared or obtained by the PROVIDER incident to the performance of this Agreement. Background material is defined as original work papers, notes and drafts prepared by the PROVIDER to support the data and conclusions in the final reports, and includes completed questionnaires, etc., and material in electronic data processing form, computer programs, other printed materials, pamphlets, maps, drawings and books acquired by the PROVIDER during the term of the Agreement and directly related to the services being rendered.

RIGHTS IN DATA/COPYRIGHTS AND DISCLOSURE:

42. Definition The term, "data", as used herein, includes written reports, drawings, studies and work of any similar nature which is required to be delivered under this Agreement. It does not include PROVIDER'S financial reports or other information incidental to Agreement administration.

43. Data submitted to and accepted by the AAA under this Agreement shall be the property of the AAA and it shall have full right to use such data for any official purpose in whatever manner deemed desirable and appropriate. Such use shall be without any additional payment to or approval by the PROVIDER.

44. PROVIDER relinquishes any and all copyrights and/or privileges to data developed under this Agreement. PROVIDER shall not include in the data any copyrighted matter without the written approval of the AAA unless PROVIDER provides the AAA with written permission of the copyright owner for the AAA to use such copyrighted matter in a manner provided herein.

45. The PROVIDER shall defend any suit or proceeding brought against the AAA on account of any alleged infringement of any copyright arising out of the performance of this Agreement, including any suit or proceeding relating to all work, services, materials, reports, studies and computer programs provided by the PROVIDER; provided, nevertheless, that the AAA shall provide prompt notification in writing of such suit or proceedings, together with full right, authorization and opportunity to conduct the defense thereof, and full information and all reasonable cooperation for

the defense of the same. If principles of governmental or public law are involved, the AAA may participate in the defense of any such action. The PROVIDER shall pay all damages and costs awarded therein against the AAA. If information and assistance are furnished by the AAA at PROVIDER'S written request, it shall be at the PROVIDER'S expense, but the responsibility for such expense shall be only that within the PROVIDER'S written request. If any of the materials, reports, studies or computer programs provided by the PROVIDER are held to constitute infringement and the use or publication thereof is enjoined in such suit or proceeding, the PROVIDER shall, at its own expense and at its option, either procure the right to publish or continue use of such infringing materials, reports, studies or computer programs, replace them with non-infringing items, or so modify them so that they are no longer infringing. The obligation of the PROVIDER under this paragraph continues without time limit.

EQUAL OPPORTUNITY

46. In carrying out this Agreement, PROVIDER agrees to comply with all applicable Federal laws and regulations prohibiting discrimination on the basis of handicap or disability. Specifically, PROVIDER agrees to comply with the provisions of Section 504 of the Federal Rehabilitation Act of 1973, 29 U.S.C. Section 794, and the regulations thereunder.

47. The PROVIDER expressly agrees to comply with the Contract Compliance Regulations of the Pennsylvania Human Relations Commission (16 PA Code Ch. 49), Title VI of the Civil Rights Act of 1964, as amended, the Pennsylvania Human Relations Act, as amended (43 P.S. Section 951, \et\ \seq.), Executive Order No. 11246, as amended by Executive Order No. 11275, and Executive Directive No. 21 (issued by the Governor, September 27, 1971), so that during the term of this Agreement, PROVIDER agrees as follows:

a) PROVIDER shall not discriminate against any applicant for employment or any independent contractor or any other person because of race, color, religious creed, ancestry, national origin, age, sex or handicap. PROVIDER shall not discriminate against any employees or independent contractor or other person because of race, color, religious creed, ancestry, national origin, age, sex or handicap.

(1) PROVIDER shall take affirmative action to ensure that applicants are employed and that employees or agents are treated during employment without regard to their race, color, religious creed, ancestry, national origin, age or sex. Such affirmative action shall include, but is not limited to, the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training.

(2) PROVIDER shall post in conspicuous places, available to employees agents, applicants for employment and other persons, notices to be provided by the contracting agency, setting forth the provision of this non-discrimination clause.

b) PROVIDER shall in solicitations or advertisements placed by it or on its behalf state all qualified applicants will receive consideration for employment without regard to race, color, religious creed, ancestry, national origin, age, sex or handicap.

c) PROVIDER shall send each labor union or workers' representative with which it has a collective bargaining agreement or other contract or understanding, a notice advising said labor union or workers' representative of its commitment to this non-discrimination clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment. Similar notice shall be sent to every other source of recruitment utilized by PROVIDER.

d) It shall be no defense to a finding of a non-compliance with Executive Order 1972-1 or any regulations issued by the Pennsylvania Human Relations Commission or this non-discrimination clause that recipient had delegated some of its employment practices to any union, training program or other source of recruitment which prevents it from meeting its obligations.

e) Where the practices of a union or any training program or other source of recruitment will result in the exclusion of minority group persons, so that the PROVIDER will be unable to meet its obligations under Executive Order 1972-1 or any regulations issued by the Pennsylvania Human Relations Commission or this non-discrimination clause, PROVIDER shall then employ and fill vacancies through other employment procedures without regard to race, color, religious creed, ancestry, national origin, sex, age or handicap taking affirmative action to obtain qualified minority group persons.

f) PROVIDER shall comply with all rules, regulations, opinions and orders issued by the Governor, the Attorney General, and the Pennsylvania Human Relations Commission relating to laws prohibiting discrimination in hiring or employment opportunities. In the event of PROVIDER'S non-compliance with the nondiscrimination clause of this Agreement or with any such rules, regulations, options or orders, this Agreement may be whole or in part, recipient may be declared ineligible for further agreements, and such other sanctions may be imposed and remedies invoked as provided by rule, regulation, opinion or order of the Governor, Attorney General, or the Human Relations Commission, or as otherwise provided by law.

g) PROVIDER shall furnish all information and reports required by the Governor, Attorney General, and the Human Relations Commission, and will permit access to its books, records, and accounts by the contracting agency and the Human Relations Commission, for purposes of investigation to ascertain compliance with provisions of Executive Order 1972-1, any regulations issued by the Pennsylvania Human Relations Commission, and this non-discrimination clause.

h) If subcontracts are permitted under this Agreement, PROVIDERS shall actively recruit minority subcontractors or subcontractors with substantial minority representation among their employees.

i) PROVIDER shall include the provisions of sub-paragraphs (a) through (1) of this paragraph

in every sub-contract or purchase order, so that such provisions will be binding upon each subcontractor or vendor or other person.

(1) PROVIDER will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for non-compliance; PROVIDED, however, that in the event PROVIDER becomes involved with or is threatened with litigation with a subcontractor or vendor as a result of such direction of the contracting agency, PROVIDER may request the United States, the Commonwealth of Pennsylvania, or the AAA to enter into such litigation to protect their respective interests.

j) The terms used in this non discrimination clause shall have the same meaning as in the Contract Compliance Regulations issued by the Pennsylvania Human Relations Commission, 16 PA Code Ch. 49.

(1) PROVIDER will comply with all provisions of President's Executive Order No. 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the U.S. Secretary of Labor and with the provisions of Governor's Executive Directive No. 21 of September 27, 1971, and of the rules, regulations and relevant directives thereto.

k) PROVIDER will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records and accounts by the AAA and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

l) In the event of PROVIDER non-compliance with this equal opportunity section of this Agreement or with any of the said rules, regulations or orders, this Agreement may be canceled, terminated or suspended in whole or in part, and PROVIDER may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

m) If this Agreement is for the provision of service to individuals or families, PROVIDER will not, on the grounds of race, color, sex, national origin, age or handicap:

(1) Deny an individual any services or other benefits provided under the program.

(2) Provide any services or other benefits to an individual which is different, or is provided in a different manner, from that provided to others under the program.

(3) Subject any individual to segregation or separate treatment in any matter related to his receipt of any services or other benefits provided under the program.

(4) Restrict an individual in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any services or other benefits provided under the program.

(5) Treat an individual differently from others in determining whether he satisfied any eligibility or other requirement or condition which individuals must meet in order to receive any aid, care, services or other benefits provided under the program.

(6) Deny any individual an opportunity to participate in the program through the provision of services or otherwise or afford him an opportunity to do so which is different from that afforded others under the program.

n) PROVIDER, in determining (1) the types of services or other benefits to be provided under the program, (2) the class of individuals to whom, or the situations in which, such services or other benefits will be provided under the program, or (3) the class of individuals to be afforded an opportunity to participate in the program, will not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination because of their race, color, sex, or national origin, or have the effect of defeating or substantially impairing accomplishment of the objectives of the program in respect to individuals of a particular race, color, sex, national origin or handicap.

PROPERTY and SUPPLIES

48. Provider agrees to obtain all supplies and equipment for use in the performance of this Agreement at the lowest practicable cost and to purchase by means of a system of competitive bidding whenever required by law.

49. Title to all property furnished in-kind by the AAA shall remain with the AAA.

50. Title to all personal property acquired by the PROVIDER, including purchase by lease-purchase agreement, for the cost of which the PROVIDER is to be reimbursed under this Agreement, shall vest in the PROVIDER during the term of this Agreement. Upon cancellation or termination of this Agreement, disposition of such purchased personal property which has remaining useful life shall be made in accordance with the following provisions:

(1) If the PROVIDER wishes to retain any items of such purchased property, both parties will arrange for an independent third-party appraisal of these property items and the PROVIDER will reimburse the AAA for the value of the remaining life of the property on the basis of such appraisal.

2) With the prior written permission of the AAA, PROVIDER may sell the property and reimburse the AAA for its appropriate share, providing the AAA is notified ten (10) days in advance of the date of the sale.

51. All property furnished by the AAA or personal property acquired by the PROVIDER, including purchase by lease-purchase agreement, for which the PROVIDER is to be reimbursed under this Agreement shall be deemed AAA property for the purposes of Section 37, 38, and 39 of this provision.

52. PROVIDER shall maintain and administer in accordance with sound business practice a program for the maintenance, repair, protection, preservation and insurance of AAA property so as to assure its full availability and usefulness.

53. The AAA property and any property purchased under this Agreement shall, unless otherwise provided herein or approved in writing by the AAA, be used only for the performance of this Agreement.

54. In the event that PROVIDER is indemnified, reimbursed or otherwise compensated for any loss or destruction or or damage to the AAA property, he shall use the proceeds to repair, renovate or replace the AAA property involved, or shall credit such proceeds against the cost of the work covered by the Agreement, or shall otherwise reimburse the AAA as directed by the AAA. The Provider will forward a list to the AAA on an annual basis of depreciated items.

AGREEMENT SUBJECT TO LAWS and REGULATIONS

55. This Agreement is subject to the provisions of all pertinent Federal, State and local laws and regulations and all amendments made thereof. Definitions of service, eligibility of recipients of service and other limitations on the purchase of the services established in this Agreement are subject to modification by amendments to Federal, State and local laws and regulations without further notice to the PROVIDER.

INTERESTS OF MEMBERS OF THE AAA and OTHERS

56. No officer, member or employee of the AAA and no member of its Advisory Council, who exercises any functions or responsibilities under this Agreement, shall participate in any decision relating to this Agreement which affects his personal interest or the interest of any corporation, partnership, or association in which he is, directly or indirectly, interested; nor shall any such officer, member of employee of the AAA or member of its Advisory Council have any interest, direct or indirect, in this Agreement or the proceeds thereof.

INTEREST OF PROVIDER

57. The PROVIDER covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The PROVIDER further covenants that in the performance of this Agreement, it shall not knowingly employ any person having such interest. PROVIDER further certifies that no member of the board of the PROVIDER or any of its officers or directors have

such an adverse interest.

TERMINATION OF AGREEMENT

58. If, through any cause, the PROVIDER shall fail to fulfill in a timely or proper manner its obligations under this Agreement, or if the PROVIDER shall violate any of the covenants or stipulations of this Agreement, the AAA shall thereupon have the right to terminate this Agreement by giving written notice to the PROVIDER of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In this event, all finished or unfinished documents, data, studies, photographs and reports or other material prepared by the provider under this Agreement shall, at the option of the AAA, become its property, and the PROVIDER shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

59. Notwithstanding the above, the PROVIDER shall not be relieved of liability to the AAA for damages sustained by the AAA by virtue, in any manner or degree, of the PROVIDER'S performance of its services hereunder.

60. In addition to the above, and notwithstanding any other term or conditions of this Agreement, the AAA reserves the right to terminate this Agreement giving 60 days prior notice in writing to the PROVIDER.

COVENANT AGAINST CONTINGENT FEES

61. The PROVIDER warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee (except bona fide employees or bona fide established commercial or selling agencies maintained by the PROVIDER for the purpose of securing business). For breach or violation of this warranty, the AAA shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the consideration otherwise due under the Agreement, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

ENVIRONMENTAL PROTECTION

62. In carrying out this Agreement, the PROVIDER shall minimize pollution and shall strictly comply with all applicable environmental laws and regulations. (Clean Steams Law, Act of June 22, 1937, P.L. 1987, as amended, the Pennsylvania Solid Waste Management Act, Act of July 31, 1968, P.L. 788, and the Water Obstructions Act, Act of June 25, 1913, P.L. 555, as amended).

ASSIGNABILITY

63. The PROVIDER shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation), without the prior written approval of the AAA hereto, which shall be attached to the original Agreement, and subject to such conditions and provisions as the AAA may deem necessary. No such approval by the AAA of any assignment shall be deemed in any event or in any manner to provide for the incurrence of any obligation of the AAA in addition to the total agreed-upon price.

AUTHORITY

64. The Area Agency on Aging for Luzerne/Wyoming Counties has been designated to serve as the AREA AGENCY ON AGING for Luzerne and Wyoming Counties, Planning and Service Area #37, pursuant to Title III, Part A, Section 305 (a) 2(A) of the Older Americans Act of July 14, 1965, P.L. 89-73, as amended.

65. The Area Agency on Aging for Luzerne/Wyoming Counties has been authorized by the Commonwealth of Pennsylvania, Department of Aging, to enter into sub-contracts in order to provide for a system of comprehensive social services for the elderly of Luzerne and Wyoming Counties (PSA #37).

66. This Agreement is subject to all provisions of State and Federal laws and regulations applicable to the delivery and funding of social services to elderly persons and adults and cited above as authorizing such services and funding.

DISASTERS

If, during the terms of this Agreement, the provider's premises are so damaged by flood, fire, or other Acts of God as to render them unfit for use, then the AAA shall be under no liability or obligation to the provider hereunder during the period of time there is no need for the services provided by the provider except to render compensation which the provider was entitled to under this Agreement prior to such damage.

PROGRAM INCOME

In accordance with federal, state and local rules and regulations, and procedures established by the AAA, provider shall follow all policies and procedures regarding the collection and use of resources defined as "Program Income". Program Income included, but is not limited to, participant donations, fees, and all other funds obtained as a result of provider's provision of services under this Agreement. At a minimum, provider shall:

- (a) separately account for an report Program Income generated in a manner prescribed by and satisfactory to the AAA.
- (b) either return program income to the AAA in a manner prescribed by the AAA, or
- (c) retain and use program income as either match or supplement to services authorized under this Agreement in a manner prescribed by the AAA.

The AAA retains the right to modify or change its Program Income policies and procedures at any time during the term of this Agreement.

This Agreement contains all the terms and conditions agreed to by the parties. Any alterations, variations, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, signed by all parties, and attached to the original Agreement. No other agreements, oral or otherwise, shall be deemed to exist or bind any of the parties hereto.

67. The County reserves the right for the Luzerne County Controller and/or the Luzerne County Manager and/or their respective designees to perform financial and/or performance audits on any purchase, sale, award, contract or other transaction involving Luzerne County. Therefore, PROVIDER hereby grants to the Luzerne County Controller and/or the Luzerne County Manager and/or their respective designees reasonable access to any property and/or equipment purchased in whole or in part with Luzerne County funds and must grant reasonable access for review, inspection and reproduction of any and all financial, employment and/or other records of the vendor, contractor, subcontractor or other entity deemed relevant by the Luzerne County Controller and/or Luzerne County Manager. Any party to a purchase, sale, award, contract or other transaction involving Luzerne County must maintain any and all books, records, and documents that relate to purchase, sale, award, contract or other transaction for a period of no less than the later of (i) the fifth (5th) year following the contract expiration date or (ii) in the event an audit has been commenced within the five (5) year period, the date that Luzerne County expressly states in writing that such books, records, and documents no longer are required to be retained for review, inspection and/or reproduction

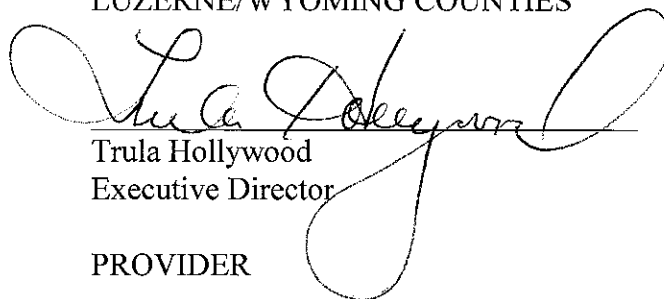
IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives:

LUZERNE COUNTY

Robert C. Lawton, County Manager

County Solicitor

AREA AGENCY ON AGING FOR
LUZERNE/WYOMING COUNTIES



Trula Hollywood
Executive Director

PROVIDER

Authorized Representative

Date

EXHIBIT A - PAYMENT PROVISIONS

1. Invoices must be submitted to the AAA immediately following the end of the service month, but no later than the (25th) calendar day of the month following services. Invoices received after the 25th, will not be eligible for reimbursement. The AAA will then reimburse the Provider in accordance with paragraph three (3) below or EXHIBIT-B-Budget, whichever is applicable.
2. Payments are subject to all other terms and conditions of this Agreement. In particular, Provider is advised that failure to submit required program and fiscal reports will be considered sufficient reason for the suspending of payment for invoices. Further, the AAA reserves the right to impose financial penalties for Provider's failure to abide by said terms and conditions.

Provider is advised that if the Provider fails to deliver services to any client as agreed upon, the AAA may, at its discretion, procure services from an alternate provider or providers. In such cases, the AAA will charge the costs of such services, plus expenses incurred by the AAA in procuring such services, to this Agreement.

3. Fiscal Year (7/1/14-12/31/14) maximum contract cost: \$23,000.00 (subject to all terms and conditions of the Agreement).

Transportation – Rate: \$14.25/trip A (0-2 air miles); \$16.50/trip B (2-4 air miles); \$18.50/trip C (4+ air miles); \$2.15/trip A (65 + Lottery); \$2.50/trip B (65 + Lottery); \$2.80/trip C (65 + Lottery).

**AGREEMENT #37-(7/14-12/14)-41 Provider: Luzerne County Transportation
Authority (Shared Ride Program)**

EXHIBIT B - BUDGET

N/A

EXHIBIT C - CERTIFICATION OF PROVIDER ELIGIBILITY

1. Provider hereby certifies that it has not been, nor is, currently suspended or debarred by the Commonwealth of Pennsylvania, any other state, or the Federal government.
2. Provider hereby certifies that it does not, nor will it subcontract with any organization or employ individuals who have been or are currently under suspension, or debarred by the Commonwealth of Pennsylvania, any other state, or the Federal government.
3. If the Provider, or its subcontractors, or employees, becomes suspended or debarred by the Commonwealth of Pennsylvania, or any other state, or the Federal government during the term of this Agreement or any extensions or renewals thereof, the Area Agency on Aging for Luzerne and Wyoming Counties (AAA) shall have the right to immediately terminate this Agreement, and/or require the Provider to immediately terminate such subcontracts or employment.
4. The Provider agrees to reimburse the AAA for all reasonable costs of investigations incurred by the AAA and/or the Commonwealth of Pennsylvania Office of the Inspector General for investigations of the Provider's compliance with the terms of this or any other agreement between the Provider and the AAA which result in the suspension or debarment of the Provider. Such costs shall include, but not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Provider shall not be responsible for investigative costs for investigations that do not result in the Provider's suspension or debarment.

Provider Authorized Signature

Name (Please Type)

Date