

ADDENDUM #1

February 27, 2023

TO: ALL POTENTIAL SUBMITTERS

FROM: NINA ALEXANDER, BUNCOMBE COUNTY PROCUREMENT AGENT

SUBJECT: ADDENDUM #1 FOR BILL PRINTING, INSERTION, MAILING & E-STATEMENT SERVICES FOR BUNCOMBE COUNTY TAX COLLECTIONS

The following changes, revisions, additions, and/or clarifications to the plans and/or specifications are hereby made a part of the original documents.

Addendum # 1

1. Please estimate the following:

- **Number of pickup and drop-off locations:**

This can range. We currently have 6 foster children who need daily to/ from trips for school both morning and afternoon. We have at least 10 transportation referrals for visitation transportation needs which occur weekly/ consistently.

- **Number of routes and vehicles currently used:**

This is based on the company's structure. We don't provide vehicles. For school transports, we are able to transport our foster children in the same vehicle if they are going to 1) the same school or 2) schools close to one another.

- **Number of children transported per day:**

6-10

- **Total number of students:**

6-10

- **Number of children who need wheelchair-accessible vehicles:**

None

- **Number of students per vehicle:**

For school transports, as long as students can arrive to their destination timely, more than one student can travel in a vehicle.

- **Ages of the children who need transportation:**

Infant – 17 years old

- **Number of car seats needed:**

At this time, 5-7 car seats.

2. Are the trips consistently to the same locations?

Once a trip is established for a child, the pick up/ drop off locations typically remain consistent. For example, picking up from foster home, dropping off at school, picking up from school, and dropping off at foster home. Another example could be picking up from school, dropping off at our visitation center, picking up after their visit, and returning to the foster home.

3. What format for rates do you need? (e.g., Pickup and mileage rates?)

Pickup and mileage rates

4. Are ambulatory trips needed?

No

5. What invoicing documentation is required?

Monthly invoicing (include foster youth name, to/from address, total miles, fee per trip, identifying if this is a school transport or not, and no-show information). We can also accommodate weekly invoicing if required by your company structure, but we cannot exceed monthly.

6. Can alternative student transportation (TNC and Transportation management companies, Alternative Student transportation companies) participate in this RFP opportunity or is it for the yellow bus only?

This transport is for school transportation needs and parent/ child visit needs.

7. Can this bid be awarded to multiple vendors?

No

8. Who is your current transportation provider or providers?

Ever Driven

9. How much are the current rates with your current vendor? Any amendments or Addendums?

We have a contracted amount per fiscal year that cannot be exceeded.

10. Are you currently paying price increases for fuel surcharges?

The current contractor has all of these fees captured within their fee schedule.

11. Will children under 5 be accompanied by another person?

No

12. Will the county provide a 24-hour notice for cancellations and changes?

We can provide a 24 hour notice for non-emergencies, but it is not possible to provide a 24 hour notice for emergency situations. For instance, a school transport at 7:00am and a student wakes up with a fever at 6:00am.

13. Is there an amount that the bidder should have in their bank account to show financial security?

No

14. Can you please provide samples of invoices from your current transportation provider?

Please see attachments.

15. Do you have different bell start periods for your schools? Elementary, middle, and High?

Yes

16. Is the district facing driver shortages?

Yes

17. Is the district exceeding its transportation budget?

No

18. Can you please provide a copy of the district's transportation agreement with the current vendor and the certificate of insurance provided by your current vendor?

Please see attachments.

Attached:

- Sample Invoice (4 pages)
- Contract (24 pages)
- COI (3 pages)



(Formerly ALC Schools)

Invoice:

36388

PO#: SUPCNT001870

Client: 2622

Date: 2/19/2023

Term: N30 (Payment is due within 30 days)

| Bill To: |
|---|
| NC-Buncombe County Health And Human Services 35 Woodfin Street po box 7408 -----SUPCNT001870 Asheville, NC 28801 |

| Remit To: |
|--|
| EverDriven Technologies, LLC ALC Schools, LLC 912 W. 1600 S. Suite B-104 St. George, UT 84770 (877) 225-7750, option 6 |

| Date | Total Amount |
|-----------------------------|-----------------|
| 2/14/2023 | \$97.50 |
| 2/15/2023 | \$207.50 |
| 2/16/2023 | \$207.50 |
| 2/17/2023 | \$97.50 |
| TRANSPORTATION TOTAL | \$610.00 |
| ADJUSTMENTS | |
| TOTAL INVOICE | \$610.00 |

| | |
|------------------------------------|---|
| Number of Unique Passengers | 1 |
| Number of Service Days | 4 |
| Number of One-way Trips | 6 |



Daily Summary

(Formerly ALC Schools)

| Name | Service Date | # of Riders | Total Amount |
|--|--------------|-------------|-----------------|
| BUN ROSE GARDENS - BLACK MOUNTAIN 01 PM | 2/15/2023 | 1 | \$110.00 |
| BUN ROSE GARDENS - BLACK MOUNTAIN 01 PM | 2/16/2023 | 1 | \$110.00 |
| BUN ROSE GARDENS - BLACK MOUNTAIN 01 PM Total | | | \$220.00 |
| BUN W.D WILLIAMS ES 01 AM | 2/14/2023 | 1 | \$97.50 |
| BUN W.D WILLIAMS ES 01 AM | 2/15/2023 | 1 | \$97.50 |
| BUN W.D WILLIAMS ES 01 AM | 2/16/2023 | 1 | \$97.50 |
| BUN W.D WILLIAMS ES 01 AM | 2/17/2023 | 1 | \$97.50 |
| BUN W.D WILLIAMS ES 01 AM Total | | | \$390.00 |
| Total | | | \$610.00 |



(Formerly ALC Schools)

Invoice: 36388

Client: 2622

Date: 2/19/2023

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|---|
| NC-Buncombe County Health And Human Services 35 Woodfin Street po box 7408 -----SUPCNT001870 Asheville, NC 28801 |

| Remit To: |
|--|
| EverDriven Technologies, LLC ALC Schools, LLC 912 W. 1600 S. Suite B-104 St. George, UT 84770 (877) 225-7750, option 6 |

| Code | Passenger Name | Service Dates | PO# | Amount |
|--------------|----------------|-----------------------|--------------|-----------------|
| | | 2/14/2023 - 2/17/2023 | SUPCNT001870 | \$610.00 |
| Total | | | | \$610.00 |



(Formerly ALC Schools)

Invoice: 36388

PO#: SUPCNT001870

Client: 2622

Date: 2/19/2023

| Bill To: |
|---|
| NC-Buncombe County Health And Human Services 35 Woodfin Street po box 7408 -----SUPCNT001870 Asheville, NC 28801 |

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| TOTAL INVOICE | \$610.00 |

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|------------------------------------|---|
| Number of Unique Passengers | 1 |
| Number of Service Days | 4 |
| Number of One-way Trips | 6 |



STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

AGREEMENT

BUYER (Referred to as "The County" or "HHS")

Buncombe County, a body politic, by and through Buncombe County Health and Human Services
35 Woodfin St.
P. O. Box 7408
Asheville, NC 28802
Phone: 828-250-5824
Attention: Amber Cook
Buyer Contract Request Number: 2314

CONTRACTOR

EverDriven Technologies, LLC
5680 Greenwood Plaza Blvd Ste 550s
Greenwood Village, CO 80111
Ph: 877-225-7750
Fax: 888-252-4342
Tax Ids: 84-4638561
Attention: Megan Carey

GENERAL INFORMATION

Contract Description: FY23- Client Transportation
Effective: July 01, 2022 - June 30, 2023
Contract Type: Services Contract Request for HHS
Contract Subtype:
Contract Classification:
Contract Subclassification:

A. GENERAL CONTRACT AGREEMENT

a) GENERAL CONTRACT

This contract is hereby entered into by and between Buncombe County, a body politic, by and through Buncombe County Health and Human Services (the "County" or "HHS") and EverDriven Technologies, LLC (the "Contractor")(referred to collectively as the "Parties"). The Contractor's federal tax identification number or Social Security Number is **84-4638561**.

1. Contract: This Contract consists of the following:

- a) This contract
- b) The General Terms and Conditions
- c) The Scope of Work, description of services, and rate
- d) Federal Certification Regarding Drug-Free Workplace & Certification Regarding Nondiscrimination
- e) Conflict of Interest
- f) No Overdue Taxes
- g) Federal Certification Regarding Environmental Tobacco Smoke
- h) Compliance with Applicable Laws
- i) If applicable, Federal Certification Regarding Lobbying
**(Required if \$25,000 of Federal participation is involved)

- j) If applicable, Federal Certification Regarding Debarment
 **(Required if \$25,000 of Federal participation is involved)
- k) If applicable, HIPAA Business Associates Addendum or HIPAA Government Associates Addendum
 **(Required if any health related information is shared)
- l) If applicable, Certification of Transportation
 **(Required if providing transportation services)
- m) If applicable, IRS federal tax exempt letter or 501(c)(3) <https://www.irs.gov/uac/about-form-1023>
- n) If applicable, Certain Reporting and Auditing Requirements
 **(Required if Contract is for Financial Assistance based on Contract Determination Questionnaire)
- o) If applicable, Service Integration and Coordination
- p) If applicable, Subrecipient Requirements

These documents constitute the entire agreement between the Parties and supersede all prior oral or written statements or agreements.

2. Precedence among Contract Documents: In the event of a conflict between or among the terms of the Contract Documents, the terms in the Contract Document with the highest relative precedence shall prevail. The order of precedence shall be the order of documents as listed in Paragraph 1, above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence. If there are multiple Contract Amendments, the most recent amendment shall have the highest precedence and the oldest amendment shall have the lowest precedence.
3. Effective Period: This contract shall be effective on July 01, 2022 and shall terminate on June 30, 2023. This contract must be twelve months or less.
4. Contractor's Duties: The Contractor shall provide the services and in accordance with the approved rate as described in Scope of Work.
5. County's Duties: The County shall pay the Contractor in the manner and in the amounts specified in Scope of Work.
6. Reversion of Funds: Any unexpended grant funds shall revert to Buncombe County Health and Human Services upon termination of this contract.
7. Reporting Requirements: Contractor shall comply with audit requirements as described in N.C.G.S. § 143C-6-22 & 23 and OMB Circular - CFR Title 2 Grants and Agreements, Part 200, and shall disclose all information required by 42 USC 455.104, or 42 USC 455.105, or 42 USC 455.106.
8. Contract Administrators: All notices permitted or required to be given by one Party to the other and all questions about the contract from one Party to the other shall be addressed and delivered to the other Party's Contract Administrator. The name, post office address, street address, telephone number, fax number, and email address of the Parties respective initial Contract Administrators are set out below. Either Party may change the name, post office address, street address, telephone number, fax number, or email address of its Contract Administrator by giving timely written notice to the other Party.

FOR THE COUNTY:

Amber Cook
 Contract Administrator
 200 College St
 Asheville, NC 28801
 828-250-5824
 Amber.Cook@buncombecounty.org

FOR THE CONTRACTOR:

Chelsea Rivera
Contracts Manager
5680 Greenwood Plaza Blvd Ste 550s
Greenwood Village, CO 80111
877-225-7750

9. Invoices: As a condition of this contract, the County acknowledges and agrees to make disbursements in accordance with the following requirements:
- (a) Implement adequate internal controls over invoices;
 - (b) Pre-audit all vouchers presented for payment to determine:
 - Validity and accuracy of payment
 - Payment due date
 - Adequacy of documentation supporting payment
 - Legality of invoice
 - (c) Assure adequate control of signature stamps/plates;
 - (d) Assure adequate control of negotiable instruments; and
 - (e) Implement procedures to ensure that account balance is solvent and reconcile the account monthly.
10. Outsourcing to Other Countries: The Contractor certifies that it has identified to the County all jobs related to the contract that have been outsourced to other countries, if any. The Contractor further agrees that it will not outsource any such jobs during the term of this contract without providing notice to the County.
11. Signature Warranty: The undersigned represent and warrant that they are authorized to bind their principals to the terms of this agreement.
12. Federal Certifications: Individuals and Organizations receiving federal funds must ensure compliance with certain certifications required by federal laws and regulations. The contractor is hereby complying with Certifications regarding Nondiscrimination, Drug-Free Workplace Requirements, Environmental Tobacco Smoke, Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions, and Lobbying. These assurances and certifications are to be signed by the contractor's authorized representative.

B. GENERAL TERMS AND CONDITIONS

1. RELATIONSHIP OF THE PARTIES

Independent Contractor: The Contractor is and shall be deemed to be an independent contractor in the performance of this contract and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Contractor represents that it has, or shall secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with the County. The Contractor must provide the names of all owners, managers, and management entities, including those of any subcontractors which are used in compliance with the terms and conditions of this contract.

Subcontracting: The Contractor shall not subcontract any of the work contemplated under this contract without prior written approval from the County. At the request of the County, the Contractor shall provide a list of all subcontractors prior to starting service and at any other time during the contract term. The Contractor shall be responsible for the performance of all of its subcontractors.

Non-Solicitation:

The County agrees during the term of this Agreement and for a period of twelve (12) months following the termination of this Agreement, the County will not, directly or indirectly, or by acting in concert with others, employ, attempt to employ, or solicit for employment, any employee, subcontracted service provider, subcontracted drivers or other person who has performed services or commenced actions to become a provider of services for Contractor or any subcontractor at any time during the term of this Agreement.

Assignment: No assignment of the Contractor's obligations or the Contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the County may:

- (a) Forward the Contractor's payment check(s) directly to any person or entity designated by the Contractor, or
- (b) Include any person or entity designated by Contractor as a joint payee on the Contractor's payment check(s).

In no event shall such approval and action obligate the County to anyone other than the Contractor and the Contractor shall remain responsible for fulfillment of all contract obligations.

Beneficiaries: Except as herein specifically provided otherwise, this contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this contract, and all rights of action relating to such enforcement, shall be strictly reserved to the County and the named Contractor. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the County and Contractor that any such person or entity, other than the County or the Contractor, receiving services or benefits under this contract shall be deemed an incidental beneficiary only.

2. INDEMNIFICATION AND INSURANCE

Indemnification: The Contractor agrees to indemnify and hold harmless the County and any of their officers, agents and employees, from any claims of third parties arising out or any negligent act or omission of the Contractor in connection with the performance of this contract.

Insurance: During the term of the contract the Contractor at its sole cost and expense will provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. As a minimum, the Contractor shall provide and maintain the following coverage and limits:

Worker's Compensation – at the statutory limits in compliance with applicable State and Federal laws. The Contractor shall ensure that any subcontractors also have workers compensation coverage at the statutory limits.

- (a) Worker's Compensation - If the Contractor is an employer, the contractor shall provide and maintain Worker's Compensation Insurance at the statutory limits in compliance with applicable State and Federal laws, as well as employer's liability coverage with minimum limits of \$1,000,000 each accident/\$1,000,000 disease each employee/\$1,000,000 disease policy limit, covering all of Contractor's employees who are engaged in any work under the contract. If any work is sublet, the Contractor shall require the subcontractor to provide the same coverage for any of his employees engaged in any work under the contract.
- (b) Commercial General Liability– General Liability Coverage including Buncombe County as "ADDITIONAL INSURED" on an occurrence basis in the minimum amount of \$1,000,000 per occurrence and \$2,000,000 aggregate (Defense cost shall be in excess of the limit of liability.) The Contractor understands and agrees that the insurance coverage minimums specified are not limits, or caps, on the Contractor's liability or obligations under this contract. If applicable Public Transportation a minimum amount of \$5,000,000 per occurrence and \$5,000,000 aggregate.

Contractual Liability – covering the Contractor's assumption of liability under indemnification of the County with the same limits as the commercial general liability above.

- (c) Automobile Liability Insurance- The Contractor shall provide automobile liability insurance with a combined single limit of \$1,000,000 for bodily injury and property damage; and a limit of \$5,000.00 for medical payment coverage hired and non-owned only. The Contractor's subcontractors shall provide uninsured/under insured motorist coverage of \$100,000 each person for bodily injury and \$300,000 each accident for bodily injury.

The Contractor shall provide this insurance for hired and non-owned automobiles that are:

- A. Hired by the Contractor and used in the performance of this contract; and

B. Owned by Contractor's employees and used in performance of this contract ("non-owned vehicle insurance").

Non-owned vehicle insurance protects employers when employees use their personal vehicles for work purposes. Non-owned vehicle insurance supplements, but does not replace, the car-owner's liability insurance.

- (d) The Contractor may obtain a waiver of any one or more of the requirements by demonstrating that it has insurance that provides protection that is equal to or greater than the coverage and limits specified. The County shall be the sole judge of whether such a waiver should be granted.
- (e) The Contractor may obtain a waiver of any one or more of the requirements by demonstrating that it is self-insured and that its self-insurance provides protection that is equal to or greater than the coverage and limits specified. The County shall be the sole judge of whether such a waiver should be granted.
- (f) Providing and maintaining the types and amounts of insurance or self-insurance specified in this paragraph is a material obligation of the Contractor and is of the essence of this contract.
- (g) The Contractor shall only obtain insurance from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in the State of North Carolina. However, the Contractor may obtain insurance through an owned or controlled Insurer that provides all such insurance shall meet all laws of the State of North Carolina.
- (h) The Contractor shall comply at all times with all lawful terms and conditions of its insurance policies and all lawful requirements of its insurer.
- (i) The Contractor shall require its subcontractors to comply with state insurance requirements.
- (j) The Contractor shall demonstrate its compliance with the requirements of this paragraph by submitting Certificates of Insurance to the County before the Contractor begins work under this contract.
- (k) Contractor shall not be obligated to maintain property insurance on its furnishing, fixtures, equipment and personal property. All furnishings, fixtures, equipment, and property of every kind and description of Contractor and of persons claiming by, through or under Contractor which may be on County property shall be at the sole risk and hazard of Contractor and no part of loss or damage to such property from whatever cause shall be charged to, or borne by, County.
- (l) Transportation of Clients by Contractor: The contractor will maintain Insurance requirements if required as noted under Article 7 Rule R2-36 of the North Carolina Utilities Commission.

3. PERFORMANCE IMPROVEMENT PLAN

- (a) In the event a Contractor fails to satisfy performance requirement to comply with the terms of this contract, the County may provide the Contractor with written notification identifying the relevant performance requirement or term and how the Contractor failed to satisfy it.
- (b) The Contractor and County shall work together to develop a performance improvement plan to address the non-compliance. The Parties will consider and address the Contractor's written disagreement with the identified non-compliance, if any, in the development of the performance improvement plan.
- (c) The performance improvement plan shall include, at a minimum:
 - i. The role and responsibility of County in providing support to the Contractor to address the non-compliance.

- ii. The specific actions the Contractor will take to address the non-compliance and ensure ongoing compliance.
- (d) The performance improvement plan shall be signed by the County and the Contractor. However, the opportunity for a Performance Improvement remedy will be applied solely at the discretion of the County.

4. CORRECTIVE ACTION

In the event the Contractor fails to satisfy a performance requirement or comply with the terms of the contract for an extended period of time and is not meeting the terms of the performance plan, the Contractor and County shall immediately terminate the contract. The County shall pay all outstanding invoices for services satisfactorily rendered up to the date of termination then County shall have no further obligations to the Contractor under this contract.

5. DEFAULT AND TERMINATION

Termination without Cause: The County may terminate this contract without cause by giving 30 days written notice to the Contractor. In that event, all finished or unfinished deliverable items prepared by the Contractor under this contract shall, at the option of the County, become its property and the Contractor shall be entitled to receive full compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made, and, likewise Contractor shall reimburse County any funds received from County for any work not satisfactorily completed.

The Contractor may terminate this contract without cause by giving 90 days written notice to the County. In that event, all services satisfactorily rendered up until the date of termination shall be paid to the Contractor.

Termination for Cause: If, through any cause, the Contractor shall fail to fulfill its obligations under this contract in a timely and proper manner, the County shall have the right to terminate this contract by giving written notice to the Contractor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items prepared by the Contractor under this contract shall, at the option of the County, become its property and the Contractor shall be entitled to receive full compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made.. In case of default by the Contractor, without limiting any other remedies for breach available to it, the County may procure the contract services from other sources and hold the Contractor responsible for any excess cost occasioned thereby, not to exceed ten percent (10%) of the cost had Contractor provided the same services. Additionally, Contractor's requirement to pay for the alternative contractor shall not continue beyond the then current contract term. The filing of a petition for bankruptcy by the Contractor shall be an act of default under this contract.

If, through any cause, the County shall fail to fulfill its obligations under this contract in a timely and proper manner, the Contractor shall have the right to terminate this contract by giving written notice to the County and specifying the effective date thereof.

Waiver of Default: Waiver by the County of any default or breach in compliance with the terms of this contract by the Contractor shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be a modification of the terms of this contract unless stated to be such in writing, signed by an authorized representative of the County and the Contractor and attached to the contract.

Availability of Funds: The parties to this contract agree and understand that the availability of funds specified in this contract is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the County. In the event funds specified in this contract become unavailable, the County must immediately notify the Contractor in writing to cease services. Payment is due for all services rendered prior to County's notification to Contractor of non-availability of funds.

Force Majeure: Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

Survival of Promises: All warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

6. INTELLECTUAL PROPERTY RIGHTS

Copyrights and Ownership of Deliverables: All deliverable items produced pursuant to this contract are the exclusive property of the County. The Contractor shall not assert a claim of copyright or other property interest in such deliverables.

Federal Intellectual Property Bankruptcy Protection Act: The Parties agree that the County shall be entitled to all rights and benefits of the Federal Intellectual Property Bankruptcy Protection Act, Public Law 100-506, codified at 11 U.S.C. 365 (n) and any amendments thereto.

7. OVERSIGHT

Audit: All Contractors are subject to being selected for audit by the County, in the course of regular quality review of contracts. Auditors will have access to persons and records related to all contracts or grants entered into by the Contractor and County.

Access to Persons and Records: The State Auditor shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions, including the County, in accordance with General Statute 147-64.7. Additionally, as the State funding authority, the Department of Health and Human Services shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions, including the County.

Record Retention: Records shall not be destroyed, purged or disposed of without the express written consent of the Division. State basic records retention policy requires all grant records to be retained for a minimum of five years or until all audit exceptions have been resolved, whichever is longer. If the contract is subject to federal policy and regulations, record retention may be longer than five years since records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Contract has been started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later. The record retention period for Temporary Assistance for Needy Families (TANF) and MEDICAID and Medical Assistance grants and programs must be retained for a minimum of ten years.

8. WARRANTIES AND CERTIFICATIONS

Date and Time Warranty: The Contractor warrants that the product(s) and service(s) furnished pursuant to this contract (product includes, without limitation, any piece of equipment, hardware, firmware, middleware, custom or commercial software, or internal components, subroutines, and interfaces therein) that perform any date and/or time data recognition function, calculation, or sequencing will support a four digit year format and will provide accurate date/time data and leap year calculations. This warranty shall survive the termination or expiration of this contract.

Certification Regarding Collection of Taxes: G.S. 143-59.1 bars the Secretary of Administration from entering into contracts with vendors that meet one of the conditions of G.S. 105-164.8(b) and yet refuse to collect use taxes on sales of tangible personal property to purchasers in North Carolina. The conditions include: (a) maintenance of a retail establishment or office; (b) presence of representatives in the State that solicit sales or transact business on behalf of the vendor; and (c) systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. The Contractor certifies that it and all of its affiliates (if any) collect all required taxes.

9. MISCELLANEOUS

Choice of Law: This Agreement shall be governed by the laws of the State of North Carolina and should any claim or dispute arise between the Parties that cannot be resolved amicably, then any action to enforce or interpret its terms shall be brought in the General Court of Justice of Buncombe County, North Carolina which

shall have venue and jurisdiction over the subject matter and the Parties. All rights and remedies of County under this Agreement shall be cumulative and none shall exclude any other rights or remedies allowed by law or by equity. The Parties hereby agree that this paragraph establishes exclusive and sole venue and jurisdiction for any legal proceeding in Buncombe County, North Carolina.

Amendment: This contract may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the County and the Contractor.

Severability: In the event that a court of competent jurisdiction holds that a provision or requirement of this contract violates any applicable law, each such provision or requirement shall continue to be enforced to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this contract shall remain in full force and effect.

Headings: The Section and Paragraph headings in these General Terms and Conditions are not material parts of the agreement and should not be used to construe the meaning thereof.

Time of the Essence: Time is of the essence in the performance of this contract.

Executive Order # 24: It is unlawful for any vendor, contractor, subcontractor or supplier of the state to make gifts or to give favors to any state employee. For additional information regarding the specific requirements and exemptions, contractors are encouraged to review Executive Order 24 and G.S. Sec. 133-32. Executive Order 24 also encouraged and invited other State Agencies to implement the requirements and prohibitions of the Executive Order to their agencies. Vendors and contractors should contact other State Agencies to determine if those agencies have adopted Executive Order 24.

Key Personnel: The Contractor shall not replace any of the key personnel assigned to the performance of this contract without notice to the County. The term "key personnel" includes any and all persons identified as such in the contract documents and any other persons subsequently identified as key personnel by the written agreement of the parties.

Care of Property: The Contractor agrees that it shall be responsible for the proper custody and care of any property furnished to it for use in connection with the performance of this contract and will reimburse the County for loss of, or damage to, such property. At the termination of this contract, the Contractor shall contact the County for instructions as to the disposition of such property and shall comply with these instructions.

Travel Expenses: Reimbursement to the Contractor for travel mileage, meals, lodging and other travel expenses incurred in the performance of this contract shall not exceed the rates established in County policy.

Sales/Use Tax Refunds: If eligible, the Contractor shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this contract, pursuant to G.S. 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.

Advertising: The Contractor shall not use the award of this contract as a part of any news release or commercial advertising without the prior written consent of the County.

10. DISPUTES AND LEGAL ACTION

Any dispute between the County and the Contractor arising under or relating to this Contract which either party hereto feels is material shall be reduced to writing by that party and delivered to the other party. The parties hereto shall then negotiate in good faith and use every reasonable effort to resolve such dispute. During the time the parties are attempting to resolve any dispute, each of them shall proceed diligently to perform its duties hereunder.

The laws of North Carolina shall govern this Contract. Any lawsuit arising out of this Contract, whether brought by the Contractor or the County, shall be brought in the General Court of Justice for Buncombe County, North Carolina.

Monitoring and Evaluation

Monitoring and Evaluation as outlined in Section N.

Responsibilities for Liabilities

Each party hereto agrees to be responsible for its own liabilities and that of its officers, employees, agents or representatives arising out of this contract to the extent permitted by law. The Contractor is responsible for all professional insurance's related to Contractor's work and for compliance with all practice standards.

11. SOCIAL MEDIA POLICY

All social media related to implementation of this contract shall be approved by the contract monitor and shall be subject to the Buncombe County Social Media Policy. The policy may reviewed at the following link: https://www.buncombecounty.org/common/humanServices/BC_Social_Media_Policy.pdf

C. SCOPE OF WORK

HHS will:

1. Provide payment to the Contractor for the purchase of Children Services Transportation.
2. The County must assure that transportation providers maintain the appropriate level of liability insurance for vehicles used to transport BCHHS clients.
3. Keep the Contractor informed of any alterations in and/or to the regulations governing the service program.

The Contractor will:

1. As accepted by the Contractor, provide transportation to eligible clients, primarily for foster youth.
2. Provide vehicles and maintain insurance.
3. Ensure that all vehicles are properly equipped to meet the special needs of passengers.
4. Ensure that all drivers are 18 years of age, and properly licensed to operate the specific vehicle used in providing Transportation. The Contractor shall provide a list of all drivers, verifying that they are 18 years of age or older and properly licensed.
5. Ensure that the driving records of each driver are reviewed on a regular basis. The Contractor shall provide driving records of each driver on a semi-annual basis to the County.
6. All vehicles used to transport clients must have a valid State Registration and State Inspection stickers. The Contractor shall send a copy of each vehicle's registration to the County as registrations are renewed or new vehicles are put into service. The Contractor shall also send a copy of verification of inspection as each vehicle is placed in service or the Inspection Sticker is renewed.
7. Maintain a criminal history report for each driver transporting children via this agreement and obtain an update on the report every 6 months. Perform a NC Sexual Offender Registry check for each driver transporting children via this agreement and obtain an update on the report every 6 months. The web address is <https://www.nc.gov/sex-offender-registry>. Any results of such checks must be maintained during the contract period and one year following the contract period for review by the County. Registered sex offenders shall not transport any children.
8. Make every attempt to utilize the same driver for each child that has repeat transportation needs.
9. Must meet the minimum requirements as stated in the Financial Responsibility of Taxicab Operators in North Carolina General Statute § 20-280. Taxicabs must also meet the requirements of the local jurisdiction/authority in which they do business. Taxicab operators must verify to the County that the Financial Responsibility requirements have been met.

10. Ensure that all children are restrained according to law and American Academy of Pediatrics recommendations which includes:

(a) Every driver transporting one or more passengers of less than 16 years of age shall have such passengers properly secured in a child passenger restraint system or seat belt which meets federal standards applicable at the time of its manufacture.

(b) A child less than eight years of age and less than 80 pounds in weight shall be properly secured in a weight-appropriate child passenger restraint system. In vehicles equipped with an active passenger side front air bag, if the vehicle has a rear seat, a child less than five years of age and less than 40 pounds in weight shall be properly secured in a rear seat, unless the child restraint system is designed for use with air bags. If no seating position equipped with a lap and shoulder belt to properly secure the weight-appropriate child passenger restraint system is available, a child less than eight years of age and between 40 and 80 pounds may be restrained by a properly fitted lap belt only.

(c) All infants and toddlers should ride in a rear-facing car safety seat (CSS) until they are 2 years of age or until they reach the highest weight or height allowed by the manufacturer of their CSS.

(d) All children 2 years or older, or those younger than 2 years who have outgrown the rear-facing weight or height limit for their CSS, should use a forward-facing CSS with a harness for as long as possible, up to the highest weight or height allowed by the manufacturer of their CSS.

(e) All children whose weight or height is above the forward-facing limit for their CSS should use a belt positioning booster seat until the vehicle lap-and-shoulder seat belt fits properly, typically when they have reached 4 feet 9 inches in height and are between 8 and 12 years of age.

(f) When children are old enough and large enough to use the vehicle seat belt alone, they should always use lap-and-shoulder seat belts for optimal protection.

(g) All children younger than 13 years should be restrained in the rear seats of vehicles for optimal protection.

(h) All children aged 8 years old, or up to 80 pounds, must be transported in the back seats of cars. If there are more children than the back seat allows restraints/car seats for, then more than one car should be used.

11. Referred foster children will not be transported with clients referred by other agencies.

12. Ensure that recordings remain confidential. Recordings will not be released without BCHHS consent. These recordings will be kept for a minimum of 30 days

13. Ensure that all drivers have attended Car Seat Installation training offered by BCHHS, directly from NCKids and/or offered by Everdriven. Contract administrator will provide the training dates as they are scheduled through BCHHS and/ or the contractor will provide contract administrator proof of completed training if achieved directly through NCKids and/or Everdriven.

Fiscal Provisions:

1. Payment from the County to the Contractor under the terms of this contract will be up to a maximum of \$109,000 for the period July 1, 2022 through June 30, 2023. Payment will be in accordance with the current budget approved by the County.
2. Fees and Services:
 - (a) There will be a per trip fee of \$40.00 plus \$2.50 per mile with a minimum of 12 miles billed for up to 5 students per trip.
 - (b) Additional fees per trip are as follows: - \$35.00 per student Wheelchair fee -\$5.00 per student Car Seat/Safety Vest fee - \$60.00 per hour, billed in 15 minute increments Wait Time Fee -\$25.00 per hour, with a 2 hour minimum, Monitor Fee
 - (c) Contractor will bill full price of a scheduled trip for any transport that is a No Show, meaning the driver arrives and the child is not at pick up location OR Late Cancellation (with less than 2 hours notice to Contractor).
 - (d) When the average gasoline price exceeds \$5.00 per gallon, the mileage rate will be increased by calculating 30% of the price of gasoline that exceeds \$5.00 and adding it to the base mileage rate. For example, if the price of gasoline, according to the gasoline price index, is \$5.20, the increase would be 30% of 20 cents, or 6 cents.
3. The Contractor will report the last invoice for May Services to Clients and invoice the County by the fourth business day of June of the current year and the invoice cannot be dated no later than May 31st of the current year.
4. The Contractor will report the last invoice for June services to Clients and invoice the County by the fourth business day of July of the current year and the invoice cannot be dated no later than June 30th of the current year.
5. The Contractor will submit two monthly invoices to the County, one for all school transports and another for singular transports. Any payment not received by Contractor within thirty (30) days of submitted invoice shall accrue interest at the lesser of (a) the rate of one and one-half percent per month or (b) the maximum rate allowed by law, commencing with the date of the invoice until payment is actually received by Contractor.
6. The County will report this monthly disbursement under the following budgetary line item:

Budget Request:

| Fund | Cost Center | Program | Spend Category | Amount |
|-------------|-----------------------------|-------------------|-----------------------|--------------|
| 100 General | Division of Social Services | Foster Care (PPL) | Client Transportation | \$109,000.00 |

D. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS & CERTIFICATION REGARDING NONDISCRIMINATION

I. By execution of this Agreement the Contractor certifies that it will provide a drug-free workplace by:

- A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- B. Establishing a drug-free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The Contractor's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- C. Making it a requirement that each employee be engaged in the performance of the agreement be given a copy of the statement required by paragraph (A);
- D. Notifying the employee in the statement required by paragraph (A) that, as a condition of employment under the agreement, the employee will:
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- E. Notifying the County within ten days after receiving notice under subparagraph (D)(2) from an employee or otherwise receiving actual notice of such conviction;
- F. Taking one of the following actions, within 30 days of receiving notice under subparagraph (D)(2), with respect to any employee who is so convicted:
 - (1) Taking appropriate personnel action against such an employee, up to and including termination; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A), (B), (C), (D), (E), and (F).

II. The site(s) for the performance of work done in connection with the specific agreement are listed below:

| Address | City | State | Zip Code |
|---------|------|-------|----------|
|---------|------|-------|----------|

Contractor will inform the County of any additional sites for performance of work under this agreement.

False certification or violation of the certification shall be grounds for suspension of payment, suspension or termination of grants, or government-wide Federal suspension or debarment 45 C.F.R. Section 82.510. Section 4 CFR Part 85, Section 85.615 and 86.620.

Certification Regarding Nondiscrimination

The Vendor certifies that it will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the

Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) the Food Stamp Act and USDA policy, which prohibit discrimination on the basis of religion and political beliefs; and (i) the requirements of any other nondiscrimination statutes which may apply to this Agreement.

E. CONFLICT OF INTEREST

Conflict of Interest: A conflict of interest is defined as an actual or perceived interest by a (staff member/Board member) in an action that results in, or has the appearance of resulting in, personal, organizational, or professional gain. A conflict of interest occurs when an employee/Board member has a direct or fiduciary interest in another relationship. A conflict of interest could include, but is not limited to:

- Ownership with a member of the Board of Directors/Trustees or an employee where one or the other has supervisory authority over the other or with a client who receives services.
- Employment of or by a member of the Board of Directors/Trustees or an employee where one or the other has supervisory authority over the other or with a client who receives services.
- Contractual relationship with a member of the Board of Directors/Trustees or an employee where one or the other has supervisory authority over the other or with a client who receives services.
- Creditor or debtor to a member of the Board of Directors/Trustees or an employee where one or the other has supervisory authority over the other or with a client who receives services.
- Consultative or consumer relationship with a member of the Board of Directors/Trustees or an employee where one or the other has supervisory authority over the other or with a client who receives services.

The definition of conflict of interest includes any bias or the appearance of bias in a decision-making process that would reflect a dual role played by a member of the organization or group. An example, for instance, might involve a person who is an employee and a Board member, or a person who is an employee and who hires family members as consultants.

By signing this contract, the undersigned agrees to adopt and adhere to the following policies:

The Board of Directors/Trustees or other governing persons, officers, employees or agents are to avoid any conflict of interest, even the appearance of a conflict of interest. The Organization's Board of Directors/Trustees or other governing body, officers, staff and agents are obligated to always act in the best interest of the organization. This obligation requires that any Board member or other governing person, officer, employee or agent, in the performance of Organization duties, seek only the furtherance of the Organization mission. At all times, Board members or other governing persons, officers, employees or agents, are prohibited from using their job title, the Organization's name or property, for private profit or benefit.

- A. The Board members or other governing persons, officers, employees, or agents of the Organization should neither solicit nor accept gratuities, favors, or anything of monetary value from current or potential contractors/vendors, persons receiving benefits from the Organization or persons who may benefit from the actions of any Board member or other governing person, officer, employee or agent. This is not intended to preclude bona-fide Organization fund raising-activities.
- B. A Board or other governing body member may, with the approval of Board or other governing body, receive honoraria for lectures and other such activities while not acting in any official capacity for the Organization. Officers may, with the approval of the Board or other governing body, receive honoraria for lectures and other such activities while on personal days, compensatory time, annual leave, or leave without pay. Employees may, with the prior written approval of their supervisor, receive honoraria for lectures and other such activities while on personal days, compensatory time, annual leave, or leave without pay. If a Board or other governing body member, officer, employee or agent is acting in any official capacity, honoraria received in connection with activities relating to the Organization are to be paid to the Organization.
- C. No Board member or other governing person, officer, employee, or agent of the Organization shall participate in the selection, award, or administration of a purchase or contract with a vendor where, to his knowledge,

any of the following has a financial interest in that purchase or contract:

1. The Board member or other governing person, officer, employee, or agent;
 2. Any member of their family by whole or half blood, step or personal relationship or relative-in-law;
 3. An organization in which any of the above is an officer, director, or employee;
 4. A person or organization with whom any of the above individuals is negotiating or has any arrangement concerning prospective employment or contracts.
- D. Duty to Disclosure -- Any conflict of interest, potential conflict of interest, or the appearance of a conflict of interest is to be reported to the Board or other governing body or one's supervisor immediately.
- E. Board Action -- When a conflict of interest is relevant to a matter requiring action by the Board of Directors/Trustees or other governing body, the Board member or other governing person, officer, employee, or agent (person(s)) must disclose the existence of the conflict of interest and be given the opportunity to disclose all material facts to the Board and members of committees with governing board delegated powers considering the possible conflict of interest. After disclosure of all material facts, and after any discussion with the person, he/she shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists. In addition, the person(s) shall not participate in the final deliberation or decision regarding the matter under consideration and shall leave the meeting during the discussion of and vote of the Board of Directors/Trustees or other governing body.
- F. Violations of the Conflicts of Interest Policy -- If the Board of Directors/Trustees or other governing body has reasonable cause to believe a member, officer, employee or agent has failed to disclose actual or possible conflicts of interest, it shall inform the person of the basis for such belief and afford the person an opportunity to explain the alleged failure to disclose. If, after hearing the person's response and after making further investigation as warranted by the circumstances, the Board of Directors/Trustees or other governing body determines the member, officer, employee or agent has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.
- G. Record of Conflict -- The minutes of the governing board and all committees with board delegated powers shall contain:
1. The names of the persons who disclosed or otherwise were found to have an actual or possible conflict of interest, the nature of the conflict of interest, any action taken to determine whether a conflict of interest was present, and the governing board's or committee's decision as to whether a conflict of interest in fact existed.
 2. The names of the persons who were present for discussions and votes relating to the transaction or arrangement that presents a possible conflict of interest, the content of the discussion, including any alternatives to the transaction or arrangement, and a record of any votes taken in connection with the proceedings.

If the Contractor elects to provide a copy of an adopted Conflict of Interest Policy in lieu of the above policy, it must be submitted and approved by the County before the Contract will be signed by the County. Otherwise, it is understood that the Contractor will be agreeing to and adopting Sections D – G of the Policy outlined above by signing this Contract.

F. OVERDUE TAXES

Certification:

The Contractor certifies that they do not have any overdue tax debts, as defined by N.C.G.S. 105-243.1, at the federal, State, or local level. We further understand that any person who makes a false statement in violation of N.C.G.S. 143C-6-23(c) is guilty of a criminal offense punishable as provided by N.C.G.S. 143C-10-1. We also acknowledge and understand that any misuse of State funds will be reported to the appropriate authorities for further action.

G. CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Buncombe County Health and Human Services
Certification for Contracts, Grants, Loans and Cooperative Agreements

Public Law 103-227, Part C-Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by

an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 per day and/or the imposition of an administrative compliance order on the responsible entity.

By signing this agreement, the Contractor certifies that it will comply with the requirements of the Act. The Contractor further agrees that it will require the language of this certification be included in any subawards which contain provisions for children's services and that all subgrantees shall certify accordingly.

County of Buncombe Smoking Policy

As of February 18, 2020, no person shall use any tobacco product, including, but not limited to: snuff, chewing tobacco, smokeless tobacco, e-cigarettes or vaping tool, smoking, carrying or possessing a lighted cigar, cigarette, pipe or other lighted smoking equipment/paraphernalia in any Buncombe County buildings, on Buncombe County grounds, or in Buncombe County vehicles.

- Local government building – a building owned, leased, or occupied by Buncombe County.
- Grounds – An unenclosed area owned, leased, or occupied by Buncombe County.
- Vehicle – A passenger-carrying vehicle owned, leased, or otherwise controlled by Buncombe County and assigned permanently or temporarily by Buncombe County to Buncombe County employees, agencies, institutions, or facilities for official Buncombe County business.

As of January 2, 2010, Buncombe County no longer provides smoking areas. Smoking is prohibited on all county property. Any person and/or county employee violating the provisions of this ordinance shall be responsible for an infraction, and the person committing the infraction may be punished by a fine of not more than fifty dollars (\$50). Should a county employee violate the smoking ban, they shall be subject to disciplinary action in addition to the fine.

By signing this agreement, I hereby acknowledge receipt of a copy of the Buncombe County Smoking Policy. I understand that it is my responsibility to become familiar with and abide by this policy, in so far as it applies to the duties which I perform for Buncombe County.

H. COMPLIANCE WITH APPLICABLE LAWS

Contractor agrees to comply with all federal, state and local laws, administrative regulations and licensing requirements that are applicable to this contract, including but not limited to the following:

All laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to conducting the business of this contract, including those of federal, state, and local agencies having jurisdiction and/or authority.

- I. **Title VI, Civil Rights Compliance:** In accordance with Federal law and U.S. Department of Agriculture (USDA) and U.S. Department of Health and Human Services (HHS) policy, this institution is prohibited from discriminating on the basis of race, color, sex, sexual orientation, gender identity, or national origin, age or disability. Under the Food Stamp Act and USDA policy, discrimination is prohibited also on the basis of religion or political beliefs. <http://www.hhs.gov/ocr/civilrights/resources/specialtopics/lep/policyguidancedocument.html>

The Contractor should develop an implementing plan to address the language assistance needs of the Limited English Proficiency population served. For additional assistance and information regarding LEP matters, see <http://www.lep.gov>.

- II. **Title VII of the Civil Rights Act of 1964** and all requirements imposed by or pursuant to the regulations of the Department of Health and Human Services issued pursuant to the Title. Equal Employment Opportunity: The Contractor shall comply with all federal and State laws relating to equal employment opportunity. <http://www.hhs.gov/ocr/civilrights/resources/specialtopics/tanf/crrequirementsfederalemloyment.html>
- III. **Terms of Section 504 of the Rehabilitation Act of 1973** and all requirements imposed by or pursuant to the regulations of the Department of Health and Human Services issued pursuant to the Section, which prohibit discrimination against handicapped persons in employment and in the operation of programs and activities. <http://www.hhs.gov/sites/default/files/ocr/civilrights/resources/factsheets/504.pdf>

IV. **Americans with Disabilities Act of 1990** and all requirements imposed by or pursuant to the regulations of the Department of Health and Human Services issued pursuant to the Act.
<http://www.hhs.gov/sites/default/files/ocr/civilrights/resources/factsheets/ada.pdf>
<http://www.ada.gov>

V. **Health Insurance Portability and Accountability Act (HIPAA)**: The Contractor agrees that, if the County determines that some or all of the activities within the scope of this contract are subject to the Health Insurance Portability and Accountability Act of 1996, P.L. 104-91, as amended ("HIPAA"), or its implementing regulations, it will comply with the HIPAA requirements and will execute such agreements and practices as the County may require to ensure compliance.

- (a) **Data Security**: The Contractor shall adopt and apply data security standards and procedures that comply with all applicable federal, state and local laws, regulations and rules.
- (b) **Duty to Report**: The Contractor shall report a suspected or confirmed security breach to the HHS Contract Administrator within twenty-four (24) hours after the breach is first discovered, provided that the Contractor shall report a breach involving Social Security Administration data or Internal Revenue Service data within one (1) hour after the breach is first discovered.
- (c) **Cost Borne by Contractor**: If any applicable federal, state or local law, regulation or rule requires the Contractor to give written notice of a security breach to affected persons, the Contractor shall bear the cost of the notice.
<http://www.hhs.gov/ocr/privacy/hipaa/understanding/summary/index.html>
<http://www.hhs.gov/ocr/privacy/hipaa/understanding/srsummary.html>

VI. **Trafficking Victims Protection Act of 2000**:

The Contractor will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104)

Confidentiality

The Contractor is required to keep confidential any information about a client that is shared by Human Services or the client. Such information shall be shared only among Human Services staff and Contractor's subcontractors providing service under this contract who need to know in order to coordinate, manage, or deliver services to the client.

Any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Contractor under this agreement shall be kept as confidential and not divulged or made available to any third party individual or organization without the prior written approval of the County. Contractor may disclose information as set for above to subcontractors if the subcontractors agree to the confidentiality provision of this Agreement. The Contractor acknowledges that in receiving, storing, processing or otherwise dealing with any confidential information it will safeguard and not further disclose the information except as otherwise provided in this contract.

Records and confidentiality

All records and related materials are the property of the County and must be maintained and secured in accordance with administrative code, legal and policy mandates. These materials (written or oral) cannot be copied/shared/maintained without expressed authority of the County.

The Contractor agrees, by signing this contract, to access and become familiar with content of training videos on Title VI, Title VII, HIPAA (when applicable) and Confidentiality training on an annual basis (each contract fiscal year) for each employee that provides services to Health and Human Services under this contract.

The Contractor also agrees to maintain a log of training, containing the Training Title, Date and Name of Training completed. This log must be made available to the Contract Administrator upon request.

To assist with your training curriculum, the following link contains examples of material which fulfills the compliance requirements for Human Services.

<http://training.buncombecounty.org/health-services/default.aspx>

Should a violation or an "alleged" violation of any of these policies occur, Contractor is required to immediately notify the Human Services Contract Administrator.

State Certification

The person who signs this document should read the text of the statutes listed below and consult with counsel and other knowledgeable persons before signing.

- The text of Article 2 of Chapter 64 of the North Carolina General Statutes can be found online at: http://www.ncqa.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter_64/Article_2.pdf
- The text of G.S. 105-164.8(b) can be found online at: http://www.ncqa.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_105/GS_105-164.8.pdf
- The text of G.S. 143-48.5 (S.L. 2013-418, s. 2.(d)) can be found online at: <http://www.ncqa.state.nc.us/Sessions/2013/Bills/House/PDF/H786v6.pdf>
- The text of G.S. 143-59.1 can be found online at: http://www.ncqa.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.1.pdf
- The text of G.S. 143-59.2 can be found online at: http://www.ncqa.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.2.pdf
- The text of G.S. 147-33.95(g) (S.L. 2013-418, s. 2.(e)) can be found online at: <http://www.ncqa.state.nc.us/Sessions/2013/Bills/House/PDF/H786v6.pdf>

Certifications

- (1) E Verify: The undersigned hereby certifies that the Contractor complies with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Contractor shall also require any and all of its subcontractors to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.
- (2) Pursuant to G.S. 143-59.1(b), the undersigned hereby certifies that the Contractor named herein is not an "ineligible Contractor" as set forth in G.S. 143-59.1(a) because:
 - (a) Neither the Contractor nor any of its affiliates has refused to collect the use tax levied under Article 5 of Chapter 105 of the General Statutes on its sales delivered to North Carolina when the sales met one or more of the conditions of G.S. 105-164.8(b); and
 - (b) check one of the following lines:
 Neither the Contractor nor any of its affiliates has incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001; or
 The Contractor or one of its affiliates has incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001 but the United States is not the principal market for the public trading of the stock of the corporation incorporated in the tax haven country.
- (3) Pursuant to G.S. 143-59.2(b), the undersigned hereby certifies that none of the Contractor's officers, directors, or owners (if the Contractor is an unincorporated business entity) has been convicted of any violation of Chapter 78A of the General Statutes or the Securities Act of 1933 or the Securities Exchange Act of 1934 within 10 years immediately prior to the date of the bid solicitation.
- (4) The undersigned hereby certifies further that:
 - (a) He or she is a duly authorized representative of the Contractor named herein;
 - (b) He or she is authorized to make, and does hereby make, the foregoing certifications on behalf of the Contractor; and
 - (c) He or she understands that any person who knowingly submits a false certification in response to the requirements of G.S. 143-59.1 and -59.2 shall be guilty of a Class I felony.

(5) The Clean Air Act, Section 306; 42 U.S.C. §7401 et seq. (1970), the undersigned hereby certifies that the Contractor or their affiliates have not been convicted of any offense under Section 113(c).
<https://www.epa.gov>

(6) The Clean Water Act; 33 U.S.C. §1251 et seq. (1972) the undersigned hereby certifies that the Contractor or their affiliates have not been convicted of any offense under Section 309(c).
<https://www.epa.gov>

I. CERTIFICATION REGARDING LOBBYING

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

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal, state or local government agency, a Member of Congress, a Member of the General Assembly, an officer or employee of Congress, an officer or employee of the General Assembly, an employee of a Member of Congress, or an employee of a Member of the General Assembly in connection with the awarding of any Federal or state contract, the making of any Federal or state grant, the making of any Federal or state loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal or state contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal, state or local government agency, a Member of Congress, a Member of the General Assembly, an officer or employee of Congress, an officer or employee of the General Assembly, an employee of a Member of Congress, or an employee of a Member of the General Assembly in connection with the awarding of any Federal or state contract, the making of any Federal or state grant, the making of any Federal or state loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal or state contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Notwithstanding other provisions of federal OMB Circulars-CFR Title 2, Grants and Agreements, Part 200, costs associated with the following activities are unallowable:

- a. Attempts to influence the outcomes of any Federal, State, or local election, referendum, initiative, or similar procedure, through in kind or cash contributions, endorsements, publicity, or similar activity;
- b. Establishing, administering, contributing to, or paying the expenses of a political party, campaign, political action committee, or other organization established for the purpose of influencing the outcomes of elections;
- c. Any attempt to influence: (i) The introduction of Federal or State legislation; or (ii) the enactment or modification of any pending Federal or State legislation through communication with any member or employee of the Congress or State legislature (including efforts to influence State or local officials to engage in similar lobbying activity), or with any Government official or employee in connection with a decision to sign or veto enrolled legislation;
- d. Any attempt to influence: (i) The introduction of Federal or State legislation; or (ii) the enactment or modification of any pending Federal or State legislation by preparing, distributing or using

publicity or propaganda, or by urging members of the general public or any segment thereof to contribute to or participate in any mass demonstration, march, rally, fundraising drive, lobbying campaign or letter writing or telephone campaign; or

- e. Legislative liaison activities, including attendance at legislative sessions or committee hearings, gathering information regarding legislation, and analyzing the effect of legislation, when such activities are carried on in support of or in knowing preparation for an effort to engage in unallowable lobbying.

J. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, ET AL.

By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

1. The certification in this clause is a material representation of the fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
2. The prospective lower tier participant will provide immediate written notice to the person to which the proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
4. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, determined ineligible or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.
5. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency of which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for transactions authorized in paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension, and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

- a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

K. HIPAA BUSINESS ASSOCIATE ADDENDUM

If applicable, Business Associate Agreement will be executed as a separate document.

L. CERTIFICATION REGARDING TRANSPORTATION

By execution of this Agreement the Contractor certifies that it will provide safe client transportation by:

1. Insuring that all drivers (including employees, contractors, contractor's employees, and volunteers) shall be at least 18 years of age;
2. Insuring that all drivers (including as applicable employees, contractors, contractor's employees, subcontractors and volunteers) shall be licensed to operate the specific vehicle used in transporting clients in accordance with Chapter 20-7 of the General Statutes of North Carolina and the Division of Motor Vehicle requirements;
3. Insuring that all vehicles transporting clients shall have at least the minimum level of general and auto liability insurance appropriate for the type of vehicle as defined by Article 7, Rule R2-36 of the North Carolina Utilities Commission.
 - a. Public Transportation: The Contractor shall provide general and automobile liability insurance with a minimum combined single limit of \$5,000,000 for bodily injury and property damage; a limit of \$5,000,000 for uninsured/under insured motorist coverage and a limit of \$25,000.00 for medical payment coverage unless otherwise stated.
 - a. Private Transportation: The Contractor shall provide general and automobile liability insurance with a combined single limit of \$1,000,000 for bodily injury and property damage; and a limit of \$5,000.00 for medical payment coverage hired and non-owned only. The Contractor's subcontractors shall provide uninsured/under insured motorist coverage of \$100,000 each person for bodily injury and \$300,000 each accident for bodily injury.
4. Insuring that the contractor shall have written policies and procedures regarding how drivers handle and report client emergencies and/or vehicle crashes involving clients to contractor and how contractor notifies Buncombe County Health and Human Services;
5. Contractor will maintain records documenting the following (County may require contractor to provide):
 - a. Valid current copies of Driver's License for all drivers.
 - b. Current valid Inspection and Vehicle Registration for all vehicles transporting clients.
 - c. Driver screening policy and driving records for all drivers for the past three years, including agency employees who transport recipients and contract transportation vendors, should be reviewed at a minimum of every 12 months.
 - d. Drivers must have no more than two chargeable accidents or moving violations in the past (3) three years and must not have a driver's license suspension or revocation with the past (5) five years. Applicants for driving positions shall be required to submit a copy of their driving record for the last three years prior to the date of application. Driving records may be obtained from the Department of Motor Vehicles (DMV).
 - e. Criminal Background checks through North Carolina Law Enforcement or NCIC prior to

employment and at every annual contract renewal.

- f. Alcohol and Drug Testing policy and Testing Requirements to meet the Federal Transit Authority guidelines including documentation of pre-employment, random and for cause testing.

- 6. Disclosing, at the outset of the contract, upon renewal and upon request, any criminal convictions, or other reasons for disqualifications from participation in Medicare, Medicaid or Title XX programs.

M. IRS FEDERAL TAX EXEMPTION 501(c)(3)

This attachment is not applicable to this contract.

N. NOTICE OF CERTAIN REPORTING AND AUDIT REQUIREMENTS

The purpose of this section is to communicate and obtain acknowledgement of receipt by the Contractor of programmatic and fiscal compliance monitoring guidelines in accordance with the Office of Management and Budget's (OMB) Uniform Guidance 2 CFR Part 200, Subpart F, which requires that pass-through entities monitor the activities of their subcontractors as necessary to ensure that federal awards are used for authorized purposes in compliance with laws, regulations, and the provisions of contracts or grant agreements and to determine if performance goals are being achieved.

BCHHS is a pass-through entity and is required to monitor the activities of their subrecipients as necessary to ensure that federal awards are used for authorized purposes in compliance with laws, regulations, and the provisions of contracts or grant agreements and determine if performance goals are being achieved.

Subrecipients are assessed for risk based on, but not limited to, the following: subrecipient financial reporting; findings from the single county audit or independent audits; findings and follow-up from any previous corrective action plan; complexity of the program; prior experience with the subrecipient and history; past experience with paybacks; size of the award and percentage of award allocated to subrecipient; complexity of award requirements; single or multi-year award; management systems, internal controls and financial stability; and other relevant factors identified by the monitoring staff.

1. Important Note for Audit Requirements

If you receive \$750,000 or more in Federal funds, then an annual audit must be performed in accordance with the Single Audit Act of 1984 (amended in 1996) and 2 CFR 200. The audit report must be submitted to the North Carolina Department of Health and Human Services and the State Auditor under G.S. 143C-6-23. Those subrecipients which receive less than \$750,000 in Federal funds may nonetheless be selected for audit by Independent Auditors auditing BCHHS or by internal auditors of BCHHS.

2. Monitoring Requirements

BCHHS is required, as a pass-through entity, to perform various monitoring activities, such as reviewing reports submitted by the subrecipient; performing site visits to review financial and programmatic records and observe operations; arranging for agreed-upon procedures engagements for certain aspects of activities, such as eligibility determinations; reviewing the subrecipient's single audit or program-specific audit results; evaluating audit findings and the subrecipient's corrective action plan; and other relevant factors identified by the monitoring staff.

O. SERVICE INTEGRATION AND COORDINATION

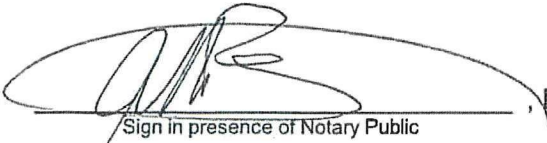
This attachment is not applicable to this contract.

P. SUBRECIPIENT REQUIREMENTS

This attachment is not applicable to this contract.

Certification Warranty:

The contractor/undersigned certifies that all certifications contained within this contract are factual and true.

Contractor Signature: , Date: 9/27/2022
Sign in presence of Notary Public

County of Arapahoe
State of Colorado

I, Morgan Speer
Notary Public

Notary Public for said

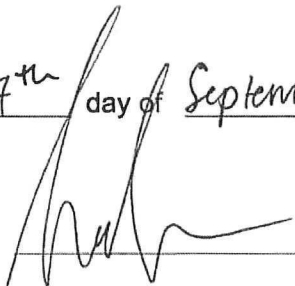
County and State, certify that J. Mitchell Bowling, personally appeared
Signer of Contract if Corporation / Name of individual if sole proprietor.

before me this 27th day and acknowledge that he/she is J. Mitchell Bowling, CEO
Name of Signatory

of Averetech and by that authority duly
Company and City if Corporation / City if Sole Proprietor

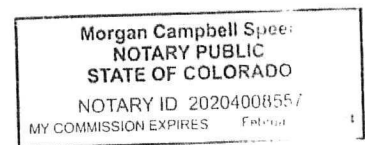
given affirm that the foregoing certifications are factual and true to the best of my belief.

Sworn to and subscribed before me this 27th day of September, 2022.


(Official Seal)

Notary Public

My Commission expires February 28, 2024.



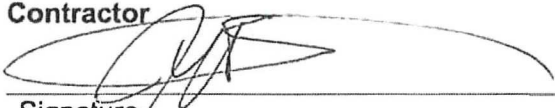
Signature Warranty:

The individuals signing this Contract personally warrant that they have the right and power to enter into this Contract on behalf of the Contractor and County, to grant the rights granted under this Contract, and to undertake the obligations undertaken in this Contract.

This Contract shall only become a binding contract when signed by both the Contractor and County. This Contract may be signed in counterparts by the parties. It is not necessary that the signatures of the parties appear on the same counterpart or counterparts. All counterparts shall collectively constitute a single contract. Executed counterparts of this Contract may be delivered by email transmission. The parties intend that emailed signatures constitute original signatures and that an email-transmitted Contract containing signatures of the parties is binding on the parties having signed such email-transmitted Contract. The parties agree that the Uniform Electronic Transactions Act shall be applicable and enforceable as to such execution and delivery.

Any modification, alteration, or change to this contract and/or addendum offered for signature by Buncombe County for the purchase or provision of any service or good shall immediately void the contract and shall require any funds paid to the provider by Buncombe County to be refunded to the county immediately.

Contractor



Signature

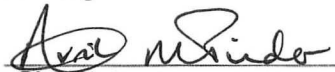
9-27-22

Date

J. Mitchell Bowling

Printed Name

County



Signature

9/29/2022

Date

Avril Pinder

Printed Name

Title: County Manager
Buncombe County

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.


Buncombe County Chief Financial Officer

WD# _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

| |
|---|
| Named Insured: Endorsement Effective Date: |
|---|

SCHEDULE

| |
|--|
| Name Of Person(s) Or Organization(s): WHERE REQUIRED BY WRITTEN CONTRACT |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

| Name Of Additional Insured Person(s) Or Organization(s) | Location(s) Of Covered Operations |
|--|-----------------------------------|
| As required by written contract signed by both parties prior to loss. | |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | |

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
 2. The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.