

**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: 828-250-5897
Attention: Vicki Jones
Buyer Contract Number: 2728

CONTRACTOR

Hope for the Future, Inc.
P.O. Box 17429
Asheville, NC 28816
828 230-8040
828 505-4662
Akinch1@aol.com
Tax Id: 20-5252407
Attention: Athena Kinch

GENERAL INFORMATION

Contract Description: FY2019 Guardianship Case Management
Effective: July 1, 2018 - June 30, 2019
Contract Type: SERVICES
Contract Subtype:
Contract Classification: HUM SRV
Contract Subclassification:

1. 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 Hope for the Future, Inc. (the "Contractor") (referred to collectively as the "Parties"). The Contractor's federal tax identification number or Social Security Number is 20-5252407.

1. This Contract consists of the following:

- (1) This contract
- (2) The General Terms and Conditions
- (3) The Scope of Work, description of services, and rate
- (4) Federal Certification Regarding Drug-Free Workplace & Certification Regarding Nondiscrimination
- (5) Conflict of Interest
- (6) No Overdue Taxes
- (7) Federal Certification Regarding Environmental Tobacco Smoke
- (8) Compliance with Applicable Laws
- (9) If applicable, Federal Certification Regarding Lobbying
**(Required if \$25,000 of Federal participation is involved)
- (10) If applicable, Federal Certification Regarding Debarment
**(Required if \$25,000 of Federal participation is involved)
- (11) If applicable, HIPAA Business Associates Addendum
or HIPAA Government Associates Addendum
**(Required if any health related information is shared)
- (12) If applicable, Certification of Transportation

******(Required if providing transportation services)

(13) If applicable, IRS federal tax exempt letter or 501 (c)(3) <https://www.irs.gov/uac/about-form-1023>

(14) If applicable, Certain Reporting and Auditing Requirements

******(Required if Contract is for Financial Assistance based on Contract Determination Questionnaire)

(15) Certification of Eligibility Under the Iran Divestment Act

(16) HHS Service Integration and Coordination

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 1, 2018 and shall terminate on June 30, 2019. 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:

Contract Administrator

Katie Swanson

828-250-5307

Katie.swanson@buncombecounty.org

FOR THE CONTRACTOR:

Athena Kinch

P.O. Box 17429

Asheville, NC 28816

828 230-8040

828 505-4662

Athena.Kinch@aol.com

9. Supplementation of Expenditure of Public Funds: The Contractor assures that funds received pursuant to this contract shall be used only to supplement, not to supplant, the total amount of federal, state and local public funds that the Contractor otherwise expends for contract services and related programs. Funds received under this contract shall be used to provide additional public funding for such services; the funds shall not be used to reduce the Contractor's total expenditure of other public funds for such services.

10. Disbursements: As a condition of this contract, the Contractor acknowledges and agrees to make disbursements in accordance with the following requirements:

- (a) Implement adequate internal controls over disbursements;
- (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 disbursement
- (c) Assure adequate control of signature stamps/plates;
- (d) Assure adequate control of negotiable instruments; and
- (e) Implement procedures to insure that account balance is solvent and reconcile the account monthly.

11. 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.

12. Signature Warranty: The undersigned represent and warrant that they are authorized to bind their principals to the terms of this agreement.

13. 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.

2. GENERAL TERMS AND CONDITIONS

a) 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. Any approved subcontract shall be subject to all conditions of this contract. Only the subcontractors specified in the contract documents are to be considered approved upon award of the contract. The County shall not be obligated to pay for any work performed by any unapproved subcontractor. The Contractor shall be responsible for the performance of all of its subcontractors.

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.

b) **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 of or any 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:

(a) **Worker's Compensation** - If the Contractor is an employer, the contractor shall provide and maintain Worker's Compensation Insurance as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$500,000.00, 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 naming Buncombe County as "ADDITIONAL INSURED" on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$1,000,000.00 Combined Single Limit. (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.

The following paragraphs regarding Automobile Liability Insurance apply ONLY to Contractors whose vehicles are used specifically in the performance of this contract. The Contractor is not required to provide and maintain automobile liability insurance on any vehicle – owned, hired, or non-owned -- unless the vehicle is used in the performance of this contract.

(c) **Automobile Liability Insurance-** The Contractor shall provide automobile liability insurance with a combined single limit of \$500,000.00 for bodily injury and property damage; a limit of \$500,000.00 for uninsured/under insured motorist coverage; and a limit of \$5,000.00 for medical payment coverage.

The Contractor shall provide this insurance for all automobiles that are:

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

B. hired by the Contractor and used in the performance of this contract; and

C. 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. 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 the requirements of this paragraph.

(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.

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.

c) **CORRECTIVE ACTION**

If the County deems the contractor to be deficient in its performance under this contract, the County may specify the deficiencies and request that a corrective action plan be submitted within 20 days.

Elements of a satisfactory plan will be prescribed by the County and may include, but are not limited to:

Actions to be taken to ensure correction of deficiencies
Measurement process for tracking implementation of corrective action
Submission timeline for data from the measurement process

No invoices will be paid after the 20-day deadline for the submission of a corrective action plan until an acceptable plan is submitted. No invoices will be paid until all corrective action data submission timelines are met.

The County and the Contractor understand that there are certain deficiencies and/or actions that could warrant immediate termination. Therefore, the opportunity for a Corrective Action remedy will be applied solely at the discretion of the County.

d) **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 just and equitable 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.

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 just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made. Notwithstanding the foregoing provision, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of the Contractor's breach of this agreement, and the County may withhold any payment due the Contractor for the purpose of setoff until such time as the exact amount of damages due the County from such breach can be determined. 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. The filing of a petition for bankruptcy by the Contractor shall be an act of default under this contract.

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 payment of the sums 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.

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 promises, requirements, terms, conditions, provisions, representations, guarantees, and 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.

e) **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.

f) **OVERSIGHT**

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 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.

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.

g) **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.

h) **MISCELLANEOUS**

Choice of Law: The validity of this contract and any of its terms or provisions, as well as the rights and duties of the parties to this contract, are governed by the laws of North Carolina. The Contractor, by signing this contract, agrees and submits, solely for matters concerning this Contract, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be the county in which the contract originated. The place of this contract and all transactions and agreements relating to it, and their situs and forum, shall be the county where the contract originated, where all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

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 the prior written approval of 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 and all subcontractors 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.

i) **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 is required by the Catalogue of Federal Domestic Assistance.

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.

j) **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: http://training.buncombecounty.org/common/humanServices/BC_Social_Media_Policy.pdf

3. SCOPE OF WORK

a) SCOPE OF WORK

A. HHS will:

1. File guardianship petitions on those individuals for whom HHS is involved with a substantiated adult protective service case where the adult lacks capacity and has no one available to consent to services and; and for those individuals where HHS has received a guardianship evaluation request, and it is determined that a recommendation for an appointed guardian is in the best interest of the adult.
2. Attend the court hearings where HHS initiated the court involvement by petition and HHS will continue to advocate to the court that only those that would have been considered as the most appropriate to appoint HHS as the guardian and will request that Hope for the Future, Inc. be appointed on behalf of HHS.
3. Notice regarding court dates for adults where there is the potential for HHS to be appointed. HHS will continue to attend and advocate that only those most appropriate to be appointed to HHS will be appointed to Hope for the Future, Inc. on behalf of HHS.
4. Will discuss with contractor to determine whom shall be appointed in the event a petition for interim guardianship is necessary. HHS or contractor, until the time that a hearing is held to determine if a permanent guardian is needed.
5. Keep the contractor informed of all petitions filed and potential appointments as a result of actions taken by HHS or when notification is made from another entity or jurisdiction about a potential petition or appointment.
6. Will consult with contractor in those instances where Guardian of the Estate has been recommended by HHS
7. Accept fiscal responsibility for deviations from the terms of this Contract as a result of acts of the HHS or any of its officers, employees, agents or representatives.
8. Make payment to the contractor for services purchased as described in this Contract for eligible clients.
9. Keep the contractor informed of any alterations in and/or to the regulations governing the guardianship service program.
10. Review the monthly invoicing and reconcile with contractor any discrepancies in the reporting. HHS will maintain a master list as a point of comparison to the invoiced list from Contractor as to those wards deemed appropriate to be served by HHS.
11. Review on a quarterly basis utilizing the agreed upon monitoring tool. A random sample equating to 10% of the total number of wards contracted for services will be reviewed.
12. Be available to contractor for consultation.

B. The Contractor will:

1. Provide adult guardianship case management services to the individuals identified and appointed to contractor on behalf of Buncombe County HHS.
2. Agree to accept appointments from the Buncombe County Clerk of Court as Guardian of the Person of indigent Buncombe County adult residents who have been adjudicated incompetent by the Clerk and additionally would have been identified appropriate and necessary for HHS to be their guardian. Also in those instances where Guardian of the Estate is deemed necessary by HHS after consult with the contractor. For purposes of this Agreement, Buncombe County residents are defined as "persons living in Buncombe County", with the following exceptions:
 - For those persons receiving Medicaid at the time of the incompetency hearing, the county administering the benefit is considered the county of residence or as agreed upon between Buncombe County and the other county based on the best interest of the ward.
 - For those persons not currently receiving Medicaid, county of residence will be determined based on state guidance.

3. Keep HHS informed of any potential appointments that they become aware of that are anticipated to be appointed to Hope for the Future, Inc. on behalf of HHS.
4. Arrange for the care, comfort and maintenance for each ward, including arrangements for his or her training, education, employment, rehabilitation or habilitation, as appropriate.
5. Provide services in the least restrictive living environment for each ward.
6. Review the appropriateness of restoration of competency, limited guardianship and/or transfer to an adult individual for each ward throughout the contract year.
7. Keep HHS informed of any terminations of service within 2 working days following the termination.
8. Will comply with all requirements of the Order of Appointment entered by the Clerk of Court and will fulfill the duties of Guardian of the Person and or Guardian of the Estate set forth in North Carolina General Statutes, Chapter 35A, 55 and 55D of the North Carolina General Statutes. Contractor warrants that it has read and understands those duties, this includes changes in 35A-1213(f).
9. Will assess for and provide annual restoration education, when assessment indicates potential for restoration, to wards and document such efforts in the client record.
10. Will conduct a minimum of one face to face visit with each ward every 90 days and have contact with each ward and/or ward's caregiver at least once each calendar month.
11. Will maintain an individual guardianship record for each ward served, including a current guardianship service plan developed from strengths and needs identified from an assessment of the ward's situation, ongoing notes and documentation of all guardianship contacts and services, and other relevant documentation.
12. Will provide, at its sole expense, legal counsel when required to fulfill its statutory duties.
13. Will provide all reports required by the Clerk of Court.
14. Shall complete and maintain all reports required by the Clerk of Court, and maintain a copy of each report in the ward's record. These reports shall include, but are not limited to, any required annual accountings and the yearly status report sent to the Clerk of Court, which includes:
 - A report of a recent medical and dental examination of the ward by one or more physicians or dentists
 - A copy of the most recent assessment completed by contractor, which identifies the ward's current condition, needs and development.
15. Contractor warrants that each employee providing guardianship case management services to Buncombe County clients is duly and currently certified as a Registered Guardian with the N.C. Guardianship Association and that such certification will be maintained during the term of this Agreement.
16. Contractor agrees that each employee providing guardianship case management services to Buncombe County clients will minimally attend basic skills guardianship training offered by the State of North Carolina, Division of Aging and provide proof of attendance as requested by contractor.
17. Contractor shall not subcontract out any of the services provided for in this Agreement without prior written approval of the County.
18. Will Notify contract monitor for the county of any adult protective service reports concerning wards covered in this contract as soon as contractor has knowledge of the report
19. File with the various Clerks of Court any and all motions necessary to fulfill its obligations as a guardian under Chapter 35A of the North Carolina General Statutes.
20. File with the Clerk of Court necessary motions to be removed as guardian if an appropriate and agreed upon successor guardian is identified or if restoration of ward's competency is assessed as appropriate.
21. Serve as the designee responsible for performing or obtaining essential services on behalf of disabled adults when ordered by the court subsequent to a hearing where an adult is found to be in need of protective services and lacks the capacity to consent.

22. Will be responsible for legal representation as needed in court when a Motion to Modify Guardianship is filed with the Clerk's office.

C. Fiscal Provisions:

1. Buncombe County Health and Human Services shall reimburse Contractor \$225.00 per month per client served to include all wards being served each month.
2. Payments shall be made in accordance with the current budget approved by the County.
3. Payment from HHS to the Contractor under the terms of this contract will be up to a maximum of \$375,000 for the period of July 1, 2018 through June 30, 2019. \$371,000 will be the maximum for reimbursement for case management services while a maximum of \$4,000 will be provided for legal representation as needed.
4. Terms are outlined in Payment Section II as seen above. Payment will be in accordance with the current budget approved by the HHS. Fiscal management of the direct provision of service will be the responsibility of the Contractor.
5. The Contractor will report May's Service to Clients and invoice the HHS by 6/1/2019.
6. The Contractor will report June's Service to Clients and invoice the HHS by 7/1/2019.
7. The Contractor will submit invoices to Roxann Sizemore at the Buncombe County Department Health and Human Services for the billing of services monthly. The Contractor's address is P.O. Box 672, Weaverville, NC 28787. The Contractor's Tax ID # is 20-5252407.
8. HHS will report this monthly disbursement under the following budgetary line item:

Fund	Cost Center	Program	Spend Category	Amount
100 General	Division of Social Services	Adult Social Work Administration	Guardianship	\$375,000.00

Make payment to the Contractor for services purchased as described in this contract.

9. Keep the Contractor informed of any alterations in and/or to the regulations governing the service program.

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

a) 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:

1. 40 COXE AVENUE, ASHEVILLE, NC 28802
2. Weaverville, NC,
3. Various

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.

5. CONFLICT OF INTEREST

a) 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 the Policy outlined above by signing this Contract.

6. OVERDUE TAXES

a) 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. Contractor further understands 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. Contractor also acknowledges and understands that any misuse of State funds will be reported to the appropriate authorities for further action.

7. CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

a) 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 September 1, 2012, no person shall use any tobacco product, including, but not limited to: snuff, chewing tobacco, smokeless tobacco, 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.

8. COMPLIANCE WITH APPLICABLE LAWS

a) 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)

VII. Confidentiality Policies of Human Services must be adhered to by the Contractor. The following link provides the Human Services minimum standard for compliance with confidentiality.
<http://training.buncombecounty.org/health-services/default.aspx>

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 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 individual or organization without the prior written approval of the County. 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.

http://training.buncombecounty.org/hs/training/conf_video.asp
http://nciph.sph.unc.edu/tws/HEP_HIPAA/certificate.php

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.ncga.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.ncga.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.ncga.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.ncga.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.ncga.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.ncga.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>

9. CERTIFICATION REGARDING LOBBYING

a) 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:

Paragraph A.

(1) 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;

(2) 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;

(3) 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;

(4) 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

(5) 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.

10. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, ET AL.

a) CERTIFICATION REGARDING DEBARMENT, SUSPENSION, ET AL.

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

2. 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.

3. 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.

4. 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.

5. 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.

6. 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.

7. 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 Nonprocurement List.

8. 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.

9. 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, or 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

(1) 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.

(2) 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.

11. HIPAA BUSINESS ASSOCIATE ADDENDUM

- a) **HIPAA BUSINESS ASSOCIATE ADDENDUM**
This attachment is not applicable to this contract.

12. CERTIFICATION REGARDING TRANSPORTATION

- a) **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 employees, contractors, contractor's employees, 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 liability insurance appropriate for the type of vehicle as defined by Article 7, Rule R2-36 of the North Carolina Utilities Commission;
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 the Buncombe County Department of Social Services;
5. Insuring that no more than one quarter of one percent of all trips be missed by the contractor during the course of the contract period; (Medicaid only)

6. Insuring that that no more than five percent (5%) of trips should be late for recipient drop off to their appointment per month; (Medicaid only)

7. Contractor will maintain records documenting the following (County may require contractor to provide):

- a. Valid current copies of Drivers License for all drivers;
- b. Current valid Vehicle Registration, for all vehicles transporting clients
- c. Driving records for all drivers for the past three years and with annual updates;
- d. Criminal Background checks through North Carolina Law Enforcement or NCIC prior to employment and at every annual contract renewal;
- e. Alcohol and Drug Testing policy to meet the Federal Transit Authority guidelines.

8. 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.

13. **IRS FEDERAL TAX EXEMPTION 501(c)(3)**

- a) **IRS TAX EXEMPTION 501 (c)(3)**
This attachment is not applicable to this contract.

14. **NOTICE OF CERTAIN REPORTING AND AUDIT REQUIREMENTS**

- a) **NOTICE OF CERTAIN REPORTING AND AUDIT REQUIREMENTS**
This attachment is not applicable to this contract.

15. **CERTIFICATION OF ELIGIBILITY UNDER IRAN DIVESTMENT ACT**

- a) **CERTIFICATION OF ELIGIBILITY-IRAN DIVESTMENT ACT**

Pursuant to G.S. 147-86.59, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, is ineligible to contract with the State of North Carolina or any political subdivision of the State. The Iran Divestment Act of 2015, G.S. 147-86.55 et seq.* requires that each vendor, prior to contracting with the State certify, and the undersigned on behalf of the Contractor does hereby certify, to the following:

1. that the Contractor is not identified on the Final Divestment List of entities that the State Treasurer has determined engages in investment activities in Iran;
2. that the Contractor shall not utilize on any contract with the State agency any subcontractor that is identified on the Final Divestment List; and
3. that the undersigned is authorized by the Contractor to make this Certification.

* Note: Enacted by Session Law 2015-118 as G.S. 143C-55 et seq., but has been renumbered for codification at the direction of the Revisor of Statutes.

The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address: <https://www.nctreasurer.com/inside-the-department/OpenGovernment/Pages/Iran-Divestment-Act-Resources.aspx>

and will be updated every 180 days. For questions about the Department of State Treasurer's Iran Divestment Policy, please call (919) 814-3852.

16. **SERVICE INTEGRATION AND COORDINATION**

- a) **SERVICE INTEGRATION AND COORDINATION**

Buncombe County Health and Human Services (HHS) aims to integrate health and human services, and to better coordinate services in the direct delivery of services by County employees. The County also has developed partnerships with local providers to deliver many of its services. Therefore, Buncombe County HHS also endeavors to work through its Contractors to integrate health and human services throughout the County and to better coordinate services. As a result, Buncombe County HHS asks all Contractors to implement the integration and coordination strategies outlined in this section, as a requirement of this agreement, as follows:

1. Routinely refer Contractor's clients to Buncombe County HHS to screen for potential eligibility for other programs offered by HHS. The Contractor shall provide a directive to relevant employees to make these referrals and provide training as needed. County agrees to provide relevant training materials and

information as needed. A listing and description of services provided by HHS can be found at: <http://buncombcounty.org/Governing/Depts/HHS/>

2. Routinely distribute (provided) flyers about HHS Services and 2-1-1 services to Contractor clients.

3. Work with 2-1-1 to maintain an updated listing and list your organization's services in the 2-1-1 database. www.nc211.org

4. Periodically distribute urgent/critical information (e.g., flu vaccine availability, emergency preparedness) using Contractor's relevant listservs. HHS will email such requests to Contractor at the email address listed in this agreement.

5. Use the *Healthy Meeting Guidelines for meetings/activities where food is served*. (<http://www.eatsmartmovemorenc.com/HealthyMeetingGuide/HealthyMeetingGuide.html>)

Certification Warranty:

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

Contractor Signature: Athena Kind , Date: 7/2/18
Sign in presence of Notary Public

County of Buncombe

State of North Carolina

I, Kathie Madra Notary Public for said
Notary Public

County and State, certify that Athena Kind , personally appeared
Signor of Contract if Corporation / Name of individual if sole proprietor.

before me this day and acknowledge that he/she is Director
Name of Signatory

of Hope for the Future Inc 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 2nd day of July , 2018.

Kathie Madra
(Official Seal)
Notary Public

My Commission expires 1/12 , 2021

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

Athena Kind
Signature

7-2-18
Date

Athena Kind
Printed Name

County

[Signature]
Signature

7/2/18
Date

Stoney Blevins
Printed Name

Title: Director of Health and Human Services
Buncombe County

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

[Signature]
[Signature]

WD# 000105