HAYWOOD COUNTY
BOARD OF COMMISSIONERS

AGENDA REQUEST

Must be presented to the County Manager's Office
NO LATER THAN 5 P.M. FRIDAY THE WEEK BEFORE THE MEETING

DATE OF REQUEST: August 4, 2016

FROM: Michelle M. Haynes, Business Services Director, Haywood County Health and Human Services Agency

MEETING DATE REQUESTED: Monday, August 15, 2016
Regular meetings: First (1st) Monday of the month at 9:00 am
Third (3rd) Monday of the month at 5:30 pm

SUBJECT: HHSA contract contracts for services

REQUEST: Approval of HHSA contracts $50,000 and over
(What action are you seeking?)

BACKGROUND: Annual contracts are required for services provided. HHSA has contracted with these vendors for multiple years for primarily mandated services. Contact amounts are included in the FY 2016-2017 budget.
(Research and justification of proposal and need; Alternatives evaluated; Legal Basis: Outcome-What will be achieved and how will it be measured?)

IMPLENTATION PLAN: HHSA contracts are effective for the Fiscal Year July 1, 2016 through June 30, 2017.
(How and when will staff undertake the action?)

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FINANCIAL IMPACT STATEMENT: Funding for these contracts is included in the HHSA FY 2016-2017 budget. Medical Transportation services are completely reimbursable with Federal funds and Work First Job Readiness services are partially reimbursable with Federal funds.
(What is the cost? Where is the money coming from? Optional or mandated?)

SUPPORTING ATTACHMENTS: YES X NO __ HOW MANY? 5 contracts
LIST:

- Elite Transportation Services: $50,000 for Non-Emergency Medical Transportation
- Champion Cab Company: $60,000 for Non-Emergency Medical Transportation
- Premier Cab Company: $70,000 for Non-Emergency Medical Transportation
- Haywood Vocational Opportunities, Inc.: $72,800 for Job Readiness, Development and Training
- Mountain Projects, Inc.: $100,000 for Non-Emergency Medical Transportation

PowerPoint Presentation: YES __ NO X

Contract #: K044-007-17
Vendor Name: Premier Cab Company
Vendor #: 28880
Service: Medical Transportation
Amount: $70,000
Account #: 115340-549916
Fiscal Year: 2016 – 2017

CONTRACT

This contract is hereby entered into by and between Haywood County, through its Health and Human Services Agency (the "County") and Premier Cab Company (the "Contractor") (referred to collectively as the "Parties"). The Contractor's federal tax identification number or Social Security Number is _____ and DUNS Number (required if funding from a federal funding source) is 047481970.

1. **Contract Documents:** This Contract consists of the following documents:
   (1) This contract
   (2) The General Terms and Conditions (Attachment A)
   (3) The Scope of Work, description of services, and rate (Attachment B)
   (4) Federal Certification Regarding Drug-Free Workplace & Certification Regarding Nondiscrimination (Attachment C)
   (5) Conflict of Interest (Attachment D)
   (6) No Overdue Taxes (Attachment E)
   (7) Federal Certification Regarding Environmental Tobacco Smoke (Attachment F)
   (8) Federal Certification Regarding Lobbying (Attachment G)
   (9) Federal Certification Regarding Debarment (Attachment H)
   (10) HIPAA Business Associate Addendum (Attachment I, required if any health related information is shared)
   (11) Certification of Transportation (Attachment J, required if providing Transportation Services)
   (12) *If applicable,* IRS federal tax exempt letter or 501 (c)(Attachment K) http://www.irs.gov/pub/irs-fill/k1023.pdf
   (13) Certain Reporting and Auditing Requirements (Attachment L)
   (14) State Certification (Attachment M)
   (15) Contract Determination Questionnaire (required)
   (16) Certificate of Insurance as described in Attachment A listing the following as Certificate Holder (required): Haywood County Health and Human Services Agency, 157 Paragon Parkway, Suite 300, Clyde, NC 28721

   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, 2016 and shall terminate on June 30, 2017. 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 Attachment B, Scope of Work.

5. **County's Duties:** The County shall pay the Contractor in the manner and in the amounts specified in the Contract Documents. The total amount paid by the County to the Contractor under this contract shall not exceed $70,000. This amount consists of ☒ Federal funds, ☐ State Funds, and/or ☐ County funds.

   ☒ a. There are no matching requirements from the Contractor.

   ☐ b. The Contractor's matching requirement is $0, which shall consist of: N/A
   ☐ In-kind ☐ Cash
   ☐ Cash and In-kind ☐ Cash and/or In-kind

   The contributions from the Contractor shall be sourced from non-federal funds.
   The total contract amount including any Contractor match shall not exceed $N/A.

6. **Reversion of Funds**: Any unexpended grant funds shall revert to the County Department of Social Services/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. **Payment Provisions:** Payment shall be made in accordance with the Contract Documents as described in the Scope of Work, Attachment B.

9. **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:

IF DELIVERED BY US POSTAL SERVICE		IF DELIVERED BY ANY OTHER MEANS	
Name & Title	Michelle Haynes, Business Services Director	Name & Title	Michelle Haynes, Business Services Director
County	Haywood	County	Haywood
Street Address	157 Paragon Parkway, Suite 300	Street Address	157 Paragon Parkway, Suite 300
City, State, Zip	Clyde, NC 28721	City, State, Zip	Clyde, NC 28721
Telephone	828-356-2384		
Fax	828-452-6690		
Email	mhaynes@haywoodnc.net		

For the Contractor:

IF DELIVERED BY US POSTAL SERVICE		IF DELIVERED BY ANY OTHER MEANS	
Name & Title	James C. Sink, President	Name & Title	_____
Company Name	Premier Cab Company	Company Name	_____
Mailing Address	950 Walker Rd.	Street Address	_____
City State Zip	Wayneveille, NC 28786	City State Zip	_____
Telephone	828-508-3769		
Fax	88-45-3630		
Email	sink2009@mcsinternet.net		

10. **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.

11. **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.

12. **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.

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.

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

The Contractor and the County have executed this contract in duplicate originals, with one original being retained by each party.

James C Fink — 15 June 16
Signature of Contractor — Date

James C Fink — Pres.
Printed Name of Contractor — Title of Contractor

COUNTY

Signature *(must be legally authorized to sign contracts for County DSS)* — Date

Talmadge Stone Blevins — HHSA Director/Assistant County Manager
Printed Name — Title

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

Signature of County Finance Officer — Date

Vendor Name:
Vendor #:
Service:
Amount: $
Account #:
Fiscal Year: 2016 – 2017

ATTACHMENT B – Scope of Work

A. CONTRACTOR INFORMATION

1. Contractor Name: Premier Cab Company

2. *If different* from Contract Administrator Information in General Contract:

Address 950 Walker Rd.

Wayneville, NC 28786

Telephone Number: 828-508-3769 Fax Number: 828-452-3630 Email: sink2009@mcsinternet.net

3. Name of Program (s): _____

4. Status: ☐ Public ☐ Private, Not for Profit ☒ Private, For Profit

5. Contractor's Financial Reporting Year: 2016 through 2017

B. Explanation of Services to be provided and to whom (**include SIS Service Code**): Non Emergency Medicaid Transportation

C. Rate per unit of Service (define the unit):

1. If Standard Fixed Rate, Maximum Allowable: See attached

2. Negotiated County Rate: _____

D. Number of units to be provided: As needed

E. Details of Billing process and Time Frames: Invoices form the contractor will be due to the agency by the 15th of the month following the month of service.

F. Area to be served/Delivery site(s): Haywood County and the state of North Carolina

James C Sink — 15 June 16

Signature of Contractor — Date

James C Sink — Pres

Printed Name of Contractor — Title of Contractor

COUNTY

Signature *(must be legally authorized to sign contracts for County DSS)* — Date

Talmadge Stone Blevins — HHSA Director/Assistant County Manager

Printed Name — Title

Vendor Name:
Vendor #:
Service:
Amount: $
Account #:
Fiscal Year: 2016 – 2017

Teresa Allison
Signature of **Division Director** Date

TERESA ALLISON
Printed Name Title

Carole Edwards June 15-16
Signature of **Authorized Program Supervisor** Date

Carole S. Edwards Economic Services Supervisor
Printed Name Title