



FLUVANNA COUNTY BOARD OF SUPERVISORS

REGULAR MEETING AGENDA

Fluvanna County Library, 214 Commons Blvd.

Palmyra, VA 22963

November 4, 2020 at 4:00 pm

TAB	AGENDA ITEMS
1	CALL TO ORDER
2	PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE
3	ADOPTION OF AGENDA
4	COUNTY ADMINISTRATOR'S REPORT
5	PUBLIC COMMENTS #1 (5 minutes each)
6	PUBLIC HEARING
7	ACTION MATTERS
A	Thomas Jefferson Planning District 2021 LEGISLATIVE PROGRAM – David C. Blount, Deputy Director/Director of Legislative Services TJPDC
B	FY21 BOS Contingency Budget Transfer – Fluvanna Hiring Event – Bryan Rothamel, Economic Development Coordinator
C	FY21 CARES Act Budget Transfer – Fluvanna County Ambulance Power Loads – Mary Anna Twisdale, Finance Director
D	FY21 CARES Act Budget Transfer – Fire and Rescue PPE – Mary Anna Twisdale, Finance Director
E	FY21 CARES Act Budget Transfer – Sheriff's Office Respirators – Mary Anna Twisdale, Finance Director
F	FY21 CARES Act Budget Transfer – Sheriff's Office X-Ray Scanner – Mary Anna Twisdale, Finance Director
G	FY21 CARES Act Budget Transfer – TJPDC Regional Affordable Housing Search Tool and Website – Mary Anna Twisdale, Finance Director
H	FCPS FY21 CARES Act Budget Transfer – Liz McIver, Management Analyst
I	FY20 to FY21 FCPS Carryover Request – Liz McIver, Management Analyst
J	FY20 4th Quarter Budget Report and FY20 to FY21 Carryover Requests – Liz McIver, Management Analyst
K	Duct Cleaning Contract – Cyndi Toler, Purchasing Officer
7A	APPOINTMENTS
L	Board, Commission, and Committee Appointments – Caitlin Solis, Clerk to the Board
8	PRESENTATIONS (normally not to exceed 10 minutes each)
M	2021 Reassessment Briefing – Randy Willis, Assessor for Pearson's Appraisal Service, Inc.
N	Central Virginia Electric Cooperative Update – Galen Creekmore, CVEC
O	Virginia Cooperative Extension-Fluvanna Unit Response to COVID-19 and Annual Update – Kim Mayo, 4-H Youth Development Extension Agent/Unit Coordinator VCE-Fluvanna Unit

Fluvanna County...The heart of Virginia and your gateway to the future!

*For the Hearing-Impaired – Listening device available in the Board of Supervisors Room upon request. TTY access number is 711 to make arrangements.
For Persons with Disabilities – If you have special needs, please contact the County Administrator's Office at 591-1910.*

9 – CONSENT AGENDA

- P Minutes of October 21, 2020 – Caitlin Solis, Clerk to the Board of Supervisors
- Q Memorandum of Agreement Between the County of Fluvanna and the Economic Development Authority of Fluvanna County – CARES Act – Eric Dahl, County Administrator
- R A Resolution for the Scenic River Designation of a Segment of the James River – Eric Dahl, County Administrator
- S Temporary Staff Stipend for Additional Duties – Panko – Jessica Rice, Human Resources Manager
- T Sheriff's Office Position Description Updates – Jessica Rice, Human Resources Manager
- U Billing Services for Emergency Transportation – Cyndi Toler, Purchasing Officer
- V Open Space Contract (Barker) – Andrew M. Sheridan, Jr., Commissioner of the Revenue
- W Open Space Contract (Boisseau) – Andrew M. Sheridan, Jr., Commissioner of the Revenue
- X Open Space Contract (Campbell) – Andrew M. Sheridan, Jr., Commissioner of the Revenue
- Y Open Space Contract (Hemmings) – Andrew M. Sheridan, Jr., Commissioner of the Revenue
- Z Open Space Contract (Martin, John & Patricia) – Andrew M. Sheridan, Jr., Commissioner of the Revenue
- A Open Space Contract (Martin, John Jr & Amy) – Andrew M. Sheridan, Jr., Commissioner of the Revenue
- B Open Space Contract (May) – Andrew M. Sheridan, Jr., Commissioner of the Revenue
- C Open Space Contract (Poore) – Andrew M. Sheridan, Jr., Commissioner of the Revenue
- D Open Space Contract (Taylor) – Andrew M. Sheridan, Jr., Commissioner of the Revenue
- E Shepherds Agricultural/Forestral District Review and Renewal – Jason Overstreet, Planner GIS Tech
- F FY21 Social Service Additional Revenue – Fostering Futures – Kim Mabe, Social Services Director
- G FY21 Social Service Additional Revenue – Overtime – Kim Mabe, Social Services Director

10 – UNFINISHED BUSINESS

- H Local Allocations for Federal CARES Coronavirus Relief Funds – Eric Dahl, County Administrator
- I CARES Act – Wireless Internet Services Proposal – Eric Dahl, County Administrator

11 – NEW BUSINESS

TBD

12 – PUBLIC COMMENTS #2 (5 minutes each)

13 – CLOSED MEETING

TBD

14 – ADJOURN



County Administrator Review

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PLEDGE OF ALLEGIANCE

I pledge allegiance, to the flag,
of the United States of America,
and to the Republic for which it stands,
one nation, under God, indivisible,
with liberty and justice for all.

GENERAL RULES OF ORDER

1. It shall be the duty of the Chairman to maintain order and decorum at meetings. The Chairman shall speak to points of order in preference to all other members.
2. In maintaining decorum and propriety of conduct, the Chairman shall not be challenged and no debate shall be allowed until after the Chairman declares that order has been restored. In the event the Board wishes to debate the matter of the disorder or the bringing of order; the regular business may be suspended by vote of the Board to discuss the matter.
3. No member or citizen shall be allowed to use defamatory or abusive language directed at any member of the Board or other person, to create excessive noise, or in any way incite persons to use such tactics. The Chair shall be the judge of such breaches, however, the Board may by majority vote of the Board members present and voting to overrule the judgment of the Chair.
4. When a person engages in such breaches, the Chairman shall order the person's removal from the building, or may order the person to stand silent, or may, if necessary, order the person removed from the County property.

RULES OF PROCEDURE FOR PUBLIC HEARINGS

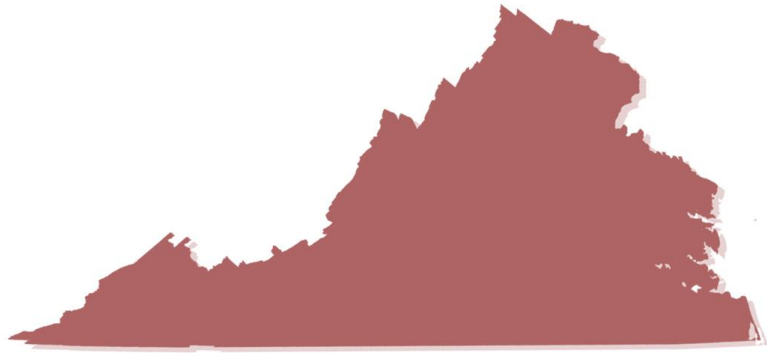
1. PURPOSE
 - The purpose of a public hearing is to receive testimony from the public on certain resolutions, ordinances or amendments prior to taking action.
 - A hearing is not a dialogue or debate. Its express purpose is to receive additional facts, comments and opinion on subject items.
2. SPEAKERS
 - Speakers should approach the lectern so they may be visible and audible to the Board.
 - Each speaker should clearly state his/her name and address.
 - All comments should be directed to the Board.
 - All questions should be directed to the Chairman. Members of the Board are not expected to respond to questions, and response to questions shall be made at the Chairman's discretion.
 - Speakers are encouraged to contact staff regarding unresolved concerns or to receive additional information.
 - Speakers with questions are encouraged to call County staff prior to the public hearing.
 - Speakers should be brief and avoid repetition of previously presented comments.
3. ACTION
 - At the conclusion of the public hearing on each item, the Chairman will close the public hearing.
 - The Board will proceed with its deliberation and will act on or formally postpone action on such item prior to proceeding to other agenda items.
 - Further public comment after the public hearing has been closed generally will not be permitted.

Fluvanna County...The heart of Virginia and your gateway to the future!

**FLUVANNA COUNTY BOARD OF SUPERVISORS
AGENDA ITEM STAFF REPORT**

TAB A

MEETING DATE:	November 4, 2020				
AGENDA TITLE:	Thomas Jefferson Planning District 2021 Legislative Program				
MOTION(s):	I move the Board of Supervisors approve the 2021 Thomas Jefferson Planning District Legislative Program as presented.				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
		X			
STAFF CONTACT(S):	Eric Dahl, County Administrator				
PRESENTER(S):	David C. Blount, Deputy Director/Director of Legislative Services TJPDC				
RECOMMENDATION:	N/A				
TIMING:	Routine				
DISCUSSION:	N/A				
FISCAL IMPACT:					
POLICY IMPACT:					
LEGISLATIVE HISTORY:					
ENCLOSURES:	Thomas Jefferson Planning District 2021 LEGISLATIVE PROGRAM Draft and Memo				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other



Thomas Jefferson Planning District

2021 LEGISLATIVE PROGRAM

Albemarle County | City of Charlottesville
Fluvanna County | Greene County
Louisa County | Nelson County

DRAFT
October 2020

Dale Herring, Chair
Chip Boyles, Executive Director
David Blount, Director of Legislative Services

TOP LEGISLATIVE PRIORITIES

Support for Recovering Communities

PRIORITY: The Planning District's member localities support action at the federal, state and local levels to protect local communities and to ensure their viability in the face of the COVID-19 health emergency.

The ongoing public health emergency has Virginia communities facing new challenges to their post-COVID local economies and the ability to restore and strengthen them. Coupled with worries about stalling national and state economies, localities are bracing for revenue collections that may fall millions of dollars short of expectations. Small businesses face a long and difficult recovery. Action, investment and creative solutions are needed, at the federal, state and local levels, to protect these local communities and to ensure their viability.

We believe retention of current businesses is crucial. Small businesses, which have accounted for two-thirds of net new jobs since the Great Recession, need support systems that link them to resources to aid them in the next 18 to 24 months. Local governments also need flexibility to work with local businesses to develop and implement strategies necessary to implement public health standards and combat the coronavirus. Making expenditures now to support local economic development would also deliver a healthier and more stable tax base in the months ahead.

While needs are many and varied, support in the following additional areas should be realized as we continue to navigate the pandemic: 1) Funding for public health emergency needs and functions; 2) tools and supplies necessary to maintain safe and effective education services – in person or virtually; 3) additional dollars for local and regional governments to keep public buildings and facilities both safe and cleanly; and 4) federal legislation that provides financial assistance to local governments and that allows local governing bodies to replace lost local revenues with the additional federal money until the economic recovery takes hold.

Budgets and Funding

PRIORITY: The Planning District's member localities urge the governor and legislature to enhance state aid to localities and public schools, to not impose mandates on or shift costs to localities, and to enhance local revenue options.

As the State develops revenue and spending priorities during the ongoing pandemic, we encourage support for K-12 education, health and safety, economic development and other public goals. Localities continue to be the state's "go-to" service provider and we believe state investment in local service delivery must be enhanced. Especially in these critical times, the State should not expect local governments to pay for new funding requirements or to expand existing ones on locally-delivered services, without a commensurate increase in state financial assistance.

The State should fully fund its share of the realistic costs of the Standards of Quality (SOQ) without making policy changes that reduce funding or shift funding responsibility to localities. We believe localities need an adequately-defined SOQ so that state funding better aligns with what school divisions are actually providing in their schools. This could include recognizing additional instructional positions and increasing state-funded staffing ratios.

We oppose unfunded state and federal mandates and the cost shifting that occurs when the State or the federal government fails to fund requirements or reduces or eliminates funding for programs. Doing so strains local ability to craft effective and efficient budgets to deliver required services or those demanded by residents.

We believe a changed business landscape will necessitate a review of revenue sources to localities, along with new ideas and actions to broaden and diversify local revenue streams. Any tax reform efforts also should examine the financing and delivering of state services at the local level. Accordingly, we support the legislature 1) making additional revenue options available to localities in order to diversify the local revenue stream; and 2) further strengthening for counties, those revenue authorities that were enhanced during the 2020 legislative session. The State also should not eliminate or restrict local revenue sources or confiscate or redirect local general fund dollars to the state treasury. This includes Communications Sates and Use Tax Trust Fund dollars and the local share of recordation taxes.

Broadband

PRIORITY: The Planning District localities urge and support state and federal efforts and financial incentives that assist localities and their communities in deploying universal, affordable access to broadband technology in unserved areas.

Access to broadband, or high-speed internet, is essential in the 21st century for economic growth, equity in access to public education and health services, community growth, and remote work. Localities understand the importance of robust broadband for economic viability; the COVID-19 pandemic has further stressed the need for broadband for homes and businesses, and to address K-12 education and telemedicine access without delay. Approaches that utilize both fiber and wireless technologies, public/private partnerships and regulated markets that provide a choice of service providers and competitive prices should be utilized. Accordingly, we support the ability of localities to establish, operate and maintain sustainable broadband authorities to provide essential broadband to communities.

We believe state and federal support for broadband expansion should include the following:

- Additional state general fund dollars for localities/private sector providers to help extend service to areas presently unserved by any broadband provider. We appreciate state actions that have substantially increased funding for the Virginia Telecommunication Initiative (VATI) in recent years, but believe additional, significant increases in investment are critical.
- A statewide comprehensive plan for broadband and state support for local governments that are developing or implementing local or regional broadband plans.
- Provisions and incentives that would provide a sales tax exemption for materials used to construct broadband infrastructure.
- Support for linking broadband efforts for education and public safety to private sector efforts to serve businesses and residences.
- Maintaining local land use, permitting, fee and other local authorities.
- Consideration of proposals that would subject broadband to stricter and more developed regulation as a public utility.

LEGISLATIVE POSITIONS

Children's Services Act

The Planning District's member localities urge the State to be partners in containing Children's Services Act (CSA) costs and to better balance CSA responsibilities between the State and local governments. Accordingly, we take the following positions:

- We support local ability to use state funds to pay for mandated services provided directly by the locality, specifically for private day placements, where the same services could be offered in schools; additionally, we support rate setting by the state for private day placements.
- We support the state maintaining cost shares on a sum sufficient basis by both the State and local governments; changing the funding mechanism to a per-pupil basis of state funding would shift the sum sufficient portion fully to localities, which we would oppose.
- We support enhanced state funding for local CSA administrative costs.
- We support a cap on local expenditures (with the State making up any gaps) in order to combat higher costs for serving mandated children.
- We support the State being proactive in making residential facilities, services and service providers available, especially in rural areas, and in supporting locality efforts to provide facilities and services on a regional level.
- We oppose state efforts to increase local match levels and to make the program more uniform by attempting to control how localities run their programs.

Economic and Workforce Development

The Planning District's member localities recognize economic development and workforce training as essential to the continued viability of the Commonwealth. Policies and additional state funding that closely link the goals of economic and workforce development and the state's efforts to streamline and integrate workforce activities and revenue sources is crucial. Accordingly, we support the following:

- Enhanced coordination with the K-12 education community to equip the workforce with in-demand skill sets, so as to align workforce supply with anticipated employer demands.
- Continuing emphasis on regional cooperation in economic, workforce and tourism development.
- Continuation of the *GO Virginia* initiative to grow and diversify the private sector in each region.
- State job investment and small business grants being targeted to businesses that pay higher wages.
- Increased state funding for regional planning district commissions.

Education

The Planning District's member localities believe that, in addition to funding the Standards of Quality (as previously noted), the State should be a reliable funding partner with

localities by recognizing other resources necessary for a high-quality public education system. Accordingly, we take the following positions:

- We believe that unfunded liability associated with the teacher retirement plan should be a shared responsibility of state and local government.
- We support legislation that 1) establishes a mechanism for local appeal to the State of the calculated Local Composite Index (LCI); and 2) amends the LCI formula to recognize the land use taxation value, rather than the true value, of real property.
- Concerning school facilities, we urge state financial assistance with school construction and renovation needs, and that the State discontinue seizing dollars from the Literary Fund to help pay for teacher retirement.

Environmental Quality

The Planning District's member localities believe that environmental quality should be funded and promoted through a comprehensive approach, and address air and water quality, solid waste management, land conservation, climate change and land use policies. Such an approach requires regional cooperation due to the inter-jurisdictional nature of many environmental resources, and adequate state funding to support local and regional efforts. Accordingly, we take the following positions:

- We oppose legislation mandating expansion of the Chesapeake Bay Preservation Act's coverage area. Instead, we urge the State to provide legal, financial and technical support to localities that wish to improve water quality and use other strategies that address point and non-point source pollution.
- We support the option for localities, as a part of their zoning ordinances, to designate and/or reasonably restrict the land application of biosolids to specific areas within the locality.
- We support legislative and regulatory action to ensure effective operation and maintenance of alternative on-site sewage systems and to increase options for localities to secure owner abatement or correction of system deficiencies.
- We support dam safety regulations that do not impose unreasonable costs on dam owners whose structures meet current safety standards.
- The State should be a partner with localities in water supply development and should work with and assist localities in addressing water supply issues, to include investing in regional projects.
- The State should not impose a fee, tax or surcharge on water, sewer, solid waste or other local services to pay for state environmental programs.
- As the move to non-carbon sources of energy continues, we support the creation of stronger markets for distributed solar and authority for local governments to install small solar facilities on government-owned property and use the electricity for schools or other government-owned buildings located nearby.

General Government

The Planning District's member localities believe that since so many governmental actions take place at the local level, a strong local government system is essential. Local governments must have the freedom, flexibility and tools to carry out their responsibilities. Accordingly, we take the following positions:

- We oppose legislation that would single out internet-based businesses and services for special treatment or exceptions. Rather, the State should support local authority concerning collection and auditing of taxes, licensing and regulation.
- We oppose intrusive legislation involving purchasing procedures; local government authority to establish hours of work, salaries and working conditions for local employees; matters that can be adopted by resolution or ordinance; procedures for adopting ordinances; and procedures for conducting public meetings.
- The state should maintain the principles of sovereign immunity for local governments and their employees, to include regional jail officers.
- Localities should have maximum flexibility in providing compensation increases for state-supported local employees (including school personnel), as local governments provide significant local dollars and additional personnel beyond those funded by the State.
- We urge state funding to address shortfalls in elections administration dollars, as elections administration has become more complex and federal and state financial support for elections has been decreasing. Specifically, we request that the State adequately fund costs associated with early voting requirements.
- We request that any changes to FOIA preserve 1) a local governing body's ability to meet in closed session; 2) the list of records currently exempt from disclosure; and 3) provisions concerning creation of customized records.
- Local and regional public bodies should be allowed to conduct electronic meetings as now permitted for state public bodies, and to use alternatives to newspapers for publishing various legal advertisements and public notices.
- We support expanding local authority to regulate smoking in public places.
- We support enhanced state funding for local and regional libraries.

Health and Human Services

The Planning District's member localities recognize that special attention must be given to helping the disabled, the poor, the young and the elderly achieve their full potential. Transparent state policies and funding for at-risk individuals and families to access appropriate services are critical. Accordingly, we take the following positions:

- We support full state funding for the local costs associated with Medicaid expansion, including local eligibility workers and case managers, but oppose any shifting of Medicaid matching requirements from the State to localities.
- The State should provide sufficient funding to allow Community Services Boards to meet the challenges of providing a community-based system of care.
- We support the provision of sufficient state funding to match federal dollars for the administration of mandated services within the Department of Social Services, and to meet the staffing standards for local departments to provide services as stipulated in state law.
- We support continued operation and enhancement of early intervention and prevention programs, including the Virginia Preschool Initiative and Part C of the Individuals with Disabilities Education Act (infants and toddlers).

Housing

The Planning District's member localities believe that every citizen should have an opportunity to afford decent, safe and sanitary housing. The State, regions and localities should work to expand and preserve the supply and improve the quality of affordable housing for the elderly, disabled, and low- and moderate-income households. Accordingly, we take the following positions:

- We support the following: 1) local flexibility in the operation of affordable housing programs and establishment of affordable dwelling unit ordinances; 2) grants and loans to low- or moderate-income persons to aid in purchasing dwellings; 3) the provision of other funding to encourage affordable housing initiatives; and 4) measures to prevent homelessness and to assist the chronic homeless.
 - We support incentives that encourage rehabilitation and preservation of historic structures.
-

Land Use and Growth Management

The Planning District's member localities encourage the State to resist preempting or circumventing existing land use authorities, and to support local authority to plan and regulate land use. Accordingly, we take the following positions:

- We support the State providing additional tools to plan and manage growth, as current land use authority often is inadequate to allow local governments to provide for balanced growth in ways that protect and improve quality of life.
 - We support broader impact fee authority for facilities other than roads, authority that should provide for calculating the cost of all public infrastructure, including local transportation and school construction needs caused by growth.
 - We support changes to provisions of the current proffer law that limit the scope of impacts that may be addressed by proffers.
 - We oppose legislation that would 1) restrict local oversight of the placement of various telecommunications infrastructure, and 2) single out specific land uses for special treatment without regard to the impact of such uses in particular locations.
 - We request state funding and incentives for localities, at their option, to acquire, preserve and maintain open space and support greater flexibility for localities in the preservation and management of trees.
-

Public Safety

The Planning District's member localities encourage state financial support, cooperation and assistance for law enforcement, emergency medical care, criminal justice activities and fire services responsibilities carried out locally. Accordingly, we take the following positions:

- The Compensation Board should fully fund local positions that fall under its purview. It should not increase the local share of funding for Constitutional offices or divert money away from them, but increase dollars needed for their operation.

- We urge state funding of the HB 599 law enforcement program in accordance with *Code of Virginia* provisions.
- We support Virginia's transition to Next Generation 911 (NG 911) in a way that does not unfairly burden localities.
- We support funding for mental health and substance abuse services at juvenile and adult detention facilities.
- We encourage consideration of programs that supplement law enforcement responses to help individuals in crisis to get evaluation services and treatment, and state funding for alternative transportation options for such individuals.
- Jail per diem funding should be increased to levels that better represent the costs of housing inmates, and be regularly adjusted for inflation. The State should not shift costs to localities by altering the definition of state-responsible prisoner.
- We support the ability of local governments to adopt policies regarding law enforcement body worn cameras that account for local needs and fiscal realities. The State should provide financial support for localities using such camera systems.

Transportation

The Planning District's member localities recognize that revenues for expanding and maintaining all modes of infrastructure are critical for meeting Virginia's well-documented transportation challenges and for keeping pace with growing public needs and expectations. In the face of revenues failing to meet projections, we encourage the State to prioritize funding for local and regional transportation needs. Accordingly, we take the following positions:

- As the State continues to implement the "Smart Scale" prioritization and the funds distribution process, there should be state adequate funding, and local authority to generate transportation dollars for important local and regional projects across modes.
- We support additional authority to establish mechanisms for funding transit in our region.
- We support the Virginia Department of Transportation utilizing Metropolitan Planning Organizations and regional rural transportation staff to carry out local transportation studies.
- We oppose attempts to transfer responsibility to counties for construction, maintenance or operation of current or new secondary roads.
- We support ongoing state and local efforts to coordinate land use and transportation planning, and urge state and local officials to be mindful of various local and regional plans when conducting corridor or transportation planning within a locality or region.

Water Quality

The Planning District's member localities support the goal of improved water quality, but as we face ongoing costs for remedies, we believe major and reliable forms of financial and technical assistance from the federal and state governments is necessary if comprehensive improvement strategies are to be effective. Accordingly, we support the following:

- Aggressive state investment in meeting required milestones for reducing Chesapeake Bay pollution to acceptable levels.
- Dollars being targeted for permitted dischargers to upgrade treatment plants and for any retrofitting of developed areas and to aid farmers with best management practices through the cost share program.

- Increased and ongoing investment in the Stormwater Local Assistance Fund to assist localities with much-needed stormwater projects and in response to any new regulatory requirements.
- We also request that any stormwater requirements be balanced, flexible and not require waiver of stormwater charges, and that adequate funding and training be available for the State and local governments to meet ongoing costs associated with local stormwater programs.

October 28, 2020

TO: Members, Fluvanna County Board of Supervisors
Fluvanna County Administrator

FROM: David C. Blount, Director of Legislative Services

RE: 2021 TJPB Legislative Program Approval

Attached for your review and consideration is the draft 2021 TJPB Legislative Program. I will be seeking approval of it at your November 4 meeting. The draft program is scaled back this year from prior versions, in that it lists just three top legislative priorities, including a new priority addressing the COVID-19 health emergency. The priority positions are contained in the draft program as follows:

- 1) Support for Recovering Communities
- 2) Budgets and Funding
- 3) Broadband

The accompanying “Legislative Positions” section also has been significantly curtailed to focus on the most critical recommendations and positions in other areas of current interest and concern to the region or to our individual localities.

A summary of the priority positions will be produced and distributed later for you to use in continuing to communicate with your legislators.

I look forward to seeing you at your November 4 meeting. Thank you.

Recommended Action: Approve the draft 2021 TJPB Legislative Program

**FLUVANNA COUNTY BOARD OF SUPERVISORS
AGENDA ITEM STAFF REPORT**

TAB B

MEETING DATE:	November 4, 2020				
AGENDA TITLE:	FY21 BOS Contingency Budget Transfer – Fluvanna Hiring Event				
MOTION(s):	I move the Board of Supervisors approve a Budget Transfer of \$2,000 from FY21 BOS Contingency to FY21 Economic Development – Other Operating Supplies to cover expenses related to the Fluvanna Hiring Event.				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
		X			
STAFF CONTACT(S):	Bryan Rothamel, Economic Development Coordinator				
PRESENTER(S):	Bryan Rothamel, Economic Development Coordinator				
RECOMMENDATION:	Recommend approval of the following action.				
TIMING:	Routine.				
DISCUSSION:	<ul style="list-style-type: none"> The funds will be used to advertise and operate the 2020 County Hiring Event. The event will be open to all businesses from Fluvanna and be held outside at Silk City Printing (60 Carysbrook Road, Fork Union, VA). The event will be advertised in print in Fluvanna and Buckingham. Online advertisement will target regional residents. Temporary signage will help direct people to the facility. There is ample parking and spacing for businesses to be socially distant. Participants will be encouraged to wear masks and social distance. 				
FISCAL IMPACT:	<ul style="list-style-type: none"> This action will increase the FY21 Economic Development – Other Operating Supplies budget by \$2,000 and decrease FY21 BOS Contingency by \$2,000. The balance in the FY21 BOS Contingency Balance after this action will be \$122,000. 				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	-Budget -Presentation				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
		X			

Item	Cost
Online Advertising	\$700
Physical Signs	\$200
Website	\$100
Print Advertising	\$1,000

**FLUVANNA COUNTY BOARD OF SUPERVISORS
AGENDA ITEM STAFF REPORT**

TAB C

MEETING DATE:	November 4, 2020				
AGENDA TITLE:	FY21 CARES Act Budget Transfer – Fluvanna County Ambulance Power Loads				
MOTION(s):	I move that the Board of Supervisors approve a budget transfer of \$52,022.68 from the FY21 CARES Act Contingency line to the FY21 CARES Act vehicle line for Power Loads for Ambulances 45 and 49.				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
		X			
STAFF CONTACT(S):	Mary Anna Twisdale, Finance Director				
PRESENTER(S):	Mary Anna Twisdale, Finance Director				
RECOMMENDATION:	Approval				
TIMING:	Immediate				
DISCUSSION:	<p>Acquiring Power Loads allows Fire and Rescue to limit provider exposure during calls. This allows patients to be loaded and unloaded with minimal staffing, decreasing exposure to infectious diseases. Currently Ambulances 45 and 49 do not have power loads.</p> <p>The cost includes the purchase and installation for both units. Power Loads \$48,092.68 Installation \$3,930.00</p>				
FISCAL IMPACT:	Allocate CARES Act Funding for Power Loads for Ambulances				
POLICY IMPACT:	NA				
LEGISLATIVE HISTORY:	NA				
ENCLOSURES:	N/A				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
		X			

FLUVANNA COUNTY BOARD OF SUPERVISORS
AGENDA ITEM STAFF REPORT

TAB D

MEETING DATE:	November 4, 2020				
AGENDA TITLE:	FY21 CARES Act Budget Transfer – Fire and Rescue PPE				
MOTION(s):	I move that the Board of Supervisors approve a budget transfer of \$68,891.25 from the FY21 CARES Act Contingency line to the FY21 CARES Act Emergency Supplies line for Fire and Rescue Full Face Piece Air Purifying Respirators.				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
		X			
STAFF CONTACT(S):	Mary Anna Twisdale, Finance Director				
PRESENTER(S):	Mary Anna Twisdale, Finance Director				
RECOMMENDATION:	Approval				
TIMING:	Immediate				
DISCUSSION:	<p>Provide Fire/EMS with individual full face piece air purifying respirators (APR) and particulate blocking hood to provide protection against COVID-19 for all personnel responding for these calls for service.</p> <p>Since the outbreak of the COVID-19 pandemic Fluvanna County and Lake Monticello Fire and Rescue have responded to approximately 400 positive and suspected patients with the virus.</p> <p>With the uncertain future of this pandemic and the current lack of a vaccine to combat the virus, coupled with round two of the virus, hot-spots, virus mutation and the start of the annual flu season, these full face piece respirator will provide the best protection for all first responders tasked with treating, transporting and coping with the day to day circumstances presented by the virus and other communicable diseases.</p> <p>The Fluvanna County Fire and Rescue Chief's respectfully request that the Fluvanna County Board of Supervisors consider and approve the purchase of this life saving personal protective equipment with funds provided by the CARES ACT.</p>				
FISCAL IMPACT:	Allocate CARES Act Funding for Fire and Rescue Air Purifying Respirators				

POLICY IMPACT:	NA				
LEGISLATIVE HISTORY:	NA				
ENCLOSURES:	N/A				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
		x			

To: Eric Dahl, County Administrator, for
Fluvanna County Board of Supervisors
From: Chief R.J. Constantino. Lake Monticello Fire Department
Re: CARES Act funding for PPE
Dated: October 9, 2020

Below listed is a proposal for the Board of Supervisors' consideration for the purchase of personal protective equipment to furnish and protect personnel of Fluvanna County and Lake Monticello Fire and Rescue for their use while responding to and mitigating occurrences involving confirmed and suspected cases of COVID-19.

We appreciate your continuing support of our operations and we respectfully request your assistance with this proposal and please forward same to the Board of Supervisors.

INTRODUCTION:

Provide Fire/EMS and Law Enforcement with individual full facepiece air purifying respirators (APR) and particulate blocking hood to provide protection against COVID-19 for all personnel responding for these calls for service.

Since the outbreak of the COVID-19 pandemic Fluvanna County and Lake Monticello Fire and Rescue have responded to approximately 400 positive and suspected patients with the virus.

With the uncertain future of this pandemic and the current lack of a vaccine to combat the virus, coupled with round two of the virus, hot-spots, virus mutation and the start of the annual flu season, these full facepiece respirator will provide the best protection for all first responders tasked with treating, transporting and coping with the day to day circumstances presented by the virus and other communicable diseases.

The Fluvanna County Fire and Rescue Chief's respectfully request that the Fluvanna County Board of Supervisors consider and approve the purchase of this life saving personal protective equipment with funds provided by the CARES ACT.

OBJECTIVES:

It is the intention of the County Chief's to:

- Provide Fire/EMS and Law Enforcement personnel with full facepiece air purifying respirators (APR) to offer superior protection against COVID-19, et al.
- Lessen the exposure risks for first responders for the transmission and spread of COVID-19.
- Meet the requirements of 29 CFR 1910.134 (OSHA Respiratory Protection).
- Provide enhanced shields against this deadly disease which, as of this writing, has taken the lives of over 213,613+ Americans and 3,361+ resident of the Commonwealth.
- Afford the best protection to our families so the virus will not be transmitted from fire/rescue personnel to their loved ones.
- Protect the many "at risk" fire/rescue personnel.

- Employ the full facepiece while performing normal firefighting duties.
- Utilize a three-layer particulate blocking hoods to reduce firefighters exposure to persistent fire ground carcinogens, SARS-CoV2, who's molecules are smaller than COVID-19 and other harmful contaminants.

BENEFITS:

By employing the MSA G1 full facepiece mask:

- As single user for each mask will stop the spread the virus from responder to responder.
- Full facepiece air purifying respirators provide superior protection as compared to other masks and face coverings.
- To be compliant with OSHA Respiratory Protection standards, all personnel need to be fit tested for each type of the numerous N-95 masks that are currently in-service and worn by personnel.
- The same Full Facepiece mask used as an APR for Law Enforcement can also be easily changed to be used as the mask to protect Law Enforcement and other First Responders from tear gas (CS) or pepper spray (OC) as well.
- The same MSA G-1 full Facepiece mask used as an APR for Fire/EMS can also be easily changed by removing the snap-in adaptor and can be used as the normal mask that is paired with the new Self-Contained Breathing Apparatus used by all Fluvanna County fire companies. This affords firefighters the ability to use the MSA G1 mask for both firefighting and medical duties
- When the new SCBA's were recently purchased, we were unable to purchase individual masks for our firefighters due to budget constraints caused by the denial of FEMA, *Assistance to Firefighters Grant* applications. With this project we will be able to provide individual masks, as we have done in the past, so there will be no "sharing" of masks that are currently assigned to each particular air pack on the apparatus. Sharing of masks can easily spread the virus to other users of the masks, thereby potentially infecting numerous first responders.
- Currently, there are limited sized masks on each apparatus and the potential for a firefighter wearing a mask that is not his/her fit tested size, can present serious consequences.
- By using a particulate blocking firefighting hood, it provides the wearer with three separate layers of protection so pathogens do not affix itself to exposed skin.

JUSTIFICATION:

- Filtering Facepiece Respirators (N-95) have an Assigned Protection Factor (APF) of 10. Full Facepiece APR's have an APF of **50**, providing **5 times** more protection than the N-95 mask currently employed.
- Full Facepiece APR's are durable and may be cleaned, sanitized and used repeatedly over many years, providing savings over the lifetime of the facepiece (15 years).
- A particulate blocking hood blocks viruses that range from 20 nm to 400 nm in size.

- The SARS-CoV2 virus is approximately 120 nm in size and particulate hood blocks 99 percent of particulates sized of 100 nm to 1,000 nm.
- There is no need to contract with a vendor for annual fit testing of personnel. As part of Fluvanna County's purchase program of the new Self-Contained Breathing Apparatus, a fit testing device and computer were purchased, implemented and a cadre of personnel have been certified to conduct testing, so no additional costs will be involved to test personnel.
- The Board of Supervisors of Amelia County, Virginia recently approved the purchase of the full facepiece APR's for their fire/rescue and law enforcement personnel and have been distributed.

COST:

Qty	Item	Cost per Unit	Total Cost
125	MSA G1 Mask 4-point harness and head net	\$280.00	\$35,000.00
125	MSA Single Port APR Adaptor	\$106.33	\$13,291.25
200	Optifilter XL, type HE	\$28.00	\$5,600.00
125	Mask Carrying Bag	\$20.00	\$2,500.00
125	Particulate blocking hood	\$100.00	\$12,500.00
	Total	\$534.33	\$68,891.25

Prepared and submitted by;

Chief Richard J. Constantino, on behalf of and with the support of, Chief Dwayne Mayo, Fluvanna County Fire Chief, R. John Lye, Chair, Fluvanna County Fire and Rescue Association



MSA G1 Full Facepiece air purifying respirators



Particulate blocking firefighter hood

**FLUVANNA COUNTY BOARD OF SUPERVISORS
AGENDA ITEM STAFF REPORT**

TAB E

MEETING DATE:	November 4, 2020				
AGENDA TITLE:	FY21 CARES Act Budget Transfer –Sheriff’s Office Respirators				
MOTION(s):	I move that the Board of Supervisors approve a budget transfer of \$14,540 from the FY21 CARES Act Contingency line to the FY21 CARES Act Emergency Supplies line for Sheriff’s Office Respirators.				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
		X			
STAFF CONTACT(S):	Mary Anna Twisdale, Finance Director				
PRESENTER(S):	Mary Anna Twisdale, Finance Director Major David Wells, Fluvanna County Sheriff’s Office				
RECOMMENDATION:	Approval				
TIMING:	Immediate				
DISCUSSION:	<p>The purchase of the new masks are to ensure the reserve deputies have adequate respiratory protection against biological pathogens such as SARS-CoV-2 (Coronavirus). These masks provide full face respiratory protection. We currently have these masks for the paid staff. They are very similar to and made by the same company as, the masks the BOS recently approved for the fire department. The filters are simply to ensure that the agency has an adequate supply of filters on hand as this pandemic does not appear to have an end in sight. While full face masks are not worn routinely, they would be worn if the deputy had to enter a known infected zone. If there was another outbreak at the nursing home, and we had to enter, gas masks would be worn. Likewise, if we had to enter a home and we know COVID positive people occupied the dwelling, a full-face gas mask would provide the deputy with the most protection. We are in the midst of a pandemic of what, by all accounts, is now an air-borne pathogen. The Sheriff’s Office may need all the staffing they can muster should the worst case scenario develop. The masks ensure that all our staff, paid or volunteer, have adequate respiratory protection.</p>				
FISCAL IMPACT:	Allocate CARES Act Funding for Sheriff’s Office Respirators				
POLICY IMPACT:	NA				
LEGISLATIVE HISTORY:	NA				

ENCLOSURES:	N/A				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
		x			

**FLUVANNA COUNTY BOARD OF SUPERVISORS
AGENDA ITEM STAFF REPORT**

TAB F

MEETING DATE:	November 4, 2020				
AGENDA TITLE:	FY21 CARES Act Budget Transfer – Sheriff’s Office X-Ray Scanner				
MOTION(s):	I move that the Board of Supervisors approve a budget transfer of \$16,047.40 from the FY21 CARES Act Contingency line to the FY21 CARES Act Machinery & Equipment line for a Sheriff’s Office X-Ray Scanner.				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
		X			
STAFF CONTACT(S):	Mary Anna Twisdale, Finance Director Major David Wells, Fluvanna County Sheriff’s Office				
PRESENTER(S):	Mary Anna Twisdale, Finance Director				
RECOMMENDATION:	Approval				
TIMING:	Immediate				
DISCUSSION:	Obtaining this scanner would allow for courts staff to do “touchless” searching of bags, briefcases, and packages as they come into the courthouse, much like airport screening. Currently, deputies must conduct manual searches of containers which involves both touching items and getting in close contact with persons. This system is also semi-mobile so with the upcoming return to jury trials under COVID restrictions, this unit could be wheeled to a needed location to aid in the entry of potential jurors and witnesses in a manner compliant with COVID guidelines. Jury selection can include up to 75 prospective jurors at in one time block. Having a scanner will expedite the screening of those jurors in a complaint manner.				
FISCAL IMPACT:	Allocate CARES Act Funding for Sheriff’s Office X-Ray Scanner.				
POLICY IMPACT:	NA				
LEGISLATIVE HISTORY:	NA				
ENCLOSURES:	N/A				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
		X			

**FLUVANNA COUNTY BOARD OF SUPERVISORS
AGENDA ITEM STAFF REPORT**

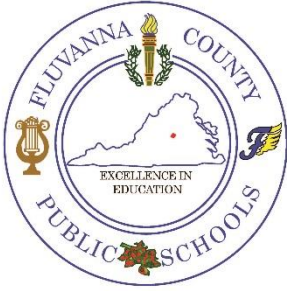
TAB G

MEETING DATE:	November 4, 2020				
AGENDA TITLE:	FY21 CARES Act Budget Transfer – TJPDC Regional Affordable Housing Search Tool and Website				
MOTION(s):	I move that the Board of Supervisors approve a budget transfer of \$2,612 from the FY21 CARES Act Contingency line to the FY21 CARES Act Contract Services line for the TJPDC Regional Affordable Housing Search Tool and Website.				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
		X			
STAFF CONTACT(S):	Mary Anna Twisdale, Finance Director Eric Dahl, County Administrator				
PRESENTER(S):	Mary Anna Twisdale, Finance Director				
RECOMMENDATION:	Approval				
TIMING:	Immediate				
DISCUSSION:	This tool has been an identified strategy to combat homelessness and affordable housing in our region, it has become even more important as COVID-19 has reduced incomes and increased the risk of evictions and foreclosures. There is no comparable rental and ownership site in Virginia. In addition to the search tool, information on affordable housing resources, assistance and housing providers will be provided. The vendor for the search site will provide a bi-lingual telephone support system for those without access to a computer. There is a one-time \$.10 per capita cost to Fluvanna County.				
FISCAL IMPACT:	Allocate CARES Act Funding for the TJPDC Regional Affordable Housing Search Tool and Website.				
POLICY IMPACT:	NA				
LEGISLATIVE HISTORY:	NA				
ENCLOSURES:	N/A				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
		x			

FLUVANNA COUNTY BOARD OF SUPERVISORS
AGENDA ITEM STAFF REPORT

TAB H

MEETING DATE:	November 04, 2020				
AGENDA TITLE:	FY21 CARES Act Budget Transfer				
MOTION(s):	I move that the Board of Supervisors [approve/deny/defer] a budget transfer of \$150,000 from the FY21 CARES Act Contingency line to the Fluvanna County Public Schools FY21 budget.				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
		X			
STAFF CONTACT(S):	Mary Anna Twisdale, Finance Director Liz McIver, Management Analyst Brenda Gilliam, Executive Director for Instruction and Finance				
PRESENTER(S):	Liz McIver, Management Analyst				
RECOMMENDATION:	Approval				
TIMING:	Effective Immediately				
DISCUSSION:	The Schools have requested a Supplemental Appropriation of \$150,000.00 from the CARES funds to help cover additional technology cost due to the COVID19 Pandemic. These funds would be used to purchase Chromebooks and other needed hardware.				
FISCAL IMPACT:	Distribute CARES Act Funding				
POLICY IMPACT:	NA				
LEGISLATIVE HISTORY:	NA				
ENCLOSURES:	FCPS Supplemental Appropriation Request				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
		X			

**FLUVANNA COUNTY PUBLIC SCHOOLS**

14455 JAMES MADISON HIGHWAY
PALMYRA, VIRGINIA 22963

Phone: (434) 589-8208 Fax: (434) 589-2248

TO: Mary Anna Twisdale, Finance Director, Fluvanna County

FROM: Brenda Gilliam, Executive Director for Instruction and Finance

Cc: Eric Dahl, County Administrator, Fluvanna County
Chuck Winkler, Superintendent Fluvanna County Public Schools
Liz McIver, Management Analyst

DATE: October 27, 2020

RE: **Revised** Local Carryover and CARES Act Request

Fluvanna County Public Schools is requesting a supplemental appropriation from the County's CARES Act and local carryover funds for the expenses outlined below:

Capital Improvement Funds

\$200,000- Abrams upgrades- bathrooms, windows, ADA accessibility, etc.
\$200,000- Two New School Buses

CARES Act Funds- Supplemental Appropriation

\$150,000- Technology- Chromebooks, and other needed hardware

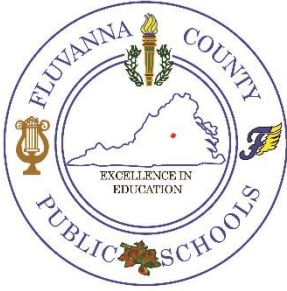
\$550,000.00- Total Request

We will continue to apply for additional funding opportunities, as they are made available.

FLUVANNA COUNTY BOARD OF SUPERVISORS
AGENDA ITEM STAFF REPORT

TAB I

MEETING DATE:	November 4, 2020				
AGENDA TITLE:	FY20 to FY21 FCPS Carryover Request				
MOTION(s):	<p>I move the Board of Supervisors [approve/deny/defer] carryover of FY20 Fluvanna County Public Schools unexpended local funds in the amount of \$400,000 to the FY21 CIP Budget (Schools), for the following items:</p> <p style="margin-left: 40px;"> A. Abrams Upgrades - \$200,000 B. Two New School Buses - \$200,000 </p>				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
		X			
STAFF CONTACT(S):	Liz McIver, Management Analyst				
PRESENTER(S):	Chuck Winkler, Schools Superintendent Brenda Gilliam, Executive Director				
RECOMMENDATION:	Approve/Deny/Defer				
TIMING:	Effective July 1, 2020				
DISCUSSION:	<p>Fluvanna County Public Schools are requesting a local funds carryover from FY20 to FY21.</p> <p>The Fluvanna County School Board requests that \$400,000 of unexpended FY20 Funds be re-allocated to the school division. Said funds are to be transferred to:</p> <ul style="list-style-type: none"> \$200,000 to CIP – Abrams Upgrades \$200,000 to CIP – Two New School Buses 				
FISCAL IMPACT:	This supplemental appropriation, if approved, would authorize staff to appropriate the additional funds to FY21 revenue and expenditures in the Fluvanna County Public Schools CIP budget.				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	Financial Policies – Section 3.1.10 – BOS Approved September 1, 2010				
ENCLOSURES:	<ul style="list-style-type: none"> FCPS Carryover Request 				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
		X			

**FLUVANNA COUNTY PUBLIC SCHOOLS**

14455 JAMES MADISON HIGHWAY
PALMYRA, VIRGINIA 22963

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TO: Mary Anna Twisdale, Finance Director, Fluvanna County

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Cc: Eric Dahl, County Administrator, Fluvanna County
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Liz McIver, Management Analyst

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\$200,000- Two New School Buses

CARES Act Funds- Supplemental Appropriation

\$150,000- Technology- Chromebooks, and other needed hardware

\$550,000.00- Total Request

We will continue to apply for additional funding opportunities, as they are made available.

FLUVANNA COUNTY BOARD OF SUPERVISORS

AGENDA ITEM STAFF REPORT

TAB J

MEETING DATE:	November 04, 2020																																																																										
AGENDA TITLE:	FY20 4 th Quarter Budget Report and FY20 to FY21 Carryover Requests																																																																										
MOTION(s):	<p>I move the Board of Supervisors [approve/deny/defer] the following carryover requests of FY20 unexpended budget lines from the listed departments to the FY21 Department Budget lines as specified and in the amounts listed:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;">Item</th> <th style="width: 20%;">Department</th> <th style="width: 30%;">Budget Line</th> <th style="width: 15%;">Amount</th> <th style="width: 10%;">Meets Policy</th> </tr> </thead> <tbody> <tr><td>A</td><td>Parks & Rec.</td><td>Site Improvement</td><td>\$4,000</td><td>Yes</td></tr> <tr><td>B</td><td>Parks & Rec.</td><td>Site Improvement</td><td>\$5,500</td><td>Yes</td></tr> <tr><td>C</td><td>Litter</td><td>Professional Services</td><td>\$23,000</td><td>Yes</td></tr> <tr><td>D</td><td>Sheriff's Office</td><td>Subsistence & Lodging</td><td>\$7,900</td><td>Yes</td></tr> <tr><td>E</td><td>Sheriff's Office</td><td>Convention and Education</td><td>\$5,300</td><td>Yes</td></tr> <tr><td>F</td><td>Sheriff's Office</td><td>Overtime Pay</td><td>\$7,000</td><td>Yes</td></tr> <tr><td>G</td><td>Sheriff's Office</td><td>Vehicle Fuel</td><td>\$6,680</td><td>No</td></tr> <tr><td>H</td><td>E911</td><td>Maintenance Contracts</td><td>\$15,744</td><td>Yes</td></tr> <tr><td>I</td><td>Registrar's Office</td><td>Contract Services</td><td>\$33,266</td><td>No</td></tr> <tr><td>J</td><td>Registrar's Office</td><td>Machinery and Equipment</td><td>\$39,397</td><td>No</td></tr> <tr><td>K</td><td>Registrar's Office</td><td>Furniture & Fixtures</td><td>\$1,000</td><td>No</td></tr> <tr><td>L</td><td>Registrar's Office</td><td>Mileage Allowances</td><td>\$460</td><td>No</td></tr> <tr><td>M</td><td>Registrar's Office</td><td>Contract Services</td><td>\$5,000</td><td>No</td></tr> </tbody> </table> <p>with a total amount of \$ _____ to be re-appropriated to FY21.</p>					Item	Department	Budget Line	Amount	Meets Policy	A	Parks & Rec.	Site Improvement	\$4,000	Yes	B	Parks & Rec.	Site Improvement	\$5,500	Yes	C	Litter	Professional Services	\$23,000	Yes	D	Sheriff's Office	Subsistence & Lodging	\$7,900	Yes	E	Sheriff's Office	Convention and Education	\$5,300	Yes	F	Sheriff's Office	Overtime Pay	\$7,000	Yes	G	Sheriff's Office	Vehicle Fuel	\$6,680	No	H	E911	Maintenance Contracts	\$15,744	Yes	I	Registrar's Office	Contract Services	\$33,266	No	J	Registrar's Office	Machinery and Equipment	\$39,397	No	K	Registrar's Office	Furniture & Fixtures	\$1,000	No	L	Registrar's Office	Mileage Allowances	\$460	No	M	Registrar's Office	Contract Services	\$5,000	No
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STAFF CONTACT(S):	Liz McIver, Management Analyst Mary Anna Twisdale, Finance Director Eric Dahl, County Administrator Aaron Spitzer, Parks & Rec. Director Eric Hess, Sheriff's Office Michael Grandstaff, e911 Dispatch Communications Joyce Pace, Registrar's Office																																																																										
PRESENTER(S):	Liz McIver, Management Analyst																																																																										
RECOMMENDATION:	Approve carryovers within policy																																																																										
TIMING:	Effective July 1, 2020																																																																										

DISCUSSION:	<p>Presenting the FY20 4th Quarter Budget Report for BOS information and the FY20 to FY21 Carryover Requests for BOS consideration and action.</p> <p>Fluvanna County Finance Policy Section 3.1.10, Reappropriation of Balances (Carryovers):</p> <p><u>Meets existing policy</u></p> <ol style="list-style-type: none"> 1. Had budget authority in FY20, and 2. Initiative/project was started in FY20, but was not able to be completed, or 3. Initiative/project not started in FY20 due to circumstances. <p><u>Does not meet existing policy</u></p> <ol style="list-style-type: none"> 1. No budget authority in FY20, and requesting FY20 carryover of remaining funds to cover certain one-time special or capital projects not already approved/funded, 2. To cover unanticipated operating expenses not included in the FY21 budget 				
FISCAL IMPACT:	Approval of the motion as stated above will allow the Finance Department to increase FY21 revenue and expenditure budgets equally within the assigned funds.				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	Financial Policies 3.1.10 Reappropriation of Balances (Carryovers)				
ENCLOSURES:	<ul style="list-style-type: none"> • YTD Budget Report for Requesting Departments • Office/Departmental Carryover Requests Forms 				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
		X			

County of Fluvanna

Carryover Request FY20/21

Office/Department:

	General Ledger Account Title	FY20 Org Code	FY20 Object Code	FY21 Org Code (If Different)	FY21 Object Code (If Different)	Amount Requested	Justification: <u>Please answer all three questions.</u> Why should these funds be carried forward? Why was the project not completed within FY20? If this request is denied, what impact will it have on this Office/Department's ability to function efficiently?
1							
2							
3							
4							
5							
6							
Office/Department:						Total Carryover Amount Requested:	

County of Fluvanna

Carryover Request FY20/21

Office/Department:

	General Ledger Account Title	FY20 Org Code	FY20 Object Code	FY21 Org Code (If Different)	FY21 Object Code (If Different)	Amount Requested	Justification: <u>Please answer all three questions.</u> Why should these funds be carried forward? Why was the project not completed within FY20? If this request is denied, what impact will it have on this Office/Department's ability to function efficiently?
1							
2							
3							
4							
5							
6							
Office/Department:						Total Carryover Amount Requested:	

County of Fluvanna

Carryover Request FY20/21

Office/Department:

	General Ledger Account Title	FY20 Org Code	FY20 Object Code	FY21 Org Code (If Different)	FY21 Object Code (If Different)	Amount Requested	Justification: <u>Please answer all three questions.</u> Why should these funds be carried forward? Why was the project not completed within FY20? If this request is denied, what impact will it have on this Office/Department's ability to function efficiently?
1							
2							
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6							
Office/Department:						Total Carryover Amount Requested:	

County of Fluvanna

Carryover Request FY20/21

Office/Department:

	General Ledger Account Title	FY20 Org Code	FY20 Object Code	FY21 Org Code (If Different)	FY21 Object Code (If Different)	Amount Requested	Justification: <u>Please answer all three questions.</u> Why should these funds be carried forward? Why was the project not completed within FY20? If this request is denied, what impact will it have on this Office/Department's ability to function efficiently?
1							
2							
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6							
Office/Department:						Total Carryover Amount Requested:	

10/27/2020 16:15
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COUNTY OF FLUVANNA
YEAR-TO-DATE BUDGET REPORT

P 1
glytdbud

FOR 2020 13

ACCOUNTS FOR: 100 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
710 PARKS & RECREATION							
10071000 401100 FULL-TIME SALAR	206,559	10,683	217,242	217,319.13	.00	-77.13	100.0%*
10071000 401300 PART-TIME SALAR	89,598	0	89,598	55,488.97	.00	34,109.03	61.9%
10071000 401310 OVERTIME PAY	1,100	0	1,100	567.82	.00	532.18	51.6%
10071000 401320 HOLIDAY & DISCR	0	250	250	250.00	.00	.00	100.0%
10071000 402100 FICA	19,997	817	20,814	19,823.35	.00	990.65	95.2%
10071000 402210 VRS	16,764	870	17,634	18,161.40	.00	-527.40	103.0%*
10071000 402250 DISABILITY	366	0	366	563.29	.00	-197.29	153.9%*
10071000 402300 MEDICAL INSURAN	48,030	1,002	49,032	49,238.72	.00	-206.72	100.4%*
10071000 402400 GROUP LIFE	2,564	140	2,704	2,845.92	.00	-141.92	105.2%*
10071000 402700 WORKER'S COMPEN	5,596	0	5,596	4,963.40	.00	632.60	88.7%
10071000 403100 PROFESSIONAL SE	28,700	0	28,700	18,658.05	.00	10,041.95	65.0%
10071000 403300 CONTRACT SERVIC	17,000	0	17,000	9,823.05	.00	7,176.95	57.8%
10071000 403300 CARN CONTRACT SE	11,800	0	11,800	10,447.82	.00	1,352.18	88.5%
10071000 403500 PRINTING AND BI	8,000	0	8,000	4,889.83	.00	3,110.17	61.1%
10071000 403600 ADVERTISING	2,500	-500	2,000	472.00	.00	1,528.00	23.6%
10071000 403600 CARN ADVERTISING	2,500	0	2,500	2,421.15	.00	78.85	96.8%
10071000 405210 POSTAL SERVICES	600	0	600	352.69	.00	247.31	58.8%
10071000 405230 TELECOMMUNICATI	6,600	0	6,600	6,483.83	.00	116.17	98.2%
10071000 405410 LEASE/RENT	5,000	0	5,000	3,796.58	.00	1,203.42	75.9%
10071000 405510 MILEAGE ALLOWAN	100	0	100	.00	.00	100.00	.0%
10071000 405530 SUBSISTENCE & L	2,900	0	2,900	694.64	.00	2,205.36	24.0%
10071000 405540 CONVENTION AND	1,310	0	1,310	620.00	.00	690.00	47.3%
10071000 405810 DUES OR ASSOCIA	1,200	0	1,200	1,170.00	.00	30.00	97.5%
10071000 406001 OFFICE SUPPLIES	2,000	0	2,000	1,091.34	.00	908.66	54.6%
10071000 406004 CARN GENERAL MAT	3,000	0	3,000	2,596.49	.00	403.51	86.5%
10071000 406008 VEHICLE FUEL	3,000	0	3,000	2,025.52	.00	974.48	67.5%
10071000 406011 UNIFORM/WEARING	500	500	1,000	556.13	.00	443.87	55.6%
10071000 406012 BOOKS/PUBLICATI	250	0	250	.00	.00	250.00	.0%
10071000 406013 RECREATIONAL SU	59,800	193	59,993	36,145.44	.00	23,847.56	60.2%
10071000 406013 AMUSE RECREATION	4,500	0	4,500	1,017.00	.00	3,483.00	22.6%
10071000 408102 FURNITURE & FIX	500	0	500	472.62	.00	27.38	94.5%
10071000 409904 SITE IMPROVEMEN	21,000	0	21,000	2,455.50	.00	18,544.50	11.7%
10071000 409904 PARC SITE IMPROV	0	5,332	5,332	1,757.00	.00	3,575.00	33.0%
TOTAL PARKS & RECREATION	573,334	19,287	592,621	477,168.68	.00	115,452.32	80.5%
TOTAL GENERAL FUND	573,334	19,287	592,621	477,168.68	.00	115,452.32	80.5%
TOTAL EXPENSES	573,334	19,287	592,621	477,168.68	.00	115,452.32	

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 COUNTY OF FLUVANNA
 YEAR-TO-DATE BUDGET REPORT

 P 1
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FOR 2020 13

ACCOUNTS FOR: 100 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
<hr/>							
410 LITTER							
<hr/>							
10041000 403100 ALIED PROFESSION	22,200	0	22,200	.00	.00	22,200.00	.0%
10041000 406014 OTHER OPERATING	5,000	0	5,000	1,735.33	.00	3,264.67	34.7%
TOTAL LITTER	27,200	0	27,200	1,735.33	.00	25,464.67	6.4%
TOTAL GENERAL FUND	27,200	0	27,200	1,735.33	.00	25,464.67	6.4%
TOTAL EXPENSES	27,200	0	27,200	1,735.33	.00	25,464.67	

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 COUNTY OF FLUVANNA
 YEAR-TO-DATE BUDGET REPORT

 P 1
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FOR 2020 13

ACCOUNTS FOR: 100 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
310 SHERIFF							
10031000 401100 FULL-TIME SALAR	1,874,156	11,672	1,885,828	1,473,924.11	.00	411,903.89	78.2%
10031000 401300 PART-TIME SALAR	46,335	0	46,335	13,807.78	.00	32,527.22	29.8%
10031000 401310 OVERTIME PAY	52,500	0	52,500	25,331.35	.00	27,168.65	48.3%
10031000 401320 HOLIDAY & DISCR	69,000	250	69,250	53,777.82	.00	15,472.18	77.7%
10031000 401325 CONTRACTUAL WAG	30,000	0	30,000	31,333.75	.00	-1,333.75	104.4%*
10031000 402100 FICA	152,802	893	153,695	97,497.21	.00	56,197.79	63.4%
10031000 402210 VRS	156,237	950	157,187	101,818.96	.00	55,368.04	64.8%
10031000 402300 MEDICAL INSURAN	334,991	72,877	407,868	265,909.39	.00	141,958.61	65.2%
10031000 402400 GROUP LIFE	23,894	153	24,047	16,385.72	.00	7,661.28	68.1%
10031000 402700 WORKER'S COMPEN	42,403	0	42,403	44,189.77	.00	-1,786.77	104.2%*
10031000 402750 LINE OF DUTY	12,460	0	12,460	8,991.20	.00	3,468.80	72.2%
10031000 402810 CLOTHING ALLOWA	2,800	0	2,800	2,800.00	.00	.00	100.0%
10031000 403100 PROFESSIONAL SE	4,500	0	4,500	3,024.59	.00	1,475.41	67.2%
10031000 403164 COMMUNITY EDUCA	5,000	0	5,000	3,983.43	.00	1,016.57	79.7%
10031000 403190 INVESTIGATIVE S	10,450	624	11,074	11,123.96	.00	-50.00	100.5%*
10031000 403300 CONTRACT SERVIC	4,325	1,431	5,756	5,756.04	.00	.00	100.0%
10031000 403310 BLDGS EQUIP REP	1,000	-137	863	807.81	.00	55.53	93.6%
10031000 403315 VEHICLES REP &	39,600	26,728	66,328	68,581.38	.00	-2,253.49	103.4%*
10031000 403320 MAINTENANCE CON	26,667	-2,055	24,612	24,336.51	.00	275.49	98.9%
10031000 403600 ADVERTISING	500	0	500	.00	.00	500.00	.0%
10031000 405210 POSTAL SERVICES	3,221	0	3,221	1,327.64	.00	1,893.36	41.2%
10031000 405230 TELECOMMUNICATI	48,566	0	48,566	49,942.58	.00	-1,376.58	102.8%*
10031000 405305 VEHICLE INSURAN	24,570	0	24,570	24,139.60	.00	430.40	98.2%
10031000 405310 VOLUNTEER ACCID	2,500	0	2,500	1,206.98	.00	1,293.02	48.3%
10031000 405410 LEASE/RENT	3,438	0	3,438	1,825.98	.00	1,612.02	53.1%
10031000 405530 SUBSISTENCE & L	22,960	0	22,960	15,038.53	.00	7,921.47	65.5%
10031000 405540 CONVENTION AND	44,100	0	44,100	38,720.26	.00	5,379.74	87.8%
10031000 405550 EXTRADITION OF	500	0	500	-172.24	.00	672.24	-34.4%
10031000 405810 DUES OR ASSOCIA	2,365	0	2,365	2,689.00	.00	-324.00	113.7%*
10031000 406001 OFFICE SUPPLIES	10,000	0	10,000	9,954.87	.00	45.13	99.5%
10031000 406002 FOOD SUPPLIES	500	137	637	405.52	.00	231.14	63.7%
10031000 406003 AGRICULTURAL SU	1,000	0	1,000	209.59	.00	790.41	21.0%
10031000 406008 VEHICLE FUEL	79,200	0	79,200	77,679.80	.00	1,520.20	98.1%
10031000 406009 VEHICLE/POWER E	36,311	0	36,311	35,052.08	.00	1,258.92	96.5%
10031000 406010 POLICE SUPPLIES	45,027	3,677	48,704	47,462.22	.00	1,241.56	97.5%
10031000 406011 UNIFORM/WEARING	19,150	4,194	23,344	23,911.77	.00	-568.16	102.4%*
10031000 406011 BPVST UNIFORM/WE	6,858	0	6,858	4,082.20	.00	2,775.80	59.5%
10031000 406014 OTHER OPERATING	3,500	0	3,500	2,006.11	.00	1,493.89	57.3%
10031000 406014 16VOL OTHER OPER	1,500	0	1,500	-3,575.19	.00	5,075.19	-238.3%
10031000 408101 MACHINERY AND E	2,226	0	2,226	.00	.00	2,226.00	.0%

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 COUNTY OF FLUVANNA
 YEAR-TO-DATE BUDGET REPORT

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FOR 2020 13

ACCOUNTS FOR: 100 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
10031000 408102 FURNITURE & FIX	1,000	0	1,000	753.56	.00	246.44	75.4%
10031000 408103 COMMUNICATIONS	1,400	0	1,400	608.82	.00	791.18	43.5%
10031000 408109 BUILDING	0	28,500	28,500	4,708.36	.00	23,791.64	16.5%
TOTAL SHERIFF	3,249,512	149,893	3,399,405	2,591,358.82	.00	808,046.46	76.2%
TOTAL GENERAL FUND	3,249,512	149,893	3,399,405	2,591,358.82	.00	808,046.46	76.2%
TOTAL EXPENSES	3,249,512	149,893	3,399,405	2,591,358.82	.00	808,046.46	

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 COUNTY OF FLUVANNA
 YEAR-TO-DATE BUDGET REPORT

 P 1
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FOR 2020 13

ACCOUNTS FOR: 100 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
320 E911							
10032000 401100 FULL-TIME SALAR	568,339	40,502	608,841	539,038.78	.00	69,802.22	88.5%
10032000 401300 PART-TIME SALAR	18,688	2,252	20,940	8,183.76	.00	12,756.24	39.1%
10032000 401310 OVERTIME PAY	29,167	0	29,167	34,400.55	.00	-5,233.55	117.9%*
10032000 401320 HOLIDAY & DISCR	35,000	0	35,000	31,599.95	.00	3,400.05	90.3%
10032000 402100 FICA	48,275	3,270	51,545	45,134.74	.00	6,410.26	87.6%
10032000 402210 VRS	48,707	3,480	52,187	42,013.79	.00	10,173.21	80.5%
10032000 402250 DISABILITY	1,473	0	1,473	1,175.33	.00	297.67	79.8%
10032000 402300 MEDICAL INSURAN	113,663	-839	112,824	109,653.32	.00	3,170.68	97.2%
10032000 402400 GROUP LIFE	7,445	561	8,006	6,779.49	.00	1,226.51	84.7%
10032000 402700 WORKER'S COMPEN	461	0	461	544.39	.00	-83.39	118.1%*
10032000 403100 PROFESSIONAL SE	466,007	1,643	467,650	376,878.95	.00	90,770.80	80.6%
10032000 403125 IT SERVICES	57,000	0	57,000	53,255.39	.00	3,744.61	93.4%
10032000 403161 E911 NEW ROAD S	16,006	0	16,006	5,541.81	.00	10,464.19	34.6%
10032000 403310 BLDGS EQUIP REP	17,000	3,091	20,091	16,195.67	.00	3,895.33	80.6%
10032000 403320 E911O MAINTENANC	140,982	0	140,982	119,927.78	.00	21,054.22	85.1%
10032000 405230 TELECOMMUNICATI	74,000	0	74,000	50,703.28	.00	23,296.72	68.5%
10032000 405410 LEASE/RENT	1,320	0	1,320	971.40	.00	348.60	73.6%
10032000 405510 MILEAGE ALLOWAN	300	0	300	77.63	.00	222.37	25.9%
10032000 405530 SUBSISTENCE & L	8,900	0	8,900	2,031.13	.00	6,868.87	22.8%
10032000 405540 CONVENTION AND	5,000	0	5,000	3,514.55	.00	1,485.45	70.3%
10032000 405540 12WEP CONVENTION	3,000	0	3,000	1,210.50	.00	1,789.50	40.4%
10032000 405810 DUES OR ASSOCIA	650	0	650	424.00	.00	226.00	65.2%
10032000 406001 OFFICE SUPPLIES	2,000	0	2,000	1,586.08	.00	413.92	79.3%
10032000 406011 UNIFORM/WEARING	1,700	0	1,700	1,610.49	.00	89.51	94.7%
10032000 408107 EDP EQUIPMENT	2,000	1,500	3,500	2,989.63	.00	510.37	85.4%
TOTAL E911	1,667,083	55,460	1,722,543	1,455,442.39	.00	267,100.36	84.5%
TOTAL GENERAL FUND	1,667,083	55,460	1,722,543	1,455,442.39	.00	267,100.36	84.5%
TOTAL EXPENSES	1,667,083	55,460	1,722,543	1,455,442.39	.00	267,100.36	

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COUNTY OF FLUVANNA
YEAR-TO-DATE BUDGET REPORT

P 1
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FOR 2020 13

ACCOUNTS FOR: 100 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
170 REGISTRAR/ELECTORAL BOARD							
10017000 401100 FULL-TIME SALAR	90,796	5,820	96,616	94,142.51	.00	2,473.49	97.4%
10017000 401114 BOARD COMPENSAT	8,593	0	8,593	8,721.18	.00	-128.18	101.5%*
10017000 401300 PART-TIME SALAR	16,737	5,000	21,737	19,478.49	.00	2,258.51	89.6%
10017000 401310 OVERTIME PAY	1,000	0	1,000	726.66	.00	273.34	72.7%
10017000 401320 HOLIDAY & DISCR	0	0	0	123.20	.00	-123.20	100.0%*
10017000 402100 FICA	8,372	445	8,817	9,063.73	.00	-246.73	102.8%*
10017000 402210 VRS	9,854	474	10,328	7,470.88	.00	2,857.12	72.3%
10017000 402250 DISABILITY	156	0	156	138.35	.00	17.65	88.7%
10017000 402300 MEDICAL INSURAN	18,271	3,713	21,984	19,459.80	.00	2,524.20	88.5%
10017000 402400 GROUP LIFE	1,515	76	1,591	1,219.74	.00	371.26	76.7%
10017000 402700 WORKER'S COMPEN	101	0	101	70.80	.00	30.20	70.1%
10017000 403300 CONTRACT SERVIC	81,004	0	81,004	42,737.94	.00	38,266.06	52.8%
10017000 403600 ADVERTISING	300	65	365	542.38	.00	-177.19	148.5%*
10017000 405210 POSTAL SERVICES	2,000	769	2,769	4,061.81	.00	-1,292.94	146.7%*
10017000 405230 TELECOMMUNICATI	1,600	0	1,600	826.43	.00	773.57	51.7%
10017000 405410 LEASE/RENT	3,360	0	3,360	2,359.42	.00	1,000.58	70.2%
10017000 405510 MILEAGE ALLOWAN	1,500	0	1,500	1,040.32	.00	459.68	69.4%
10017000 405530 SUBSISTENCE & L	1,500	-1,052	448	448.12	.00	.00	100.0%
10017000 405540 CONVENTION AND	2,600	-1,858	742	675.83	.00	66.43	91.1%
10017000 405810 DUES OR ASSOCIA	530	110	640	640.00	.00	.00	100.0%
10017000 406001 OFFICE SUPPLIES	3,000	2,204	5,204	6,014.78	.00	-810.77	115.6%*
10017000 408101 MACHINERY AND E	4,000	35,397	39,397	.00	.00	39,396.55	.0%
10017000 408102 FURNITURE & FIX	1,000	0	1,000	.00	.00	1,000.00	.0%
TOTAL REGISTRAR/ELECTORAL BOARD	257,789	51,163	308,952	219,962.37	.00	88,989.63	71.2%
TOTAL GENERAL FUND	257,789	51,163	308,952	219,962.37	.00	88,989.63	71.2%
TOTAL EXPENSES	257,789	51,163	308,952	219,962.37	.00	88,989.63	

FLUVANNA COUNTY BOARD OF SUPERVISORS
AGENDA ITEM STAFF REPORT

TAB K

MEETING DATE:	November 4, 2020				
AGENDA TITLE:	Duct Cleaning Service Contract				
MOTION(s):	<p>I move that the Board of Supervisors approve a budget transfer of \$70,150 from FY21 CARES Act Contingency line to CARES Act line Building Equipment Repair & Maintenance.</p> <p>I move the Board of Supervisors approve the contract between County of Fluvanna and Partners Too of Virginia, LTD, for the HVAC Duct Cleaning in County owned buildings not to exceed \$70,150 and further authorize the County Administrator to execute the agreement subject to approval as to form by the County Attorney.</p>				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
		X			
STAFF CONTACT(S):	Cyndi Toler, Purchasing Officer				
PRESENTER(S):	Cyndi Toler, Purchasing Officer				
RECOMMENDATION:	Approve				
TIMING:	Immediate				
DISCUSSION:	<ul style="list-style-type: none"> ❖ To assist with COVID-19 concerns, the county wants to clean the HVAC Ducts in county buildings ❖ This will help keep buildings well ventilated and sanitary ❖ The county buildings included are: <ul style="list-style-type: none"> ➤ Fork Union Fire ➤ DSS ➤ County Administration ➤ Kents Store Fire ➤ Treasurer/COR office ➤ Fluvanna Community Center ➤ Palmyra Fire ➤ Library ➤ Palmyra Rescue ➤ Sheriff's Office ➤ Registrar ➤ Courthouse ➤ Commonwealth Attorney 				
FISCAL IMPACT:	\$70,150 from Cares Funding				
POLICY IMPACT:	NA				
LEGISLATIVE HISTORY:	NA				

ENCLOSURES:	Contract				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
	x	x	x		

SERVICE CONTRACT

This Service Contract (collectively with any exhibit(s) hereto, referred to as the “Agreement”) dated this _____ day of _____, 2020, (the “Effective Date”) is made between the **COUNTY OF FLUVANNA** (the “County”), a political subdivision of the Commonwealth of Virginia and **PARTNERS TOO OF VIRGINIA, LTD., doing business as “Stanley Steemer”** (“Service Provider”), a Virginia corporation, and is binding among and between these Parties as of the date of the County’s signature.

WHEREAS, the COVID-19 pandemic has spread worldwide, causing significant illness, loss of life, and economic disruption around the world;

WHEREAS, the federal government passed the Coronavirus Aid, Relief, and Economic Security (CARES) Act of 2020, which provides funding for various programs to address the effects of the COVID-19 pandemic;

WHEREAS, part of the CARES Act gives monetary assistance to state and local governments to help address the direct impacts of the COVID-19 pandemic;

WHEREAS, the County has felt the effects of the COVID-19 pandemic in many ways, but the effects and requirements of applicable guidelines and best practices related to COVID-19 require additional cleaning protocols;

WHEREAS, the County received certain CARES Act funds and the CARES Act requires that the payments from the Coronavirus Relief Fund only be used to cover expenses that: (i) are necessary expenditures incurred due to the public health emergency with respect to COVID-19; (ii) were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government; (iii) were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020; and (iv) meet all other requirements of the CARES Act and applicable law related thereto (the “CARES Act Requirements”);

Whereas, the County desires to purchase certain duct cleaning services to help maintain a safe, sanitary and clean working environment for employees and visitors to County buildings during the pandemic by improving air flow and HVAC system function as more specifically set out in this Agreement;

Whereas, the James Madison University issued that request for proposals RFP # MPM-978 “Duct and Exhaust Cleaning” on July 31, 2017 (the “Cooperative Solicitation”), which Cooperative Solicitation is attached hereto as **Exhibit 2** and incorporated herein as a material part of this Agreement;

Whereas, the Service Provider responded to the Cooperative Solicitation with its proposal (the “Proposal”) dated August 31, 2017;

Whereas, the Service Provider and HGAC entered into that Contract No. UCPJMU5003 (the “Original Cooperative Agreement”) on September 25, 2017, which Original Cooperative Agreement is attached hereto as **Exhibit 3** and incorporated herein as a material part of this Agreement;

Whereas, the Original Cooperative Agreement, was thereafter renewed by three (3) Contract Renewal Letters dated September 4, 2018, August 23, 2019 and June 15, 2020, respectively, (collectively the “Renewals”), such Renewals are attached hereto as **Exhibit 4** and incorporated herein as a material part of this Agreement;

Whereas, the Original Cooperative Agreement together with all exhibits and attachments thereto and the Renewals is referred to herein as the “Cooperative Agreement”:

Whereas, the Cooperative Agreement was subject to cooperative procurement by other government bodies such as the County per Article VIII, (I) of the Cooperative Solicitation which was incorporated into the Cooperative Agreement;

Whereas, the County may cooperatively procure products and services from the Cooperative Agreement pursuant to Virginia Code Section 2.2-4304, and the County requested a quote for certain “HVAC System Cleaning Crew” hours for duct cleaning services (the “Services”) at County buildings and in response the Service Provider submitted the attached quote entitled “Project Proposal Duct Cleaning” dated October 21, 2020 (hereinafter the “Quote”);

Whereas, the County wishes to purchase certain Services under the Cooperative Agreement as set out in that Quote and attached hereto as **Exhibit 1** and incorporated herein as a material part of this Agreement; and

Whereas, the Service Provider wishes to provide all of the Services to County, with the Services and all work related thereto referred to as the “Project”;

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual promises and agreements contained herein, the County desires to purchase the Services and the Service Provider desires to provide such Services and to work under the terms and conditions hereby agreed upon by the Parties with the foregoing recitals incorporated into this Agreement by reference:

I. Notices.

The legal address for the County and for the Service Provider and the addresses for delivery of Notices and other documents related to the administration of this Agreement are as follows:

Service Provider: Stanley Steemer, Attn: Jason Fender, with a mailing address of 120 Bayne Ave., SW, Salem, VA 24153 (“Service Provider”),

AND

County: County of Fluvanna, a political subdivision of the Commonwealth of Virginia, with a mailing address of 132 Main St., Palmyra, Virginia, 22963 (the “County”).

Service Provider and County are each referred to herein as a “Party” and, collectively, as the “Parties.”

Any Party may substitute another address for the one set forth above by giving a notice in the manner required. Any notice given by mail will be deemed to be received on the fifth (5th) day after deposit in the United States mail. Any notice given by hand will be deemed to be received when delivered. Notice by courier will be deemed to have been received on the date shown on any certificate of delivery.

II. General Terms. The County of Fluvanna General Terms Conditions and Instructions to Bidders and Contractors (the “General Terms”) is attached hereto as Appendix I and incorporated herein by reference as a material part of this Agreement. Also attached hereto and incorporated herein by reference as a material part of this Agreement as Appendix II are forms required to be completed and submitted by the Service Provider with this Agreement including:

- i. Certificate of No Collusion
- ii. Offeror Statement

- iii. Proof of Authority to Transact Business in Virginia
- iv. Offeror Data Sheet

III. Period of Performance: All Services on the Project are to be performed, completed and in strict compliance with this Agreement, the Cooperative Agreement, Cooperative Solicitation, Quote, and the General Terms to the sole satisfaction of the County no later than December 15, 2020, time being of the essence. The date that all work on the Project is completed in full conformance with this Agreement to the sole satisfaction of the County is the “**Completion Date**”. Notwithstanding any other provision of this Agreement, the County may elect to terminate this Agreement on December 30, 2020 by providing written or verbal notice to the Service Provider on or before December 30, 2020. The County will be using CARES Act funds to pay for the Services provided under this Agreement, and the Service Provider understands the same and agrees to comply with all CARES Act Requirements in providing the Services and in all matters relating to this Agreement. Notwithstanding any provisions to the contrary contained in this Agreement, the County will not pay for any Services, or portion thereof, not be completed on or prior to December 30, 2020 under any circumstances and the Service Provider agrees not to invoice the County for any Services performed after December 30, 2020. Further, notwithstanding any other provision of this Agreement, the Service Provider agrees that COVID-19 is not a force majeure or similar excuse for any default by or delay of Service Provider under this Agreement.

IV. Scope Of Services: The Service Provider shall provide all equipment, products, items, installation, labor, supervision, support, warranties, tools, services and materials to complete the Services on the Project, which shall include, but is not limited to, the following: (i) performing all of the Services to the County as set forth in Quote at the locations therein set out with the Services being those described in the Cooperative Agreement as “HVAC System Cleaning Crew” services and all those services relating to duct cleaning set out in the Cooperative Agreement including without limitation as such Services and associated services are more specifically described in the Service Provider’s Proposal; (ii) communication in advance and coordination with the County and each department and office thereof, on the performance of the Services and the dates and times such are to be performed; (iii) the Services on the Project must meet or exceed all requirements of the Cooperative Solicitation and Cooperative Agreement including, without limitation, all requirements of Article IV “Statement of Needs” of the Cooperative Solicitation, (iv) the Services on the Project must meet or exceed all requirements and provisions of the Quote and the County’s General Terms. All Services on the Project must meet or exceed all requirements and provisions of this Agreement, the Cooperative Agreement, the General Terms and the Quote. In addition, the Service Provider shall provide a warranty on the work on the Project, for at minimum one (1) year from the Completion Date or longer if so required by the this Agreement or any exhibit hereto. All of the equipment being a part of the duct system is owned by the County and any and all applicable manufacturer’s warranties shall be assigned to or otherwise granted to the County. The work on the Project must be furnished by Service Provider in a good and workmanlike manner using the highest quality new materials and so as to pass without exception in the industry. The Services must be done in compliance with Applicable Law, CARES Act Requirements, and to Pandemic Standards (each as defined herein) and as otherwise required by this Agreement.

Pandemic Standards means consistent with the following: (i) Federal, OSHA, and Center for Disease Control regulations, laws, orders, rules, requirements, best practices, mandatory quarantines, mandatory shut-downs, and guidance as issued related to COVID-19, pandemics, or safety, and specifically, but without limitation, those guidelines relating to businesses, businesses in shared buildings, social distancing, hand-washing, and cleaning; and (ii) Commonwealth of Virginia, Virginia Department of Labor, and Virginia Department of Health regulations, laws, orders, rules, requirements, best practices, mandatory quarantines, mandatory shut-downs, and guidance as issued related to COVID-19, pandemics, or safety, and specifically, but without limitation, those guidelines relating to businesses, businesses in shared buildings, social distancing, hand-washing, and cleaning.

“Applicable Law(s)” and “governing regulations and standards” “means all applicable Federal, Commonwealth of Virginia or local laws, ordinances, statutes, rules, regulations, standards, or similar criteria, including without limitation the CARES Act.

Service Provider shall agree while providing the Services, that he/she/they shall comply with the policies, standards, and regulations of the County, including Applicable Law.

V. Payment Amount. The County agrees to pay the Service Provider for the hourly Services at those hourly rates for the type of Services being done consistent with the Quote up to those not to exceed totals for the Services on the Project also set forth in the Quote. **The total Payment Amount for all of the Services on the Project shall NOT EXCEED SEVENTY THOUSAND ONE HUNDRED FIFTY AND NO/100 (\$70,150.00) (the “Payment Amount”)** shown as the “Grand Total” on the Quote. All hourly Services shall be billable to the County in increments of a quarter of an hour, or less, if that is the standard practice of Service Provider. The minimum charge shall be at most a quarter of an hour, it shall be less if that is the standard practice of the Service Provider. Service Provider cannot charge for driving time, mileage, administrative costs, copies, printing, travel time, lunch or other non-working time. Except as set forth in the Quote no portion of the Services can be performed during hours billed at the “Overtime/Emergency Labor rates (Outside of Regular Time working hours)” except for the Services at the Commonwealth Attorney’s office, Voter Registration office and Courthouse shown as “off hours” in the Quote.

No invoice may be provided by the Service Provider to the County until all of the Services on the Project are complete and all items or services purchased have been delivered to, inspected by and accepted by the County. The Service Provider will be paid within forty-five (45) days of receipt of a proper invoice following final acceptance of all Services on the Project by the County in its sole discretion. The Payment Amount includes all fees, costs and charges of any kind to perform all the services and work, including supplying at its own cost and expense any necessary tools, equipment or materials, necessary or desirable for completion of the task specified.

Any payments shall be made in accordance with Section 47 of the General Terms, and in no event shall Service Provider be paid for more hours than actually worked to complete the Services on the Project; and the Service Provider agrees to track the hours it actually works to complete the Services on the Project and only invoice the County for hours actually work up to the not to exceed cost for the Services set out herein. If less hours are worked than anticipated by the Quote, then the Payment Amount will be less than the not exceed total of \$70,150.00; but the Service Provider will complete the Services on the Project for no more than \$70,150.00 even if more hours than anticipated by the Quote are required.

VI. Conflicts. The General Terms are specifically incorporated herein by reference as a material part of this Agreement. Where any of the provisions this Agreement and any exhibit hereto directly conflict the following shall be the order of preference in resolving such conflict, with (i) controlling over (ii), (iii), (iv) and (v), (ii) controlling over (iii), (iv), and (v), and so forth: (i) this Agreement; (ii) the General Terms; (iii) the Cooperative Agreement; (iv) the Cooperative Solicitation; and (v) the Quote. Whenever possible the Agreement and exhibits shall be read together.

VII. Time is of the Essence. Service Provider acknowledges that time is of the essence in regard to the performance of all Services.

VIII. Safety. Service Provider shall, at his/her/their own expense, be solely responsible for protecting its employees, sub-consultants, material suppliers, and all other persons from risk of death, injury or bodily harm arising from or in any way related to the Services or the site where it is being performed (“Work Site”). In addition, Service Provider agrees to act in accordance with the rules and regulations administered by Applicable Law, including and without limitation, federal law, the CARES Act and CDC and the Virginia Department of Health guidance related to

COVID-19 and OSHA. Service Provider shall be solely responsible and liable for any penalties, fines, or fees incurred.

IX. Entire Agreement. This Agreement constitutes the entire agreement between the Parties to its subject matter and supersedes all prior contemporaneous agreements, representations, and understandings of the Parties. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by all Parties.

X. Other. Service Provider must comply with all Applicable Laws and health directives and best practices related to the COVID-19 pandemic issued by the Federal, State, or local authorities, including without limitation, the Virginia Department of Health and the Centers for Disease Control. If and while best practices recommended by such authorities include the wearing of masks, the Service Provider shall insure that all persons at the Work Site are in compliance with such best practices. Until further notice, the County requires masks be worn at the Work Site, the Service Provider will ensure masks are worn at the Work Site unless notified in writing by the County that such is no longer required. In addition to any directives or best practices, the Service Provider shall institute a policy to screen each person daily prior to access to the Work Site to insure that any person who has symptoms or exposure to COVID-19 or who is otherwise recommended or required to quarantine under health directives or best practices does not work at the Work Site until it is safe for them to do so as indicated under directives and best practices. Service Provider shall immediately send any person at the Work Site home if they develop symptoms of COVID-19 or as otherwise required under the directives or best practices. The Service Provider must immediately notify the County of any potential exposure to COVID-19 of County, including its agents, employees, representatives, officers, guests or other persons at the work Site where the work is occurring such that the County can insure notification and compliance with Applicable Laws. When in doubt, Service Provider must notify the County. As used herein Service Provider means the Service Provider its employees, officers, subcontractors, and any person on the Work Site under Service Provider's control, supervision or at Service Provider's request or invitation."

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties hereto agree to the above terms and have caused this Agreement to be executed in their names by their duly authorized officers.

Fluvanna County:

County's Signature _____ **Date** _____

Print Name _____

Print Title _____

Partner Too of Virginia, Ltd. (doing business as Stanley Steemer)

Service Provider's Signature _____ **Date** _____

Print Name _____

Print Title _____

Approved as to form:

Fluvanna County Attorney

Appendix I: GENERAL TERMS, CONDITIONS AND INSTRUCTIONS TO BIDDERS AND CONTRACTORS

These General Terms, Conditions and Instructions to Bidders and Contractor (hereinafter referred to as the “General Conditions”) shall apply to all purchases and be incorporated into and be a part of each Solicitation (as defined below) and every Contract (as defined below) awarded by Fluvanna County, a political subdivision of the Commonwealth of Virginia (hereinafter referred to as the “County”) unless otherwise specified by the County in writing. Bidders, Offerors and Contractors or their authorized representatives are expected to inform themselves fully as to these General Conditions before submitting Bids or Proposals to and/or entering into any Contract with the County: failure to do so will be at the Bidder’s/Contractor’s own risk and except as provided by law, relief cannot be secured on the plea of error.

Subject to all Federal, State and local laws, policies, resolutions, regulations, rules, limitations and legislation, including the County’s Procurement Policies and Procedures, Bids or Proposals on all Solicitations issued by County will bind Bidders or Offerors, as applicable, and Contracts will bind Contractors, to all applicable terms, conditions, instructions, rules and requirements herein set forth unless otherwise SPECIFICALLY set forth by the County in writing in the Solicitation or Contract. All provisions of these General Conditions are material to any contract between the County and a Contractor.

INTRODUCTION

1. **VIRGINIA PUBLIC PROCUREMENT ACT AND ETHICS IN PUBLIC CONTRACTING:** The Virginia Public Procurement Act of Virginia Code §§ 2.2-4300 *et seq.* (hereinafter the “VPPA”) is incorporated herein by reference. Nothing in these General Conditions is intended to conflict with the VPPA and in case of any conflict, the VPPA controls. Specifically, the provisions of Article 6 of the VPPA (Virginia Code §§ 2.2-4367 through 2.2-4377) relating to ethics in contracting, shall be applicable to all Solicitations and Contracts solicited or entered into by the County. By submitting their Bids or signing any Contract, all Bidders and Contractors certify that they have not violated any of the provisions of Article 6 of the VPPA, including, but not limited to, that their Bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements.
2. **DEFINITIONS:** The definitions of Virginia Code §§ 2.2-4301, 2.2-4302.1 and 2.2-4302.2 are specifically incorporated herein by reference and as used in these General Conditions, whether capitalized or not, any of such defined terms have the same meaning as such terms have under the VPPA: such defined terms include: “Affiliate”, “Best Value”, “Business”, “Competitive Negotiation”, “Competitive Sealed Bidding”, “Construction”, “Construction Management Contract”, “Design-Build Contract”, “Employment Services Organization”, “Goods”, “Informality”, “Job Order Contracting”, “Multiphase Professional Services Contract”, “Nonprofessional Services”, “Potential Bidder or Offeror”, “Professional Services”, “Public Body”, “Public Contract”, “Responsible Bidder or Offeror”, “Responsive Bidder”, “Reverse Auctioning” and “Services”. Additionally, as used in these General Conditions, the following terms, whether capitalized or not, have the following meanings:
 - a. Bid/Proposal: The offer of a Bidder or Offeror to provide specific Goods or Services at specified prices and/or other conditions specified in the Solicitation. The term “Bid” is used throughout these General Conditions and where appropriate includes the term “Proposal” or any modifications or amendments to any Bid or Proposal.
 - b. Bidder/Offeror/Vendor: Any individual(s), company, firm, corporation, partnership or other organization bidding or offering on any Solicitation issued by the County

and/or offering to enter into Contracts with the County. The term “Bidder” is used throughout these General Conditions and where appropriate includes the term “Offeror” and/or “Vendor”.

- c. Contract: Any contract to which the County will be a party.
- d. Contractor: Any individual(s), company, firm, corporation, partnership, or other organization to whom an award is made by the County or whom enters into any contract to which the County is a party.
- e. County: The County of Fluvanna, a political subdivision of the Commonwealth of Virginia, including where applicable all agencies and departments of the County.
- f. County Administrator: The Fluvanna County Administrator.
- g. County Attorney: The Fluvanna County Attorney.
- h. Purchasing Agent: The County Administrator is the County’s Purchasing Agent and is responsible for the purchasing activity of Fluvanna County; and has signatory authority to bind the County to all contracts and purchases made lawfully under the Fluvanna County Small Purchasing Procedures. The Purchasing Agent has signatory authority to bind the County to all other contracts and purchases only after the contracts or purchases have been approved by a vote of the Fluvanna County Board of Supervisors.
- i. General Terms, Conditions and Instructions to Bidders and Contractors (also referred to herein as the “General Conditions”): These General Terms, Conditions and Instructions to Bidders and Contractors shall be attached to and made a part of all Solicitations by the County and all Contracts to which the County is party.
- j. His: Any references to “his” shall include his, her, their, or its as appropriate.
- k. Invitation to Bid (also referred to herein as an “IFB”): A request which is made to prospective Bidders for their quotation on Goods or Services desired by the County. The issuance of an IFB will contain or incorporate by reference the General Conditions and the other specifications and contractual terms and conditions applicable to the procurement.
- l. Purchasing Officer: The Purchasing Officer employed by the County and to whom Bidders/Contractors can submit questions relating to any Bid or Contract.
- m. Request for Proposal (also referred to herein as a “RFP”): A request for an offer from prospective Offerors which shall indicate the general terms which are sought to be procured from Offerors. The RFP will specify the evaluation factors to be used and will contain or incorporate by reference the General Conditions and other applicable contractual terms and conditions, including any unique capabilities or qualifications that will be required of the Contractor.
- n. Small Purchasing Procedures: The County’s Small Purchasing Procedures, being Chapter 4 of the County’s Procurement Policies and Procedures, a method of purchasing not requiring competitive sealed bids or competitive negotiation for single or term contracts for goods and services other than professional services if the aggregate or the sum of all phases is not expected to exceed \$50,000; and also allowing for single or term contracts for professional services without requiring competitive

negotiation, provided the aggregate or the sum of all phases is not expected to exceed \$50,000.

- o. **Solicitation:** The process of notifying prospective Bidders or Offerors that the County wishes to receive Bids or Proposals on a set of requirements to provide Goods or Services. “Solicitation” includes any notification of the County requirements may consist of public advertising (newspaper, County’s website, or other electronic notification), the mailing of notices of Solicitation, any Invitation for Quotes (“IFQ”), Initiations to Bid (“IFB”), or Requests for Proposal (“RFP”), the public posting of notices, issuance of an Open Market Procurement (“OMP”), or telephone calls to prospective Bidders or Offerors.

- p. **State:** The Commonwealth of Virginia.

3. **AUTHORITY:** The Purchasing Agent shall serve as the principal public purchasing official for the County, and shall be responsible for the procurement of goods, services, insurance and construction in accordance with the County’s Procurement Policies and Procedures. The Purchasing Agent has responsibility and authority for negotiating, placing and when necessary modifying every Solicitation, Contract and purchase order issued by the County under the County’s Small Purchasing Procedures. The Purchasing Agent has signatory authority to bind the County to all contracts and purchases made lawfully under the County’s Small Purchasing Procedures. The Purchasing Agent has responsibility and authority for negotiating, placing and when necessary modifying every other Solicitation, Contract and purchase order issued by the County except that the Purchasing Agent has signatory authority to bind the County to all other contracts and purchases ONLY after the contracts or purchases have been adopted and approved by a vote of the Fluvanna County Board of Supervisors (the “Board”).

Unless specifically delegated by the Board or the Purchasing Agent, and consistent with the limited authority granted thereto, no other County officer or employee is authorized to order supplies or Services, enter into purchase negotiations or Contracts, or in any way obligate the County for any indebtedness. Any purchase or contract made which is contrary to such authority shall be of no effect and void and the County shall not be bound thereby.

For convenience, the County’s Purchasing Officer shall serve as an intermediary between the Purchasing Agent and the Bidder or Contractor and any Bidder or Contractor may direct communications regarding any purchase, Solicitation or Contract to the Purchasing Officer; however as stated *supra* only the Board or County’s Purchasing Agent can bind the County and only upon the conditions stated *supra*.

CONDITIONS OF BIDDING

4. **COMPETITION INTENDED:** It is the County’s intent to encourage and permit open and competitive bidding in all Solicitations. It shall be the Bidder’s responsibility to advise the County in writing if any language, requirement, specification, etc., or any combination thereof, stifles competition or inadvertently restricts or limits the requirements stated in a Solicitation to a single source. The County must receive such notification not later than seven (7) business days prior to the deadline set for acceptance of the Bids. In submitting a Bid, the Bidder guarantees that he or she has not been a party with other Bidders to an agreement to bid a fixed or uniform price. Violation of this implied guarantee shall render the Bid of any Bidder involved void.
5. **DISCRIMINATION PROHIBITED:** Pursuant to Virginia Code § 2.2-4310, the County does not discriminate against Bidders, Offerors or Contractors because of race, religion, color, sex, national origin, age, disability, status as a service disabled veteran, or any other basis

prohibited by state law relating to discrimination in employment. Whenever solicitations are made, the County shall include businesses selected from a list made available by the Department of Small Business and Supplier Diversity. Pursuant to Virginia Code § 2.2-4343.1, the County does not discriminate against “faith-based organizations”, being a religious organization that is or applies to be a contractor to provide goods or services for programs funded by the block grant provided pursuant to the Personal Responsibility and Work Reconciliation Act of 1996, P.L. 104-193.

6. **CLARIFICATION OF TERMS:** Pursuant to Virginia Code § 2.2-4316, if any Bidder has questions or comments about the specifications or other Solicitation documents, the prospective Bidder should contact the County no later than seven (7) business days prior to the date set for the opening of Bids or receipt of Proposals. Any revisions to the Solicitation will be made only by written addendum issued by the County. Notifications regarding specifications may not be considered if received in less than seven (7) business days of the date set for opening of Bids/receipt of Proposals.
7. **MANDATORY USE OF COUNTY FORM AND TERMS AND CONDITIONS:** Unless otherwise specified in the Solicitation, all Bids must be submitted on the forms provided by the County, including but not limited to, a Cover Sheet or Pricing Schedule, if applicable, properly signed in ink in the proper spaces and submitted in a sealed envelope or package. Unauthorized modification of or additions to any portion of the Solicitation may be cause for rejection of the Bid. However, the County reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject any Bid or Proposal which has been modified. These General Conditions are mandatory provisions of all Solicitations and all Contracts of the County.
8. **LATE BIDS & MODIFICATION OF BIDS:** Any Bid or modification thereto received at the office designated in the Solicitation after the exact time specified for receipt of the Bid is considered a late Bid or modification thereof. The County is not responsible for delays in the delivery of the mail by the U.S. Postal Service, private carriers or the inter-office mail system. It is the sole responsibility of the Bidder to ensure their Bid reaches County by the designated date and hour. The following rules apply to all Bids submitted to the County:
 - a. The official time used in the receipt of Bids/Proposals is that time on the automatic time stamp machine in the Finance Department;
 - b. Late Bids or modifications thereof will be returned to the Bidder UNOPENED, if Solicitation number, due date and Bidder’s return address is shown on the container;
 - c. If a Bid is submitted on time, however a modification thereto is submitted after the due date and time, then the County in its sole discretion may choose to consider the original Bid except that the County may not consider such original Bid if the Bid is withdrawn by the Bidder pursuant to Section 9 below; and
 - d. If an emergency or unanticipated event or closing interrupts or suspends the County’s normal business operations so that Bids cannot be received by the exact time specified in the Solicitation, then the due date/time specified for receipt of Bids will be deemed to be extended to the same time of day specified in the Solicitation on the first work day on which normal County business operations resume.
9. **WITHDRAWAL OF BIDS:**
 - a. Pursuant to Virginia Code § 2.2-4330, a Bidder for a public construction contract, other than a contract for construction or maintenance of public highways, may withdraw his Bid from consideration if the price bid was substantially lower than the other Bids due solely to a mistake in the Bid, provided the Bid was submitted in good

faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a Bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the Bid sought to be withdrawn.

If a Bid contains both clerical and judgment mistakes, a Bidder may withdraw his Bid from consideration if the price bid would have been substantially lower than the other Bids due solely to the clerical mistake, that was an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a Bid that shall be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the Bid sought to be withdrawn. The Bidder shall give notice in writing to the County of his or her claim of right to withdraw his or her Bid within two (2) business days after the conclusion of the Bid opening procedure and shall submit original work papers with such notice.

- b. A Bidder for a Contract other than for public construction may request withdrawal of his or her Bid under the following circumstances:
 - i. Bids may be withdrawn on written request from the Bidder received at the address shown in the Solicitation prior to the time of opening.
 - ii. Requests for withdrawal of Bids after opening of such Bids but prior to award shall be transmitted to the County, in writing, accompanied by full documentation supporting the request. If the request is based on a claim of error, documentation must show the basis of the error. Such documentation may take the form of supplier quotations, Bidder work sheets, etc. If Bid bonds were tendered with the Bid, the County may exercise its right of collection.
- c. No Bid may be withdrawn under this Section 9 when the result would be the awarding of the Contract on another Bid of the same Bidder or of another Bidder in which the ownership of the withdrawing Bidder is more than five percent (5%).
- d. If a Bid is withdrawn under the authority of this Section 9 the lowest remaining Bid shall be deemed to be the low Bid.
- e. No Bidder who, is permitted to withdraw a Bid shall, for Payment Amount, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the Contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn Bid was submitted.
- f. The County shall notify the Bidder in writing within five (5) business days of its decision regarding the Bidder's request to withdraw its Bid. If the County denies the withdrawal of a Bid under the provisions of this Section 9, it shall State in such notice the reasons for its decision and award the Contract to such Bidder at the Bid price, provided such Bidder is a responsible and responsive Bidder. At the same time that the notice is provided, the County shall return all work papers and copies thereof that have been submitted by the Bidder.
- g. Under these procedures, a mistake shall be proved only from the original work papers, documents and materials delivered as required herein. The work papers, documents

and materials submitted by the bidder shall, at the bidder's request, be considered trade secrets or proprietary information subject to the conditions of subsection F of Virginia Code § 2.2-4342.

10. ERRORS IN BIDS: When an error is made in extending total prices, the unit Bid price will govern. Erasures in Bids must be initialed by the Bidder. Carelessness in quoting prices, or otherwise in preparation of the Bid, will not relieve the Bidder. Bidders/Offerors are cautioned to recheck their Bids for possible error. Errors discovered after public opening cannot be corrected and the Bidder will be required to perform if his or her Bid is accepted.

11. IDENTIFICATION ON BID ENVELOPE: All Bids, Proposals and requested copies thereof submitted to the County shall be in a separate envelope or package, sealed and identified with the following information clearly marked on the outside of the envelope or package:

- a. Addressed as indicated on page 1 of the solicitation;
- b. Solicitation number;
- c. Title;
- d. Bid due date and time;
- e. Bidder's name and complete mailing address (return address); and
- f. Pursuant to Virginia Code § 2.2-4311.2, the Bidder's identification number issued by the State Corporation Commission, or if the bidder is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its bids or proposal a statement describing why the bidder or offeror is not required to be so authorized.

If a Bid is not addressed with the information as shown above, the Bidder takes the risk that the envelope may be inadvertently opened and the information compromised, which may cause the Bid to be disqualified. Bids may be hand delivered to the designated location in the County's offices. No other correspondence or other Proposals/Bids should be placed in the envelope. Any Bidder or Offeror that fails to provide the information required in (f) above shall not receive an award unless a waiver is specifically granted by the County Administrator.

12. ACCEPTANCE OF BIDS: Unless otherwise specified, all formal Bids or Proposals submitted shall be valid for a minimum period of one hundred twenty (120) calendar days following the date established for opening or receipt, respectively, unless extend by mutual agreement of the parties. At the end of the one hundred twenty (120) calendar days the Bid/Proposal may be withdrawn at the written request of the Bidder. Thereafter, unless and until the Proposal is withdrawn, it remains in effect until an award is made or the Solicitation is canceled by the County. The County may cancel any Solicitation at any time by notice of such cancelation to the Bidders.

13. COMPLETENESS: To be responsive, a Bid must include all information required by the Solicitation.

14. CONDITIONAL BIDS: Conditional Bids are subject to rejection in whole or in part.

15. RESPONSE TO SOLICITATIONS: In the event a Bidder cannot submit a Bid on a Solicitation, the Bidder is requested to return the Solicitation cover sheet with an explanation as to why the Bidder is unable to Bid on these requirements, or if there be no cover sheet for the Solicitation a letter to the County explaining the same.

- 16. BIDDER INTERESTED IN MORE THAN ONE BID AND COLLUSION:** More than one bid from an individual, firm, partnership, corporation or association under the same or different name will be rejected. Reasonable grounds for believing that a bidder is interested in more than one bid for the work contemplated will cause rejection of all bids in which the bidder is interested. Any or all bids may be rejected if there is any reason for believing that collusion exists among the bidders. Participants in such collusion may not be considered in future bids for the same work. Each bidder, as a condition of submitting a bid, shall certify that he is not a party to any collusive action as herein defined. However, a party who has quoted prices on work, materials, or supplies to a Bidder is not thereby disqualified from quoting prices to other Bidders or firms submitting a Bid directly for the work, materials or supplies.
- 17. BID OPENING:** Pursuant to Virginia Code § 2.2-4301, all Bids received in response to an IFB will be opened at the date, time and place specified, and announced publicly, and made available for inspection as provided in Section 21 of these General Conditions. Proposals received in response to an RFP will be made available for inspection as provided in Section 21 of these General Conditions.
- 18. TAX EXEMPTION:** The County is exempt from the payment of any federal excise or any Virginia sales tax. The price bid must be net, exclusive of taxes. Tax exemption certificates will be furnished if requested by the Bidder.
- 19. DEBARMENT STATUS:** By submitting their Bids, Bidders certify that they are not currently debarred from submitting Bids on Contracts by the County, nor are they an agent of any person or entity that is currently debarred from submitting Bids or Proposals on Contracts by the County or any agency, public entity/locality or authority of the State.
- 20. NO CONTACT POLICY:** No Bidder shall initiate or otherwise have contact related to the Solicitation with any County representative or employee, other than the Purchasing Officer or Purchasing Agent, after the date and time established for receipt of Bids. Any contact initiated by a Bidder with any County representative, other than the Purchasing Officer or Purchasing Agent, concerning this Solicitation is prohibited and may cause the disqualification of the Bidder.
- 21. VIRGINIA FREEDOM OF INFORMATION ACT:** As provided under Virginia Code § 2.2-4342, all proceedings, records, Contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act of Virginia Code §§ 2.2-3700 *et seq.*, except:
- a. Cost estimates relating to a proposed procurement transaction prepared by or for the County shall not be open to public inspection;
 - b. Any competitive sealed bidding Bidder, upon request, shall be afforded the opportunity to inspect Bid records within a reasonable time after the opening of Bids but prior to award, except in the event that the County decides not to accept any of the Bids and to reopen the Contract. Otherwise, Bid records shall be open to public inspection only after award of the Contract;

- c. Any competitive negotiation Offeror, upon request, shall be afforded the opportunity to inspect Proposal records within a reasonable time after the evaluation and negotiations of Proposals are completed but prior to award except in the event that the County decides not to accept any of the Proposals and to reopen the Contract. Otherwise, Proposal records shall be open to the public inspection only after award of the Contract;
- d. Any inspection of procurement transaction records under this Section 21 shall be subject to reasonable restrictions to ensure the security and integrity of the records;
- e. Trade secrets or proprietary information submitted by a Bidder, Offeror or Contractor in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Bidder, Offeror or Contractor must invoke the protections of this Section 21 prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and State the reasons why protection is necessary; and
- f. Nothing contained in this Section 21 shall be construed to require the County, when procuring by “competitive negotiation” (RFP), to furnish a Statement of reasons why a particular Proposal was not deemed to be the most advantageous to the County.

22. CONFLICT OF INTEREST: Bidder/Contractor certifies by signing any Bid/Contract to/with the County that no conflict of interest exists between Bidder/Contractor and County that interferes with fair competition and no conflict of interest exists between Bidder/Contractor and any other person or organization that constitutes a conflict of interest with respect to the Bid/Contract with the County.

SPECIFICATIONS

23. OMISSIONS OR DISCREPANCIES: Any items or parts of any equipment listed in a Solicitation which are not fully described or are omitted from such specification, and which are clearly necessary for the completion of such equipment and its appurtenances, shall be considered a part of such equipment although not directly specified or called for in the specifications. Should a Bidder find a discrepancy or ambiguity in, or an omission from, the Solicitation, including the drawings and/or specifications, he or she shall so notify the County within twenty-four (24) hours of noting the discrepancy, ambiguity or omission and in any event no less than five (5) days prior to the date set for the opening of Bids. If necessary, the County will send a written addendum for clarification to all Bidders no later than three (3) days before the date set for opening of Bids. Any notification regarding specifications received less than five (5) days prior to the date set for the opening of Bids may or may not be considered by the County in its sole discretion. The Bidder shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the specifications and drawings. Whenever the mention is made of any articles, material or workmanship to be in accordance with laws, ordinances, building codes, underwriter’s codes, A.S.T.M. regulations or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as to the minimum requirements of these specifications.

24. BRAND NAME OR EQUAL ITEMS: Pursuant to Virginia Code § 2.2-4315, unless otherwise provided in the Solicitation, the name of a certain brand, make or manufacturer does not restrict Bidders to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality of the article desired, and any article which the County in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The Bidder is responsible to clearly and specifically indicate the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the County to determine if the product offered meets the requirements of the Solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding, only the information furnished with the Bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a Bid non-responsive. Unless the Bidder clearly indicates in its Bid that the product offered is "equal" product, such Bid will be considered to offer the brand name product referenced in the Solicitation.

25. FORMAL SPECIFICATIONS: When a Solicitation contains a specification which states no substitutes, no deviation therefrom will be permitted and the Bidder will be required to furnish articles in conformity with that specification.

26. CONDITION OF ITEMS: Unless otherwise specified in the Solicitation, all items shall be new, in first class condition.

AWARD

27. RESPONSIBLE BIDDERS: In determining whether a Bidder is a responsible Bidder as defined herein, at minimum, the following criteria will be considered:

- a. The ability, capacity and skill of the Bidder to perform the Contract or provide the service required under the Solicitation;
- b. Whether the Bidder can perform the Contract or provide the service promptly, or within the time specified, without delay or interference;
- c. The character, integrity, reputation, judgment, experience and efficiency of the Bidder;
- d. The quality of performance of previous Contracts or Services;
- e. The previous and existing compliance by the Bidder with laws and ordinances relating to the Contract or Services;
- f. The sufficiency of the financial resources and ability of the Bidder to perform the Contract or provide the service;
- g. The quality, availability and adaptability of the Goods or Services to the particular use required;
- h. The ability of the Bidder to provide future maintenance and service for the use of the subject of the Contract;
- i. The number and scope of the conditions attached to the Bid;

- j. Whether the Bidder is in arrears to the County on debt or Contract or is a defaulter on surety to the County or whether the Bidder's County taxes or assessments are delinquent; and
- k. Such other information as may be secured by the County, the Purchasing Agent or the Purchasing Officer having a bearing on the decision to award the Contract. If an apparent low Bidder is not awarded a Contract for reasons of nonresponsibility, the County shall so notify that Bidder and shall have recorded the reasons in the Solicitation or Contract file.

28. AWARD OR REJECTION OF BIDS; WAIVER OF INFORMALITIES: The County shall award the Contract to the lowest responsive and responsible Bidder complying with all provisions of the IFB, provided the Bid price is reasonable and it is in the best interest of the County to accept it. Awards made in response to a RFP will be made to the highest qualified Offeror whose Proposal is determined, in writing, to be the most advantageous to the County taking into consideration the evaluation factors set forth in the RFP. The County reserves the right to award a Contract by individual items, in the aggregate, or in combination thereof, or to reject any or all Bids and to waive any informality in Bids received whenever such rejection or waiver is in the best interest of the County. Award may be made to as many Bidders/Offerors as deemed necessary to fulfill the anticipated requirements of the County. The County also reserves the right to reject the Bid if a Bidder is deemed to be a non-responsible Bidder. Pursuant to Virginia Code § 2.2-4319, an IFB, a RFP, any other solicitation, or any and all bids or proposals, may be canceled or rejected by the County at any time. The reasons for cancellation or rejection shall be made part of the contract file. The County shall not cancel or reject an IFB, a RFP, any other solicitation, bid or proposal solely to avoid awarding a contract to a particular responsive and responsible bidder or offeror.

29. EXCLUSION OF INSURANCE BIDS PROHIBITED: Pursuant to Virginia Code § 2.2-4320, notwithstanding any other provision of law or these General Conditions, no insurer licensed to transact the business of insurance in the State or approved to issue surplus lines insurance in the State shall be excluded from presenting an insurance bid proposal to the County in response to a RFP or an IFB; excepting that the County may debar a prospective insurer pursuant to its Debarment Policy, see Chapter 2 of the County's Procurement Policies and Procedures.

30. ANNOUNCEMENT OF AWARD: Upon the award or announcement of the decision to award a Contract as a result of this Solicitation, the County will publicly post such notice on the County's bulletin board located at 72 Main Street, 2nd Floor, Palmyra, Virginia 22963. Award results may also be viewed on the County's website.

31. QUALIFICATIONS OF BIDDERS OR OFFERORS: The County may make such reasonable investigations as deemed proper and necessary to determine the ability of the Bidder to perform the work/furnish the item(s) and the Bidder shall furnish to the County all such information and data for this purpose as may be requested. The County reserves the right to inspect Bidder's physical facilities prior to award to satisfy questions regarding the Bidder's capabilities. The County further reserves the right to reject any Bid or Proposal if the evidence submitted by or investigations of, such Bidder fails to satisfy the County that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the work/furnish the item(s) contemplated therein.

32. TIE BIDS AND PREFERENCE FOR VIRGINIA PRODUCTS WITH RECYCLED CONTENT AND FOR VIRGINIA FIRMS:

- a. Pursuant to Virginia Code § 2.2-4328, in the case of a tie bid on an IFB only, the County may give preference to Goods, Services and construction produced in Fluvanna County or provided by persons, firms or corporations having principal places of business in Fluvanna County. If such choice is not available, preference shall then be given to Goods produced in Virginia, or for goods, services or construction provided by Virginia persons, firms, corporations, pursuant Virginia Code § 2.2-4324. If no County or State choice is available, the tie shall be decided publicly by lot. The decision by the County to make award to one or more such Bidders shall be final.
- b. Whenever the lowest responsive and responsible bidder is a resident of any other state and such state under its laws allows a resident contractor of that state a percentage preference, a like preference shall be allowed to the lowest responsive and responsible bidder who is a resident of Virginia and is the next lowest bidder. If the lowest responsive and responsible bidder is a resident of any other state and such state under its laws allows a resident contractor of that state a price-matching preference, a like preference shall be allowed to responsive and responsible bidders who are residents of Virginia. If the lowest bidder is a resident contractor of a state with an absolute preference, the bid shall not be considered. The Department of General Services shall post and maintain an updated list on its website of all states with an absolute preference for their resident contractors and those states that allow their resident contractors a percentage preference, including the respective percentage amounts. For purposes of compliance with this Section 32, the County may rely upon the accuracy of the information posted on this website.
- c. Notwithstanding the provisions of subsections a and b, in the case of a tie bid in instances where goods are being offered, and existing price preferences have already been taken into account, preference shall be given to the bidder whose goods contain the greatest amount of recycled content.
- d. For the purposes of this Section 32, a Virginia person, firm or corporation shall be deemed to be a resident of Virginia if such person, firm or corporation has been organized pursuant to Virginia law or maintains a principal place of business within Virginia.

33. NEGOTIATION WITH LOWEST RESPONSIBLE BIDDER: Pursuant to Virginia Code § 2.2-4318, unless cancelled or rejected, a responsive Bid from the lowest responsible Bidder shall be accepted as submitted, except that if the Bid from the lowest responsible Bidder exceeds available funds, the County may negotiate with the apparent low Bidder to obtain a Contract price within available funds. However, the negotiation may be undertaken only under conditions and procedures described in writing and approved by the County prior to issuance of the IFB and summarized therein.

CONTRACT PROVISIONS

34. APPLICABLE LAW AND COURTS: Any Bid or Contract resulting from a Solicitation and its terms, including, but not limited to, the parties' obligations under it, and the remedies available to each party for breach of it, shall be governed by, construed and interpreted in accordance with the laws of the Commonwealth of Virginia, and exclusive jurisdiction and venue of any dispute or matters involving litigation between the parties hereto shall be in the courts of Fluvanna County, Virginia. Any jurisdiction's choice of law, conflict of laws, rules, or provisions, including those of the Commonwealth of Virginia, that would cause the

application of any laws other than those of the Commonwealth of Virginia, shall not apply. The Contractor shall comply with applicable federal, State and local laws, ordinances, rules and regulations in performance of the Contract.

35. PROVISION AND OWNERSHIP OF INFORMATION: The County shall make a good faith effort to identify and make available to the Contractor all non-confidential technical and administrative data in the County's possession which the County may lawfully release including, but not limited to Contract specifications, drawings, correspondence, and other information specified and required by the Contractor and relating to its work under any Contract. The County reserves its rights of ownership to all material given to the Contractor by the County and to all background information documents, and computer software and documentation developed by the Contractor in performing any Contract.

36. DOCUMENTS: All documents, including but not limited to data compilations, drawings, reports and other material, whether in hard copy or electronic format, prepared, developed or furnished by the Contractor pursuant to any Contract shall be the sole property of the County. At the direction of the County, the Contractor shall have the right to make copies of the documents produced available to other parties. The County shall be entitled to delivery of possession of all documents, upon payment in accordance with the terms of any Contract for the service incurred to produce such documents.

37. CONFIDENTIALITY: Contractor shall not publish, copyright or otherwise disclose or permit to be disclosed or published, the results of any work performed pursuant to this contract, or any particulars thereof, including forms or other materials developed for the County in connection with the performance by Contractor of its services hereunder, without prior written approval of the County. Contractor, cognizant of the sensitive nature of much of the data supplied by the County, shall not disclose any information (other than information which is readily available from sources available to the general public) obtained by it in the course of providing services hereunder without the prior written approval of the County, unless disclosure of such information by it is required by law, rule or regulation or the valid order of a court or administrative agency.

38. INDEPENDENT CONTRACTOR: The Contractor and any agents, or employees of the Contractor, in the performance of any Contract shall act as an independent contractor and not as officers, employees or agents of the County.

39. INSURANCE: The Contractor agrees that, during the period of time it renders services to the County pursuant to any Contract, it shall carry (and provide the County with evidence of coverage) the following minimum amounts of insurance:

Automobile	\$500,000	Liability Medical Payment Comprehensive Collision
Public Liability	\$1,000,000	
Professional Liability	\$1,000,000	
Excess Liability	\$2,000,000	Aggregate Over Above Policy Limits (Excluding Professional Liability)
Worker's Payment Amount	Amount required by Virginia law	

The Contract may specifically require the Contractor to carry higher minimum amounts of insurance.

In addition, the Contractor shall require, and shall include in every subcontract, that any subcontractor providing any goods or services related to such Contract obtain, and continue to maintain for the duration of the work, workers' Payment Amount coverage in the amount required by Virginia law.

- 40. KEY PERSONNEL:** For the duration of any Contract, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment, or as expressly approved by the County. The Contractor shall notify the County within five (5) calendar days after the occurrence of any of these events and provide the information required by the paragraph below.

The Contractor shall provide a detailed explanation of the circumstances necessitating any proposed substitution, complete resumes for the proposed substitute, and any additional information requested by the County. The proposed substitute should have comparable qualifications to those of the person being replaced. The County will notify the Contractor within fifteen (15) calendar days after receipt of all required information of its approval or disapproval of the proposed substitution.

- 41. SEVERABILITY:** If any term, covenant or provision of these General Conditions or any Contract shall be held to be invalid, illegal or unenforceable in any respect, these General Conditions and any Contract shall remain in effect and be construed without regard to such provision.

- 42. TITLES:** The titles and section headings herein and in any Contract are inserted solely for convenience and are not to be construed as a limitation on the scope of the provisions to which they refer.

- 43. ATTORNEYS' FEES:** In the event of a dispute between the County and Contractor under any Contract which cannot be amicably resolved, in addition to all other remedies, the party substantially prevailing in any litigation shall be entitled to recover its reasonable expenses, including, but not limited to, reasonable attorneys' fees.

- 44. NO WAIVER:** Neither any payment for, nor acceptance of, the whole or any part of the services by the County, nor any extension of time, shall operate as a waiver of any provision of any Contract, nor of any power herein reserved to the County, or any right to damages herein provided, nor shall any waiver of any breach of any Contract be held to be a waiver of any other or subsequent breach. Failure of the County to require compliance with any term or condition of any Contract shall not be deemed a waiver of such term or condition or a waiver of the subsequent enforcement thereof.

- 45. NO FINANCE CHARGES:** No finance charges shall be paid by the County.

- 46. ANTITRUST:** By entering into a Contract, the Contractor conveys, sells, assigns, and transfers to the County all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust law of the United States or the State, relating to the particular Goods or Services purchased or acquired by the County under said Contract. Consistent and continued tie bidding could cause rejection of Bids by the County and/or investigation for antitrust violations.

47. PAYMENT: Pursuant to Virginia Code § 2.2-4352, unless more time is provided in the Solicitation or Contract, payment will be made forty-five (45) days after receipt by the County of a proper invoice, or forty-five (45) days after receipt of all Goods or acceptance of work, whichever is later. The County reserves the right to withhold any or all payments or portions thereof for Contractor's failure to perform in accordance with the provision of the Contract or any modifications thereto. Within twenty (20) days of receipt of proper invoice or of goods or services, the County shall notify the Contractor if any defect or impropriety that would prevent payment by the payment date. The following provisions apply to such payments:

- a. Invoices for items/Services ordered, delivered/performed and accepted shall be submitted by the Contractor in duplicate directly to the payment address shown on the purchase order, Solicitation or Contract, as applicable. All invoices shall show the Contract number, purchase order number, or Solicitation number, as applicable, and as required under Virginia Code § 2.2-4354, either the individual Contractor's social security number or the Contractor's federal employer identification number, whichever is applicable.
- b. Any payment terms requiring payment in less than forty-five (45) days will be regarded as requiring payment forty-five (45) days after receipt of proper invoice or receipt of all Goods or acceptance of work, whichever occurs later. Notwithstanding the foregoing, offers of discounts for payment in less than forty-five (45) days are valid and enforceable.
- c. Pursuant to Virginia Code § 2.2-4353, the date any payment shall be deemed the date of postmark in all cases where payment is made by mail.
- d. The County's fiscal year is July 1 to June 30. Contractors are advised to submit invoices, especially for Goods and/or Services provided in the month of June, for the entire month (i.e. June 1 - June 30), so that expenses are recognized in the appropriate fiscal year.
- e. Any payment made by the Contractor to the County shall only be made in U.S. Dollars. If payment is received in foreign currency the County may, in its sole discretion, reject such payment and require immediate Payment Amount in U.S. Dollars.

48. SUBCONTRACTORS: Pursuant to Virginia Code § 2.2-4354, in the event that any subcontractors are used by Contractor in connection with the work, Contractor shall:

- a. Within seven (7) days after receipt of amounts paid to the Contractor for work performed by a subcontractor, either:
 - i. Pay the subcontractor for the proportionate share of the total payment received attributable to the work performed by the subcontractor under any Contract; or
 - ii. Notify the County and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.
- b. Contractor shall require each subcontractor to provide either (i) for an individual, their social security numbers, or (ii) for proprietorships, partnerships, and corporations to provide their federal employer identification numbers.
- c. The Contractor shall pay interest to any subcontractor on all amounts owed by the Contractor that remain unpaid after seven days following receipt by the Contractor of payment from the County for work performed by the subcontractor under any Contract, except for amounts withheld as allowed in subdivision (a)(II) above. Unless

otherwise provided under the terms of any Contract, interest shall accrue at the rate of one percent (1%) per month.

- d. The Contractor shall include in each of its subcontracts under any Contract a provision requiring each subcontractor to include or otherwise be subject to the above payment and interest requirements (a), (b) and (c) with respect to each lower tier subcontractor.
- e. The Contractor's obligation to pay an interest charge to a subcontractor pursuant to the payment clause in this Section 48 shall not be construed to be an obligation of the County. No Contract modification may be made for the purpose of providing reimbursement for such interest charge. No cost reimbursement claim may include any amount for reimbursement for such interest charge.

49. RETAINAGE ON CONSTRUCTION CONTRACTS: Pursuant to Virginia Code 2§ 2.2-4333, if a Contract for construction provides for progress payments in installments based upon an estimated percentage of completion, then the contractor shall be paid at least ninety-five percent (95%) of the earned sum when payment is due, with no more than five percent (5%) being retained to ensure faithful performance of the contract. All amounts withheld may be included in the final payment. Any subcontract related to work on a Contract that provides for similar progress payments shall be subject to the provisions above and the Contractor agrees to include such provisions in every subcontract.

50. SUCCESSORS AND ASSIGNS: The County and the Contractor bind themselves and their respective successors and assigns to any Contract. The foregoing notwithstanding, the Contractor shall not assign, sublet or transfer its interest in any Contract without the prior written consent of the County, which may be granted or withheld in the County's sole discretion. Nothing hereinafter mentioned shall be construed as creating any personal liability on the part of any officer, agent or employee of the County, nor shall it be construed as giving any benefits hereunder to anyone other than the County and the Contractor.

51. DEFAULT: Failure of a Contractor to deliver Goods or Services in accordance with Contract terms and conditions and/or within the time specified, or within reasonable time as interpreted by the County in its sole discretion, or failure to make replacements/corrections of rejected articles/services when so requested, immediately or as directed by the County, or failure of the Contractor to act in accordance with the Contract in any material respect, as reasonably determined by the County, shall constitute a "default" by the Contractor and shall further authority for the County to purchase in the open market articles/services of comparable grade/quality to replace the services, articles rejected, and/or not delivered. On all such purchases, the Contractor shall reimburse the County, within a reasonable time specified by the County, for any expense incurred in excess of Contract prices including, but not limited to, any purchase and administrative costs. Such purchases shall be deducted from the Contract quantities, if applicable. Should public necessity demand it, the County reserves the right to use or consume articles delivered or services performed which are substandard in quality, subject to an adjustment in price to be determined by the County. In case of any default, the County, after due oral or written notice if required in accordance with the Contract, may terminate the Contract at its option in its sole discretion effective immediately. These remedies shall be in addition to any other remedies which the County may have, including but not limited to, any remedies at law, under the Contract or in equity.

Notwithstanding the foregoing, the Contractor shall not be liable for damages for delay in shipment or failure to deliver when such delay or failure is the result of fire, flood, strike, act of God, act of Government, act of an alien enemy or by any other circumstances which, in the County's opinion, are beyond the control of the Contractor. Under such circumstances,

however, the County may, at its sole discretion, terminate or cancel the Contract effective immediately.

52. NON-DISCRIMINATION ASSURANCES: The Contractor shall conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended, where applicable, and § 2.2-4311 of the Virginia Procurement Act:

- a. During the performance of any Contract, the Contractor agrees as follows: the Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The Contractor, in all Solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer. Notices, advertisements and Solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this Section 52.
- b. The Contractor shall include the provisions of paragraph (a) above in every subcontract or purchase over \$10,000.00 so that the provisions will be binding upon each subcontractor or Vendor.

53. MODIFICATION:

- a. Pursuant to Virginia Code § 2.2-4309, these General Conditions and any Contract entered into by the County and any Contractor shall not be subject to change, modification, or discharge except by written instrument signed by the County and Contractor, but no fixed-price contract may be increased by more than twenty-five percent (25%) of the amount of the contract or \$50,000, whichever is greater, without the advance written approval of the County's Board. In no event may the amount of any contract, without adequate consideration, be increased for any purpose, including, but not limited to, relief of an offeror from the consequences of an error in its bid or offer.
- b. The County may, but is not obligated to, extend the term of an existing contract for services to allow completion of any work undertaken but not completed during the original term of the contract.
- c. Nothing in this Section 53 shall prevent the County from placing greater restrictions on contract modifications.

54. INDEMNIFICATION: Contractor agrees to indemnify, keep and save harmless the County, its officers, agents, officials, employees and volunteers against any and all claims, claims of injuries, death, damage to property, patent claims, suits, liabilities, judgments, losses, costs and expenses, including but not limited to costs of investigation, all reasonable attorneys' fees (whether or not litigation results), and the cost of any appeal, occurring or arising in connection with the Contractor's, its agents', subcontractors', employees', or volunteers' negligence or wrongful acts or omissions in connection with its performance of any Contract. The Contractor shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection

therewith; and if any judgment shall be rendered against the County in any such action, the Contractor shall, at his or her own expenses, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by any Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County as herein provided. Nothing contained in this Solicitation or the Contract shall be deemed to be a waiver of the County's sovereign immunity.

- 55. DRUG-FREE WORKPLACE:** Pursuant to Virginia Code § 2.2-4312, in every Contract over \$10,000.00 the following provisions apply: During the performance of any Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a Statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all Solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this Section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific Contract awarded to a Contractor in accordance with this the VPPA and the County's Procurement Procedures, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the Contract.

- 56. TERMINATION:** Contracts will remain in force for full periods specified and/or until all articles ordered before date of termination shall have been satisfactorily delivered and accepted and thereafter until all requirements and conditions shall have been met, unless:
- a. Terminated prior to expiration date by satisfactory deliveries of entire Contract requirements;
 - b. Terminated by the County upon thirty (30) days written notice to the Contractor at the County's convenience in the County's sole discretion ("termination for convenience"), unless a termination for convenience is specifically and expressly prohibited by the Contract. Any Contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of the termination;
 - c. Terminated by the County for cause, default or negligence on the part of the Contractor. However, pursuant to Section 51 of these General Conditions, the County may hold the Contractor responsible for any resulting additional purchase and administrative costs. There is no advance notice requirement in the event of Termination for Cause and termination is effective immediately upon notice to Contractor of the termination for cause;
 - d. Extended upon written authorization of County and accepted by Contractor, to permit ordering of unordered balances or additional quantities at Contract prices and in accordance with Contract terms.

- 57. APPROPRIATIONS:** Notwithstanding any other provision of any Contract, the payment of the County's obligations under any Contract shall be subject to annual appropriations by the Board of Supervisors of the County in each fiscal year of monies sufficient to satisfy the same.
- 58. REFERENCES TO VIRGINIA LAW:** Any reference in these General Conditions to the Code of Virginia or other relevant Federal, State or local law is incorporated in whole herein by reference as in effect at the time of the Solicitation or Contract as such statutory provisions may be amended or replaced by any statute dealing with the same or similar subject matter.
- 59. COOPERATIVE PROCUREMENT:** Except as prohibited by the current Code of Virginia, all resultant Contracts will be extended to other Public Bodies of the Commonwealth of Virginia, to permit their ordering of Goods, supplies and/or Services at the prices and terms of the resulting Contract ("cooperative procurement"). By submitting any Bid or entering into any Contract with the County a Bidder/Contractor expressly authorizes cooperative procurement under Virginia Code § 2.2-4304 to the full extent permitted by law. If any other public body decides to use any Contract, the Contractor must deal directly with that public body concerning all matters relating thereto, including but not limited to, the placement or orders, issuance of the purchase order, contractual disputes, invoicing and payment. The County acts only as the "Contracting Agent" for these public bodies. Any resulting contract with other public bodies shall be governed by the laws of that specific entity. It is the Contractor's responsibility to notify the public bodies of the availability of the Contract. Fluvanna County shall not be held liable for any direct or indirect costs, damages or other claim of any kind incurred by another public body or any Contractor as a result of any cooperative procurement.
- 60. AUDIT:** The Contractor hereby agrees to retain all books, records and other documents relative to any Contract for five (5) years after final payment, or until audited by the County, whichever is sooner. The County, its authorized agents, and/or County auditors shall have full access to and right to examine any of said materials during said period.
- 61. GUARANTIES AND WARRANTIES:** All guarantees, representations and warranties required shall be furnished by the Contractor and shall be delivered to the Purchasing Agent before final payment on any Contract is made. In addition to any guarantees, representations and warranties required under the Contract, the Contractor agrees to:
- a. Save the County, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or un-copyrighted composition; secret process, patented or unpatented; invention; article or appliance furnished or used in the performance of a Contract for which the Contractor is not the patentee, assignee, licensee or owner;
 - b. Protect the County against latent defective material or workmanship and to repair or replace any damages or marring occasioned in transit or delivery;
 - c. Furnish adequate protection against damage to all work and to repair damages of any kind to the building or equipment, to the Contractor's own work or to the work of other contractors, for which the Contractor's workers are responsible;
 - d. Pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules and regulations of the County; and

- e. Protect the County from loss or damage to County owned property while it is in the custody of the Contractor;
- f. At minimum supply all Goods or Services with the manufacturer's standard warranty, if applicable; and
- g. For any Contract involving Services of any nature, the Contractor further agrees to:
 - i. Enter upon the performance of Services with all due diligence and dispatch, assiduously press to its complete performance, and exercise therein the highest degree of skill and competence;
 - ii. Allow Services to be inspected or reviewed by an employee of the County at any reasonable time and place selected by the County;
 - iii. Acknowledges that the County shall be under no obligation to compensate Contractor for any Services not rendered in strict conformity with the Contract; and
 - iv. Stipulates that the presence of a County Inspector shall not lessen the obligation of the Contractor for performance in accordance with the Contract requirements, or be deemed a defense on the part of the Contractor for infraction thereof. The Inspector is not authorized to revoke, alter, enlarge, relax, or release any of the requirements of any Contract. Any omission or failure on the part of the Inspector to disapprove or reject any work or material shall not be construed to be an acceptance of any such defective work or material.

62. PRICE REDUCTIONS: If at any time after the date of the Bid/Contract the Contractor makes a general price reduction in the comparable price of any material covered by the Contract to customers generally, an equivalent price reduction based on similar quantities and/or considerations shall apply to any Contract for the duration of the Contract period (or until the price is further reduced). Such price reduction shall be effective at the same time and in the same manner as the reduction in the price to customers generally. For purpose of this provision, a "general price reduction" shall mean any horizontal reduction in the price of an article or service offered (1) to Contractor's customers generally, or (2) in the Contractor's price schedule for the class of customers, i.e., wholesalers, jobbers, retailers, etc., which was used as the basis for bidding on this Solicitation. An occasional sale at a lower price, or sale of distressed merchandise at a lower price, would not be considered a "general price reduction" under this provision. The Contractor shall submit his or her invoice at such reduced prices indicating on the invoice that the reduction is pursuant to the "Price Reduction" provision of the Contract documents. The Contractor in addition will within ten (10) days of any general price reduction notify the County of such reduction by letter. FAILURE TO DO SO IS A DEFAULT UNDER THE CONTRACT AND MAY RESULT IN TERMINATION OF THE CONTRACT IN THE COUNTY'S DISCRETION. The Contractor, if requested, shall furnish, within ten (10) days after the end of the Contract period, a statement certifying either (1) that no general price reduction, as defined above, was made after the date of the Bid or Contract, or (2) if any such general price reductions were made, that as provided above, they were reported to the County within ten (10) days and the County was billed at the reduced prices. Where one or more such general price reductions were made, the statement furnished by the Contractor shall include with respect to each price reduction (1) the date when notice of any such reduction was issued, (2) the effective date of the reduction, and (3) the date when the County was notified of any such reduction.

63. COMPLIANCE WITH IMMIGRATION LAW: Pursuant to Virginia Code § 2.2-4311.1, in every Contract the following provision applies: the Contractor does not, and shall not

during the performance of the Contract, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

64. VIRGINIA STATE CORPORATION COMMISSION: Pursuant to Virginia Code § 2.2-4311.2, Any Bidder or Contractor organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia, or as otherwise required by law, at the time of the Bid, Proposal or any response to Solicitation and during the term of the Contract and any Contract renewal. The Contractor shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required, to be revoked or cancelled at any time during the term or any renewal of the Contract. If the Contractor fails to remain in compliance with the provisions of this Section 64, the Contract may become void at the option of the County.

65. CLAIMS PROCEDURE:

- a. The procedure for consideration by the County of contractual claims for any Contract shall be that set forth in Virginia Code § 15.2-1243, *et seq.*
- b. In addition, pursuant to Virginia Code § 2.2-4364, contractual claims, whether for money or other relief, shall be submitted in writing to the County Administrator no later than sixty (60) days after final payment; however, written notice of the Contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a Contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the Goods. Pendency of claims shall not delay payment of amount agreed due in the final payment.
- c. No written decision denying a claim or addressing issues related to the claim shall be considered a denial of the claim unless the written decision is signed by the Board or the County Administrator. The contractor may not institute legal action prior to receipt of the final written decision on the claim unless the County fails to render a decision within ninety (90) days of submission of the claim. Failure of the County to render a decision within ninety (90) days shall not result in the contractor being awarded the relief claimed or in any other relief or penalty. The sole remedy for the County's failure to render a decision within 90 days shall be the contractor's right to institute immediate legal action.
- d. A Contractor may not institute legal action, prior to receipt of the County's decision on the claim, unless the County fails to render such decision within the time specified by law. A failure by the County to render a decision within the time provided by law shall be deemed a final decision denying the claim by the County.
- e. The decision of the Board or the County Administrator shall be final and conclusive unless the Contractor appeals within six (6) months of the date of the final written decision by instituting legal action as provided in Virginia Code § 2.2-4364.
- f. No administrative appeals procedure pursuant to Virginia Code § 2.2-4365 has been adopted for contractual claims by the County.

- g. Nothing herein shall be construed to prevent the County from instituting legal action against any Contractor or Bidder.

66. NOTICES: All written notices required or permitted under any Solicitation, Bid or Contract shall be deemed sufficient if delivered in person to the County Purchasing Agent or Bidder/Contractor, as applicable, or sent by first class mail to the County or Bidder/Contractor at the addresses set forth in the Solicitation, Bid or Contract or at such other address as a party may designate from time to time by notice given in accordance with the terms of this Section 66; except that where a Solicitation, Bid or Contract expressly requires notice to a specific individual or at a specific location, such shall control. Such notices are deemed received when actually delivered to the party or its representative or agent if hand delivered, or one (1) business day after deposited into the United States mail, if mailed.

DELIVERY

67. SHIPPING INSTRUCTIONS-CONSIGNMENT: Unless otherwise specified in the Solicitation or Contract, as applicable, each case, crate, barrel, package, etc., delivered under the Contract must be plainly stenciled or securely tagged, stating the Contractor's name, purchase order number, and delivery address as indicated in the order. Where shipping containers are to be used, each container must be marked with the purchase order number, name of the Contractor, the name of the item, the item number, and the quantity contained therein. Deliveries must be made within the hours of 8:00 a.m. – 3:00 p.m. Deliveries at any other time will not be accepted unless specific arrangements have been previously made with the designated individual at the delivery point. No deliveries will be accepted on Saturdays, Sundays and holidays unless previous arrangements have been made. It shall be the responsibility of the Contractor to insure compliance with these instructions for items that are drop-shipped.

68. RESPONSIBILITY FOR SUPPLIES TENDERED: The Contractor shall be responsible for the materials or supplies covered by the Contract until they are delivered at the designated point. The Contractor shall additionally bear all risk on rejected materials or supplies after notice of rejection is tendered by the County. Rejected materials or supplies must be removed by and at the expense of the Contractor promptly after notification of rejection, unless public health and safety require immediate destruction or other disposal of rejected delivery. If rejected materials are not removed by the Contractor within ten (10) days after date of notification, the County may return the rejected materials or supplies to the Contractor at the Contractor's risk and expense or dispose of them as abandoned property.

69. INSPECTIONS: The County reserves the right to conduct any test/inspection it may deem advisable to assure supplies and Services conform to the specification in the Solicitation, Bid or Contract, as applicable. Inspection and acceptance of materials or supplies will be made after delivery at destinations herein specified unless otherwise stated. Unless otherwise specified in the Contract, if inspection is made after delivery at the destination specified, the County will bear the expense of inspection except for the value of samples used in case of rejection. Final inspection shall be conclusive except in regard to latent defects, fraud or such gross mistakes as to amount to fraud. Final inspection and acceptance or rejection of the materials or supplies will be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the County for such materials or supplies as are not in accordance with the specifications.

70. COMPLIANCE: Delivery must be made as ordered and in accordance with the Solicitation, Bid or Contract, as applicable, or as directed by the County when not in conflict with the

Bid/Contract. The decision as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of Goods by the purchaser shall rest with the Contractor. Any request for extension of time of delivery from that specified must be approved by the County, such extension applying only to the particular item or shipment affected. Unless otherwise specified in the Contract, should the Contractor be unreasonably delayed by the County, there shall be added to the time of completion a time equal to the period of such delay caused by the County. However, the Contractor shall not be entitled to claim damages or extra Payment Amount for such delay or suspension. These conditions may vary for construction Contracts.

- 71. POINT OF DESTINATION:** All materials shipped to the County must be shipped F.O.B. DESTINATION unless otherwise stated specifically in the Solicitation, Bid or Contract, as applicable. The materials must be delivered to the "Ship To" address indicated on the purchase order or Solicitation, as applicable.
- 72. REPLACEMENT:** Materials or components that have been rejected by the County, in accordance with the terms of the Contract, shall be replaced by the Contractor at no cost to the County.
- 73. DAMAGES:** Any and all damages to property of the "County" that is the direct result of the Contractor, the employees of the Contractor and/or its subcontractors, agents, licensees, successors, or assigns, shall be the sole responsibility of the Contractor. The property shall be repaired to its last known condition prior to the damages and/or replaced at no cost to the County. The County shall approve any and all repairs/replacements prior to acceptance of the repairs/replacement.
- 74. PACKING SLIPS OR DELIVERY TICKETS:** All shipments shall be accompanied by Packing Slips or Delivery Tickets and shall contain the following information for each item delivered:
 - a. Purchase Order Number;
 - b. Name of Article and Stock Number;
 - c. Quantity Ordered;
 - d. Quantity Shipped;
 - e. Quantity Back Ordered; and
 - f. The Name of the Contractor.

Contractors are cautioned that failure to comply with these conditions shall be considered sufficient reason for refusal to accept the Goods.

- 75. ADDITIONAL CHARGES:** No delivery charges of any kind shall be added to any invoice; except that (i) if Goods are expressly bought F.O.B. "shipping point" under the Contract and the Contractor prepays transportation, then delivery charges shall be added to invoices; and (ii) if express delivery is authorized and substituted by the County on orders for the method

specified in the Contract, then the difference between freight or mail and express charges may be added to invoice.

- 76. METHOD AND CONTAINERS:** Unless otherwise specified, Goods shall be delivered in commercial packages in standard commercial containers, so constructed as to ensure acceptance by common or other carrier for safe transportation to the point of delivery. Containers become the property of the County unless otherwise specified by bidder.

APPENDIX II VENDOR DATA SHEET

Note: The following information is required as part of your response to this solicitation. Failure to complete and provide this sheet may result in finding your bid nonresponsive.

1. Qualification: The vendor must have the capability and capacity in all respects to satisfy fully all of the contractual requirements.

2. Vendor's Primary Contact:

Name: _____ Phone: _____

3. Years in Business: Indicate the length of time you have been in business providing this type of good or service:

_____ Years _____ Months

4. Vendor Information:

FIN or FEI Number: _____ If Company, Corporation, or Partnership

5. Indicate below a listing of at least four (4) current or recent accounts, either commercial or governmental, that your company is servicing, has serviced, or has provided similar goods. Include the length of service and the name, address, and telephone number of the point of contact.

Company:	Contact:
Phone:	Email:
Dates of Service:	\$\$ Value:

Company:	Contact:
Phone:	Email:
Dates of Service:	\$\$ Value:

Company:	Contact:
Phone:	Email:
Dates of Service:	\$\$ Value:

Company:	Contact:
Phone:	Email:
Dates of Service:	\$\$ Value:

I certify the accuracy of this information.

Signed: _____ Title: _____

Date: _____

PLEASE RETURN THIS PAGE WITH BID SUBMISSION – [REQUIRED]

PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

**THIS FORM MUST BE SUBMITTED WITH YOUR PROPOSAL/BID. FAILURE TO INCLUDE
THIS FORM MAY RESULT IN REJECTION OF YOUR PROPOSAL/BID**

Pursuant to Virginia Code §2.2-4311.2, an Offeror/Bidder organized or authorized to transact business in The Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its proposal/bid the identification number issued to it by the State Corporation Commission ("SCC"). Any Offeror/Bidder that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its proposal/bid a statement describing why the Offeror/Bidder is not required to be so authorized. Any Offeror/Bidder described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the County Administrator, as applicable. If this quote for goods or services is accepted by the County of Fluvanna, Virginia, the undersigned agrees that the requirements of the Code of Virginia Section 2.2-4311.2 have been met.

Please complete the following by checking the appropriate line that applies and providing the requested information. ***PLEASE NOTE: The SCC number is NOT your federal ID number or business license number.***

A. _____ Offeror/Bidder is a Virginia business entity organized and authorized to transact business in Virginia by the SCC and such vendor's Identification Number issued to it by the SCC is _____.

B. _____ Offeror/Bidder is an out-of-state (foreign) business entity that is authorized to transact business in Virginia by the SCC and such vendor's Identification Number issued to it by the SCC is _____.

C. _____ Offeror/Bidder does not have an Identification Number issued to it by the SCC and such vendor is not required to be authorized to transact business in Virginia by the SCC for the following reason(s):

Please attach additional sheets if you need to explain why such Offeror/Bidder is not required to be authorized to transact business in Virginia.

Legal Name of Company (as listed on W-9) _____

Legal Name of Offeror/Bidder _____

Date _____

Authorized Signature _____

Print or Type Name and Title _____

PLEASE RETURN THIS PAGE WITH BID SUBMISSION – [REQUIRED]

CERTIFICATION OF NO COLLUSION

The undersigned, acting on behalf of _____, does hereby certify in connection with the procurement and proposal to which this Certificate of No Collusion is attached that:

This bid is not the result of, or affected by, any act of collusion with another person engaged in the same line of business or commerce; nor is this bid the result of, or affected by, any act of fraud punishable under Article 1.1 of Chapter 12 of Title 18.1 of the Code of Virginia, 1950, as amended (18.2-498.1 et seq.).

Respectfully submitted this _____ day of _____, 20____.

Complete if Bidder is an Entity:

WITNESS the following duly authorized signature and seal:

Name of Entity: _____
By: _____ (SEAL)
Signature

Print Name: _____
Print Title: _____

STATE OF _____
COUNTY/CITY OF _____, to-wit:

The foregoing instrument was acknowledged before me this _____ day of _____
(month), _____ (year) by _____ (Print Name),
_____ (Print Title) on behalf of _____
(Name of Entity).

Notary Public [SEAL]

My commission expires: _____
Notary registration number: _____

Complete if Bidder is a Sole Proprietor:

Witness the following signature and seal:

Signature (SEAL)

Print Name: _____

STATE OF _____
COUNTY/CITY OF _____, to-wit:

The foregoing instrument was acknowledged before me this _____ day of _____
(month), _____ (year) by _____ (Print Name), a
sole proprietor.

Notary Public [SEAL]

My commission expires: _____
Notary registration number: _____

PLEASE RETURN THIS PAGE WITH BID SUBMISSION - [REQUIRED]

OFFEROR STATEMENT

The undersigned Bidder/Offeree (hereinafter "Bidder") hereby certifies that the Bidder has carefully examined all instructions, plans, conditions, specifications and other documents or items of this Invitation for Bid or Request for Proposals and hereby submits this bid/proposal pursuant to such instructions, plans, conditions, specifications and other documents or items. By submitting a bid/proposal, the Bidder covenants and agrees that he has satisfied himself, from his own investigation of conditions to be met, that he fully understands his obligation and that he will not make any claim for, or have right to cancellation or relief from the resulting contract because of any misunderstanding or lack of information; Certifies and warrants that the Bidder is properly licensed to provide the goods/services specified in the Request for Proposal and has the appropriate License or Certificate and classification(s) required to perform the work included in the scope of the proposal documents, prior to submitting the proposal, in accordance with Title 54.1, Chapter 11 of the Code of Virginia. If an Bidder shall fail to obtain the required license prior to submission of his proposal, he shall be deemed to be in violation of § 54.1-1115 of the Code of Virginia (1950), as amended, and his proposal will not be considered; Bidder further agrees that conditions herein have been carefully read and this proposal is submitted subject to all requirements stated herein. The undersigned hereby acknowledges and agrees, if this proposal is accepted, to furnish all services agreed upon in strict accordance with the contract.

Complete if Bidder is an Entity: WITNESS the following duly authorized signature and seal:

Name of Entity: _____
By: _____ (SEAL)
Signature

Print Name: _____ Print _____
Title: _____

STATE OF _____, to-wit:
COUNTY/CITY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____
(month), _____ (year) by _____ (Print Name),
_____ (Print Title) on behalf of _____
(Name of Entity).

_____[SEAL]
Notary Public

My commission expires: _____
Notary registration number: _____

Complete if Bidder is a Sole Proprietor: Witness the following signature and seal:

_____(SEAL)
Signature

Print Name: _____

STATE OF _____
COUNTY/CITY OF _____, to-wit:

The foregoing instrument was acknowledged before me this _____ day of _____ (month), _____ (year) by _____ (Print Name), a sole proprietor.

_____[SEAL]
Notary Public

My commission expires: _____
Notary registration number: _____

PLEASE RETURN THIS PAGE WITH BID SUBMISSION - [REQUIRED]



Project Proposal

Duct Cleaning

Fluvanna County Summary of Bids

Bid Date: 10.21.2020

Contract Pricing @ \$125 per hour & \$195 per hour for off hours:

Fluvanna County Kents Store Fire Department:	15	\$ 1875.00 (One day)
Fluvanna County Administrative Building:	55	\$ 6875.00 (Four days)
Fluvanna County Commonwealth Attorney: <i>Off hours</i>	10	\$ 1950.00 (One day)
Fluvanna County Library:	55	\$ 6875.00 (Four days)
Fluvanna County Palmyra Rescue:	10	\$ 1250.00 (One day)
Fluvanna County Performing Arts Center:	43	\$ 5200.00 (Three days)
Fluvanna County Sherriff's Office:	43	\$ 5200.00 (Three days)
Fluvanna County Treasury Building:	28	\$ 3500.00 (Two days)
Fluvanna County Fork Union Community Center:	43	\$ 5200.00 (Two days)
Fluvanna County Fork Union Fire Department:	15	\$ 1875.00 (One day)
Fluvanna County Palmyra Fire Department:	28	\$ 3500.00 (Two days)
Fluvanna County Voter Registration: <i>Off hours</i>	10	\$ 1950.00 (One day)
Fluvanna County Courthouse: <i>Off hours</i>	125	\$ 24,375.00 (Six days)

335 Reg hours**145 Off hours**

There will be a total of **480 hours** at contract rate for the above referenced buildings.

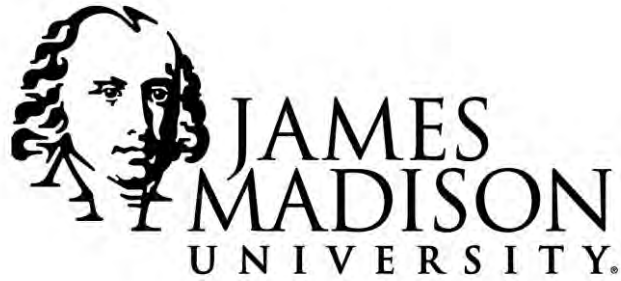
Grand Total: \$ 70,150.00

Sincerely,
John McGraw ASCS, CVI, VSMR
Stanley Steemer

HVAC & Air Duct Division

(434)270-9520





Request for Proposal

RFP # MPM-978

Duct and Exhaust Cleaning

7/31/2017

REQUEST FOR PROPOSAL

RFP # MPM-978

Issue Date: 7/31/2017

Title: Duct and Exhaust Cleaning

Issuing Agency: Commonwealth of Virginia
James Madison University
Procurement Services MSC 5720
752 Ott Street, Wine Price Bldg.
First Floor, Suite 1023
Harrisonburg, VA 22807

Period of Contract: From Date of Award Through One Year (Renewable)

Sealed Proposals Will Be Received Until 2:00 p.m. on AUGUST 31, 2017 For Furnishing The Services Described Herein.

SEALED PROPOSALS MAY BE MAILED, EXPRESS MAILED, OR HAND DELIVERED DIRECTLY TO THE ISSUING AGENCY SHOWN ABOVE.

All Inquiries for Information and Clarification Should Be Directed To: Michael Morrison, Buyer Specialist Procurement Services, morrismp@jmu.edu 540/568-6181 (Fax) 540/568-7935 not later than five business days before the proposal closing date.

NOTE: THE SIGNED PROPOSAL AND ALL ATTACHMENTS SHALL BE RETURNED

In compliance with this Request for Proposal and to all the conditions imposed herein, the undersigned offers and agrees to furnish the goods/services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation.

Name and Address of Firm:

By: _____
(Signature in Ink)

Name: _____
(Please Print)

Title: _____

Date: _____

Phone: _____

Web Address: _____

Fax #: _____

Email: _____

ACKNOWLEDGE RECEIPT OF ADDENDUM: #1 _____ #2 _____ #3 _____ #4 _____ #5 _____ (please initial)

SMALL, WOMAN OR MINORITY OWNED BUSINESS:

☐ YES; ☐ NO; IF YES ⇒ ⇒ ☐ SMALL; ☐ WOMAN; ☐ MINORITY IF MINORITY: ☐ AA; ☐ HA; ☐ AsA; ☐ NW; ☐ Micro

REQUEST FOR PROPOSAL

RFP # MPM-978

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I. PURPOSE

The purpose of this Request for Proposal (RFP) is to solicit sealed proposals from qualified sources to enter into a contract to provide, but not be limited to, duct and exhaust cleaning services for James Madison University (JMU), an agency of the Commonwealth of Virginia. Initial contract shall be for one (1) year with an option to renew for four (4) additional one-year periods.

II. BACKGROUND

James Madison University is a public, comprehensive university of approximately 20,181 students, 924 full-time teaching faculty and 1,238 staff and administrators. The University is located in Harrisonburg, Virginia, a city of approximately 45,137 people located in the heart of the scenic and historically rich Shenandoah Valley. The University is known for the high quality of its academic programs, its commitment to liberal arts education and its extremely competitive admissions process.

The campus is 721 acres and includes approximately 150 buildings. The University has buildings of various ages and engages in periodic renovation as well as new construction. Inspection, testing, and cleaning services are needed on a regular basis.

III. SMALL, WOMAN-OWNED AND MINORITY (SWAM) PARTICIPATION

It is the policy of the Commonwealth of Virginia to contribute to the establishment, preservation, and strengthening of small businesses and businesses owned by women and minorities and to encourage their participation in State procurement activities. The Commonwealth encourages contractors to provide for the participation of small businesses, and businesses owned by women and minorities through partnerships, joint ventures, subcontracts, and other contractual opportunities. Attachment B contains information on reporting spend data with subcontractors.

IV. STATEMENT OF NEEDS

- A. James Madison University (JMU) seeks to secure the services of contractors with the direct experience and expertise to provide campus-wide duct and exhaust cleaning services, to include but not be limited to the cleaning of heating, ventilation, and air conditioning duct work; bathroom and clothes dryer exhausts; and including fans, exhaust grilles, louvers, and ducts. The contractor will furnish all documentation, equipment, insurance, labor, materials, disposal, and supervision to provide these services to the University. The contractor shall develop clear, concise, and professional quality proposal quotes for each project for review and acceptance by James Madison University.
- B. James Madison University reserves the right to obtain other cost estimates prior to authorizing work and to solicit and procure such services, separate and apart from the resultant contract(s), as may be deemed in the best interest of the University. Upon approval of the proposal received by the University, a purchase order will be issued as authority to proceed with the work. No work is to be undertaken by the contractor until a purchase order has been received. Contractor shall not perform work or include additional services or equipment which would result in exceeding dollar limitation of the purchase order without first having obtained written approval from the University.
- C. Contractor shall be responsible for adhering to all University Construction Guidelines and shall work directly with relevant personnel at the University. Contractor shall be responsible for all measurements, calculations, and other details for each project.

- D. The Contractor shall perform a ventilation audit before and after the cleaning of all registers, grills, coils, and dampers.
- E. The HVAC system cleaning contractor shall perform the services specified here in accordance with the current published standards of the National Air Duct Cleaning Association (NADCA).
 - a. All terms in this specification shall have their meaning defined as stated in the NADCA Standards.
 - b. NADCA Standards must be followed with no modifications or deviations being allowed.
- F. Mechanical Drawings: James Madison University Facilities Management shall provide the HVAC system cleaning Contractor with one copy of the following documents:
 - a. Project drawings and specifications
 - b. Approved construction revisions pertaining to the HVAC system.
- G. The University's Facilities Management working hours are 7:30 AM – 4:00 PM. Contractor may perform work at any time agreed upon with Facilities Management, as long as it does not interfere with University activities.
- H. If system is in need of repair, the Contractor shall notify the University's designated representative immediately. Contractor shall log the date, time, location of system, and person's name reporting the need for repair (Contractor's employee) and the name of the person they reported the repair to (University's designated representative).
- I. The University reserves the right to witness the Contractor's service and to inspect all work performed under this contract. If Contractor's work is not in full compliance with this contract, Contractor shall correct the work to the satisfaction of the University within 24 hours of notice. Payments will be withheld until corrections have been completed.
- J. Contractor shall comply with all applicable federal, state, local, and University regulations in the performance of these services.
- K. Contractor shall have sufficient resources to be able to work multiple jobs at the same time.
- L. Describe in detail your approach to each of the following items and include all associated costs.
 - a. Describe approach to providing the specified services for both large and small scale projects to include process, methodology, and work plan.
 - b. Describe experience providing the specified services. Emphasize experience with other higher education institutions similar to JMU.
 - c. Provide examples of recent projects of comparable services that have been completed by your firm. List the dollar amount, time frame, services performed, and contact information.
 - d. Identify and provide copies of all relevant certifications and licenses that the contractor and/or employees currently hold.

- e. Designate the primary point of contact for this account. The University prefers to have a single, consistent point of contact for these services.
- f. Describe approach to mobilization of management and work staff to meet the needs stated herein. Include how you will meet the needs of fast turnaround projects. Include information on how contractor will meet these needs if your firm is not located in close proximity to JMU.
- g. Describe invoicing procedure. Provide a sample invoice and proposal.
- h. Describe your mechanical cleaning methodology including methods of cleaning fibrous glass insulated components, coils, etc.
- i. Describe your health and safety standards for your employees as well as the occupants of the building where you are performing services.
- j. Describe your debris disposal procedures.
- k. Describe your system inspection and site preparation procedures.
- l. Describe your system cleaning procedures, including containment, particulate collection, odor control, etc.
- m. Include a copy of your post-project report.
- n. Identify other services offered to James Madison University and the associated costs.

V. PROPOSAL PREPARATION AND SUBMISSION

A. GENERAL INSTRUCTIONS:

To ensure timely and adequate consideration of your proposal, offerors are to limit all contact, whether verbal or written, pertaining to this RFP to the James Madison University Procurement Office for the duration of this Proposal process. Failure to do so may jeopardize further consideration of Offeror's proposal.

1. RFP Response: In order to be considered for selection, the **Offeror shall submit a complete response to this RFP**; and shall submit to the issuing Purchasing Agency:
 - a. **One (1) original and one (1) copy** of the entire proposal, INCLUDING ALL ATTACHMENTS. Any proprietary information should be clearly marked in accordance with 3.f below.
 - b. **One (1) electronic copy in WORD format or searchable PDF (CD or flash drive)** of the entire proposal, INCLUDING ALL ATTACHMENTS. Any proprietary information should be clearly marked in accordance with 3.f below.
 - c. Should the proposal contain **proprietary information**, provide **one (1) redacted hard copy** of the proposal and attachments **with proprietary portions removed or blacked out**. This copy should be clearly marked "*Redacted Copy*" on the front cover. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade

secrets is not acceptable. JMU shall not be responsible for the Contractor's failure to exclude proprietary information from this redacted copy.

No other distribution of the proposal shall be made by the Offeror.

2. The version of the solicitation issued by JMU Procurement Services as amended by any addenda is the mandatory controlling version of the document. Any modification of or additions to the solicitation by the Offeror shall not modify the official version of the solicitation issued by JMU Procurement Services unless accepted in writing by the University. Such modifications or additions to the solicitation by the Offeror may be cause for rejection of the proposal; however, JMU reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal. If the modifications or additions are not identified until after the award of the contract, the controlling version of the solicitation document shall still be the official state form issued by Procurement Services.
3. Proposal Preparation:
 - a. Proposals shall be signed by an authorized representative of the offeror. All information requested should be submitted. Failure to submit all information requested may result in the purchasing agency requiring prompt submissions of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the purchasing agency. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
 - b. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
 - c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, sub letter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and sub letter should be repeated at the top of the next page. The proposal should contain a table of contents which cross references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at the appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.
 - d. As used in this RFP, the terms "must", "shall", "should" and "may" identify the criticality of requirements. "Must" and "shall" identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as "should" or "may" are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual "must" and "shall" items may not be fully satisfied, but it is the intent to satisfy most, if not all, "must" and "shall" requirements. The inability of an offeror to satisfy a "must" or "shall" requirement does not automatically remove that offeror from consideration; however, it may seriously affect the overall rating of the offeror's proposal.
 - e. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.

- f. Ownership of all data, materials and documentation originated and prepared for the State pursuant to the RFP shall belong exclusively to the State and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by the offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protection of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret materials submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection and return of the proposal.
4. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to James Madison University. This provides an opportunity for the offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. James Madison University will schedule the time and location of these presentations. Oral presentations are an option of the University and may or may not be conducted. Therefore, proposals should be complete.

B. SPECIFIC PROPOSAL INSTRUCTIONS:

Proposals should be as thorough and detailed as possible so that James Madison University may properly evaluate your capabilities to provide the required services. Offerors are required to submit the following items as a complete proposal:

1. Return RFP cover sheet and all addenda acknowledgments, if any, signed and filled out as required.
2. Plan and methodology for providing the goods/services as described in Section IV “*Statement of Needs*” of this Request for Proposal.
3. A written narrative statement to include, but not limited to the expertise, qualifications, and experience of the firm and resumes of specific personnel to be assigned to perform the work.
4. Offeror Data Sheet, included as Attachment A to this RFP.
5. Small Business Subcontracting Plan, included as Attachment B to this RFP. Offeror shall provide a Small Business Subcontracting plan which summarizes the planned utilization of Department of Small Business and Supplier Diversity (SBSD)-certified small businesses which include businesses owned by women and minorities, when they have received Department of Small Business and Supplier Diversity (SBSD) small business certification, under the contract to be awarded as a result of this solicitation. This is a requirement for all prime contracts in excess of \$100,000 unless no subcontracting opportunities exist.
6. Identify the amount of sales your company had during the last twelve months with each VASCUPP Member Institution. A list of VASCUPP Members can be found at: www.VASCUPP.org.
7. Proposed Cost. See Section X. “*Pricing Schedule*” of this Request for Proposal.

VI. EVALUATION and AWARD CRITERIA

A. EVALUATION CRITERIA:

Proposals shall be evaluated by James Madison University using the following criteria:

	<u>Points</u>
1. Quality of products/services offered and suitability for the intended purposes.	20
2. Qualifications and experience of Offeror in providing the goods/services.	30
3. Specific plans or methodology to be used to perform the services.	20
4. Participation of Small, Women-Owned and Minority (SWAM) Businesses	10
5. Cost	20
	<hr/> 100

- B. **AWARD TO MULTIPLE OFFERORS**: Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the agency shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. The Commonwealth reserves the right to make multiple awards as a result of this solicitation. The Commonwealth may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous. Should the Commonwealth determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.

VII. GENERAL TERMS AND CONDITIONS (Revised 8/18/15 ABS)

- A. **PURCHASING MANUAL**: This solicitation is subject to the provisions of the Commonwealth of Virginia's Purchasing Manual for Institutions of Higher Education and Their Vendors and any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual is available for review at the purchasing office. In addition, the manual may be accessed electronically at <http://www.jmu.edu/procurement> or a copy can be obtained by calling Procurement Services at (540) 568-3145.
- B. **APPLICABLE LAWS AND COURTS**: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Contractor shall comply with applicable federal, state and local laws and regulations.
- C. **ANTI-DISCRIMINATION**: By submitting their proposals, offerors certify to the Commonwealth that

they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and §10 of the Rules Governing Procurement, Chapter 2, Exhibit J, Attachment 1 (available for review at <http://www.jmu.edu/procurement>). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*§6 of the Rules Governing Procurement*)

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
 2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- D. ETHICS IN PUBLIC CONTRACTING: By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- E. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- F. DEBARMENT STATUS: By submitting their proposals, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- G. ANTITRUST: By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or

hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.

- H. MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS RFPs: Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.
- I. CLARIFICATION OF TERMS: If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.
- J. PAYMENT:

1. To Prime Contractor:

- a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Rules Governing Procurement, Chapter 2, Exhibit J, Attachment 1 § 53; available for review at <http://www.jmu.edu/procurement>*).

2. To Subcontractors:

- a. A contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
- b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.
- 3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.
- 4. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.
- K. PRECEDENCE OF TERMS: : Paragraphs A through J of these General Terms and Conditions and the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and their Vendors, shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
- L. QUALIFICATIONS OF OFFERORS: The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the Commonwealth that such offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- M. TESTING AND INSPECTION: The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- N. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.
- O. CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the following ways:
 - 1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the

price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.

2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and their Vendors. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.
- P. DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.
- Q. INSURANCE: By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with § 25 of the Rules Governing Procurement – Chapter 2, Exhibit J, Attachment 1, and 65.2-800 et. Seq. of the Code of Virginia (available for review at <http://www.jmu.edu/procurement>). The offeror further certifies that the contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers' Compensation – Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirement under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.
2. Employer's Liability - \$100,000.
3. Commercial General Liability - \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
4. Automobile Liability - \$1,000,000 combined single limit. *(Required only if a motor vehicle not owned by the Commonwealth is to be used in the contract. Contractor must assure that the required coverage is maintained by the Contractor (or third party owner of such motor vehicle).)*

NOTE: In addition, various Professional Liability/Errors and Omissions coverages are required when soliciting those services as follows:

Profession/Service

Limits

Asbestos Design, Inspection or Abatement Contractors

\$1,000,000 per occurrence, \$3,000,000 aggregate

- R. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract over \$50,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site (www.eva.virginia.gov) for a minimum of 10 days.
- S. **DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

- T. **NONDISCRIMINATION OF CONTRACTORS:** An offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual

receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

- U. eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS: The eVA Internet electronic procurement solution, website portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet eprocurement solution by completing the free eVA Vendor Registration. All offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the proposal being rejected. Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:

Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:

- a. For orders issued July 1, 2014 and after, the Vendor Transaction Fee is:
 - (i) Department of Small Business and Supplier Diversity (SBSD)-certified Small Businesses: 1%, capped at \$500 per order.
 - (ii) Businesses that are not Department of Small Business and Supplier Diversity (SBSD)-certified Small Businesses: 1%, capped at \$1,500 per order.

For orders issued prior to July 1, 2014 the vendor transaction fees can be found at www.eVA.virginia.gov.

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, approximately 60 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.

- V. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the Commonwealth of Virginia shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- W. PRICING CURRENCY: Unless stated otherwise in the solicitation, offerors shall state offered prices in US dollars.
- X. E-VERIFY REQUIREMENT OF ANY CONTRACTOR: Any employer with more than an average of 50 employees for the previous 12 months entering into a contract in excess of \$50,000 with James Madison University to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to any awarded contract.

VIII. SPECIAL TERMS AND CONDITIONS

- A. AUDIT: The Contractor hereby agrees to retain all books, records, systems, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The Commonwealth of Virginia, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.

B. CANCELLATION OF CONTRACT: James Madison University reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

C. IDENTIFICATION OF PROPOSAL ENVELOPE: The signed proposal should be returned in a separate envelope or package, sealed and identified as follows:

From: _____

Name of Offeror	Due Date	Time
Street or Box No.	RFP Number	
City, State, Zip Code	RFP Title	

Name of Purchasing Officer: _____

The envelope should be addressed as directed on the title page of the solicitation.

The offeror takes the risk that if the envelope is not marked as described above, it may be inadvertently opened and the information compromised, which may cause the proposal to be disqualified. Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

D. LATE PROPOSALS: To be considered for selection, proposals must be received by the issuing office by the designated date and hour. The official time used in the receipt of proposals is that time on the automatic time stamp machine in the issuing office. Proposals received in the issuing office after the date and hour designated are automatically non-responsive and will not be considered. The University is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, or the intra university mail system. It is the sole responsibility of the Offeror to ensure that its proposal reaches the issuing office by the designated date and hour.

E. UNDERSTANDING OF REQUIREMENTS: It is the responsibility of each offeror to inquire about and clarify any requirements of this solicitation that is not understood. The University will not be bound by oral explanations as to the meaning of specifications or language contained in this solicitation. Therefore, all inquiries deemed to be substantive in nature must be in writing and submitted to the responsible buyer in the Procurement Services Office. Offerors must ensure that written inquiries reach the buyer at least five (5) days prior to the time set for receipt of offerors proposals. A copy of all queries and the respective response will be provided in the form of an addendum to all offerors who have indicated an interest in responding to this solicitation. Your signature on your Offer certifies that you fully understand all facets of this solicitation. These questions may be sent by Fax to 540/ 568-7936 or 540/568-7935.

F. RENEWAL OF CONTRACT: This contract may be renewed by the Commonwealth for a period of four (4) successive one year periods under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.

1. If the Commonwealth elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by no more than the percentage increase/decrease of the other services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
 2. If during any subsequent renewal periods, the Commonwealth elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the other services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
- G. SUBMISSION OF INVOICES: All invoices shall be submitted within sixty days of contract term expiration for the initial contract period as well as for each subsequent contract renewal period. Any invoices submitted after the sixty day period will not be processed for payment.
- H. OPERATING VEHICLES ON JAMES MADISON UNIVERSITY CAMPUS: Operating vehicles on sidewalks, plazas, and areas heavily used by pedestrians is prohibited. In the unlikely event a driver should find it necessary to drive on James Madison University sidewalks, plazas, and areas heavily used by pedestrians, the driver must yield to pedestrians. For a complete list of parking regulations, please go to www.jmu.edu/parking; or to acquire a service representative parking permit, contact Parking Services at 540.568.3300. The safety of our students, faculty and staff is of paramount importance to us. Accordingly, violators may be charged.
- I. COOPERATIVE PURCHASING / USE OF AGREEMENT BY THIRD PARTIES: It is the intent of this solicitation and resulting contract(s) to allow for cooperative procurement. Accordingly, any public body, *(to include government/state agencies, political subdivisions, etc.)*, cooperative purchasing organizations, public or private health or educational institutions or any University related foundation and affiliated corporations may access any resulting contract if authorized by the Contractor.

Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor(s), the resultant contract(s) will be extended to the entities indicated above to purchase goods and services in accordance with contract terms. As a separate contractual relationship, the participating entity will place its own orders directly with the Contractor(s) and shall fully and independently administer its use of the contract(s) to include contractual disputes, invoicing and payments without direct administration from the University. No modification of this contract or execution of a separate agreement is required to participate; however, the participating entity and the Contractor may modify the terms and conditions of this contract to accommodate specific governing laws, regulations, policies, and business goals required by the participating entity. Any such modification will apply solely between the participating entity and the Contractor.

The Contractor will notify the University in writing of any such entities accessing this contract. The Contractor will provide semi-annual usage reports for all entities accessing the contract. The University shall not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Contractor to extend the contract. It is understood and agreed that the University is not responsible for the acts or omissions of any entity and will not be considered in default of the contract no matter the circumstances.

Use of this contract(s) does not preclude any participating entity from using other contracts or competitive processes as needed.

J. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:

1. It is the goal of the Commonwealth that 42% of its purchases are made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All potential offerors are required to submit a Small Business Subcontracting Plan. Unless the offeror is registered as a Department of Small Business and Supplier Diversity (SBSD)-certified small business and where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to SBSD-certified small businesses. This shall not exclude SBSD-certified women-owned and minority-owned businesses when they have received SBSD small business certification. No offeror or subcontractor shall be considered a Small Business, a Women-Owned Business or a Minority-Owned Business unless certified as such by the Department of Small Business and Supplier Diversity (SBSD) by the due date for receipt of proposals. If small business subcontractors are used, the prime contractor agrees to report the use of small business subcontractors by providing the purchasing office at a minimum the following information: name of small business with the SBSD certification number or FEIN, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided. **This information shall be submitted to: JMU Office of Procurement Services, Attn: SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807.**
2. Each prime contractor who wins an award in which provision of a small business subcontracting plan is a condition of the award, shall deliver to the contracting agency or institution with every request for payment, evidence of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the small business subcontracting plan. **This information shall be submitted to: JMU Office of Procurement Services, SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807.** When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm with the Department of Small Business and Supplier Diversity (SBSD) certification number or FEIN number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product or service provided. Payment(s) may be withheld until compliance with the plan is received and confirmed by the agency or institution. The agency or institution reserves the right to pursue other appropriate remedies to include, but not be limited to, termination for default.
3. Each prime contractor who wins an award valued over \$200,000 shall deliver to the contracting agency or institution with every request for payment, information on use of subcontractors that are not Department of Small Business and Supplier Diversity (SBSD)-certified small businesses. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm, phone number, FEIN number, total dollar amount subcontracted, and type of product or service provided. **This information shall be submitted to: JMU Office of Procurement Services, Attn: SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807.**

- K. ADDITIONAL GOODS AND SERVICES: The University may acquire other goods or services that the supplier provides than those specifically solicited. The University reserves the right, subject to mutual agreement, for the Contractor to provide additional goods and/or services under the same pricing, terms, and conditions and to make modifications or enhancements to the existing goods and services. Such additional goods and services may include other products, components, accessories, subsystems, or related services that are newly introduced during the term of this Agreement. Such

additional goods and services will be provided to the University at favored nations pricing, terms, and conditions.

- L. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH: A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a public body shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.
- M. PUBLIC POSTING OF COOPERATIVE CONTRACTS: James Madison University maintains a web-based contracts database with a public gateway access. Any resulting cooperative contract/s to this solicitation will be posted to the publicly accessible website. Contents identified as proprietary information will not be made public,
- N. CRIMINAL BACKGROUND CHECKS OF PERSONNEL ASSIGNED BY CONTRACTOR TO PERFORM WORK ON JMU PROPERTY: The Contractor shall obtain criminal background checks on all of their contracted employees who will be assigned to perform services on James Madison University property. The results of the background checks will be directed solely to the Contractor. The Contractor bears responsibility for confirming to the University contract administrator that the background checks have been completed prior to work being performed by their employees or subcontractors. The Contractor shall only assign to work on the University campus those individuals whom it deems qualified and permissible based on the results of completed background checks. Notwithstanding any other provision herein, and to ensure the safety of students, faculty, staff and facilities, James Madison University reserves the right to approve or disapprove any contract employee that will work on JMU property. Disapproval by the University will solely apply to JMU property and should have no bearing on the Contractor's employment of an individual outside of James Madison University.
- O. INDEMNIFICATION: Contractor agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the contractor/any services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered.
- P. ADVERTISING In the event a contract is awarded for supplies, equipment, or services resulting from this proposal, no indication of such sales or services to James Madison University will be used in product literature or advertising without the express written consent of the University. The contractor shall not state in any of its advertising or product literature that James Madison University has purchased or uses any of its products or services, and the contractor shall not include James Madison University in any client list in advertising and promotional materials without the express written consent of the University.
- Q. ELECTRICAL EQUIPMENT STANDARDS: All equipment/material shall conform to the latest issue of all applicable standards as established by National Electrical Manufacturer's Association (NEMA), American National Standards Institute (ANSI), and Occupational Safety & Health Administration

(OSHA). All equipment and material, for which there are OSHA standards, shall bear an appropriate label of approval for use intended from a Nationally Recognized Testing Laboratory (NRTL).

- R. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.
- S. WORK SITE DAMAGES: Any damage to existing utilities, equipment, or finished surfaces resulting from the performance of this contract shall be repaired to the University's satisfaction at the Contractor's expense.
- T. KEYS: If the Contractor is given keys for projects resulting from this contract, it is the Contractor's responsibility to return the keys when the work is completed as well as for the safe-keeping of the keys during the work period. The Contractor shall not loan or duplicate the keys. In the event the Contractor loses the keys, they will be charged for the replacement of the keys and any locks which are rekeyed or replaced.
- U. STANDARDS OF CONDUCT: The work site will be occupied by students and University Personnel during the times work is performed. Contractor and Contractor's personnel shall exercise a particularly high level of discipline, safety and cooperation at all times while on the job site. The Contractor shall be responsible for controlling employee conduct, for assuring that its employees are not boisterous or rude, and assuring that they are not engaging in any destructive or criminal activity. The Contractor is also responsible for ensuring that its employees do not disturb papers on desks, or open desk drawers, cabinets, or briefcases, or use State phones, and the like, except as authorized.

IX. METHOD OF PAYMENT

The contractor will be paid on the basis of invoices submitted in accordance with the solicitation and any negotiations. James Madison University recognizes the importance of expediting the payment process for our vendors and suppliers. We are asking our vendors and suppliers to enroll in the Wells Fargo Bank single use Commercial Card Number process or electronic deposit (ACH) to your bank account so that future payments are made electronically. Contractors signed up for the Wells Fargo Bank single use Commercial Card Number process will receive the benefit of being paid in Net 15 days. Additional information is available online at: <http://www.jmu.edu/financeoffice/accounting-operations-disbursements/cash-investments/vendor-payment-methods.shtml>

X. PRICING SCHEDULE

The offeror shall provide pricing for all products and services included in proposal indicating one-time and on-going costs. The resulting contract will be cooperative and pricing shall be inclusive for the attached Zone Map, of which JMU falls within Zone 2.

Specify any associated charge card processing fees, if applicable, to be billed to the University.

Add additional rows as needed to list all rates and fees for labor and services offered. The categories listed below represent what the University considers a typical response "crew" for reference purposes. Please note any differences to the typical crews noted below based on your firm's offering.

PRICING SCHEDULE BY ZONE									
Regular Time Labor Rates (7:30 AM – 4:00 PM Monday – Friday)*									
Service	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6	Zone 7	Zone 8	Zone 9
HVAC System Cleaning Crew 2-persons, includes supervisor, helper, tools, & equipment (1-2 HEPA vacuums, 1 HEPA air scrubber, 1 HEPA negative air machine, 1 viper system, and 1 air compressor)									
Air Handling Unit & Coil Cleaning Crew 2 persons, includes supervisor, helper, tools, & equipment (1-2 HEPA vacuums, 1 HEPA air scrubber, 1 HEPA negative air machine, 1 viper system, 1 Cold Water Pressure Washer or Coil Cleaning Maching, 1 wet/dry vacuum, and 1 air compressor)									
HVAC Inspector/Ventilation Auditor									
Project Manager for Multiple Crews									
Overtime/Emergency Labor Rates (Outside of Regular Time working hours)*									
HVAC System Cleaning Crew 2-persons, includes supervisor, helper, tools, & equipment (1-2 HEPA vacuums, 1 HEPA air scrubber, 1 HEPA negative air machine, 1 viper system, and 1 air compressor)									
Air Handling Unit & Coil Cleaning Crew 2 persons, includes supervisor, helper, tools, & equipment (1-2 HEPA vacuums, 1 HEPA air scrubber, 1 HEPA negative air machine, 1 viper system, 1 Cold Water Pressure Washer or Coil Cleaning Maching, 1 wet/dry vacuum, and 1 air compressor)									
HVAC Inspector/Ventilation Auditor									
Project Manager for Multiple Crews									
Equipment and Materials									
<i>Price/Unit</i>									

Other Fees	
Charge Card Processing Fees:	%

XI. ATTACHMENTS

Attachment A: Offeror Data Sheet

Attachment B: Small, Women and Minority-owned Businesses (SWaM) Utilization Plan

Attachment C: Standard Contract Sample

Attachment D: Zone Map

ATTACHMENT A

OFFEROR DATA SHEET

TO BE COMPLETED BY OFFEROR

1. QUALIFICATIONS OF OFFEROR: Offerors must have the capability and capacity in all respects to fully satisfy the contractual requirements.
2. YEARS IN BUSINESS: Indicate the length of time you have been in business providing these types of goods and services.

Years _____ Months _____

3. REFERENCES: Indicate below a listing of at least five (5) organizations, either commercial or governmental/educational, that your agency is servicing. Include the name and address of the person the purchasing agency has your permission to contact.

CLIENT	LENGTH OF SERVICE	ADDRESS	CONTACT PERSON/PHONE #
--------	-------------------	---------	---------------------------

4. List full names and addresses of Offeror and any branch offices which may be responsible for administering the contract.

5. RELATIONSHIP WITH THE COMMONWEALTH OF VIRGINIA: Is any member of the firm an employee of the Commonwealth of Virginia who has a personal interest in this contract pursuant to the [CODE OF VIRGINIA](#), SECTION 2.2-3100 – 3131?

☐ YES ☐ NO

IF YES, EXPLAIN: _____

ATTACHMENT B

Small, Women and Minority-owned Businesses (SWaM) Utilization Plan

Offeror Name: _____ Preparer Name: _____

Date: _____

Is your firm a **Small Business Enterprise** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes _____ No _____

If yes, certification number: _____ Certification date: _____

Is your firm a **Woman-owned Business Enterprise** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes _____ No _____

If yes, certification number: _____ Certification date: _____

Is your firm a **Minority-Owned Business Enterprise** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes _____ No _____

If yes, certification number: _____ Certification date: _____

Is your firm a **Micro Business** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes _____ No _____

If yes, certification number: _____ Certification date: _____

Instructions: *Populate the table below to show your firm's plans for utilization of small, women-owned and minority-owned business enterprises in the performance of the contract. Describe plans to utilize SWAMs businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc.*

Small Business: "Small business " means a business, independently owned or operated by one or more persons who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, which, together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years.

Woman-Owned Business Enterprise: A business concern which is at least 51 percent owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership or limited liability company or other entity, at least 51 percent of the equity ownership interest in which is owned by one or more women, and whose management and daily business operations are controlled by one or more of such individuals. **For purposes of the SWAM Program, all certified women-owned businesses are also a small business enterprise.**

Minority-Owned Business Enterprise: A business concern which is at least 51 percent owned by one or more minorities or in the case of a corporation, partnership or limited liability company or other entity, at least 51 percent of the equity ownership interest in which is owned by one or more minorities and whose management and daily business operations are controlled by one or more of such individuals. **For purposes of the SWAM Program, all certified minority-owned businesses are also a small business enterprise.**

Micro Business is a certified Small Business under the SWaM Program and has no more than twenty-five (25) employees **AND** no more than \$3 million in average annual revenue over the three-year period prior to their certification.

All small, women, and minority owned businesses must be certified by the Commonwealth of Virginia Department of Small Business and Supplier Diversity (SBSD) to be counted in the SWAM program. Certification applications are available through SBSD at 800-223-0671 in Virginia, 804-786-6585 outside Virginia, or online at <http://www.sbsd.virginia.gov/> (Customer Service).

RETURN OF THIS PAGE IS REQUIRED

ATTACHMENT B (CNT'D)

Small, Women and Minority-owned Businesses (SWaM) Utilization Plan

Procurement Name and Number: _____
 Listing of Sub-Contractors, to include, Small, Woman Owned and Minority Owned Businesses
 for this Proposal and Subsequent Contract

 Date Form Completed

Offeror / Proposer:

 Firm

 Address

 Contact Person/No.

Sub-Contractor's Name and Address	Contact Person & Phone Number	SBSD Certification Number	Services or Materials Provided	Total Subcontractor Contract Amount (to include change orders)	Total Dollars Paid Subcontractor to date (to be submitted with request for payment from JMU)

(Form shall be submitted with proposal and if awarded, again with submission of each request for payment)

RETURN OF THIS PAGE IS REQUIRED

ATTACHMENT C



**COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT**

Contract No. _____

This contract entered into this _____ day of _____, 20____, by _____ hereinafter called the "Contractor" and Commonwealth of Virginia, James Madison University called the "Purchasing Agency".

WITNESSETH that the Contractor and the Purchasing Agency, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF CONTRACT: The Contractor shall provide the services to the Purchasing Agency as set forth in the Contract Documents.

PERIOD OF PERFORMANCE: From _____ through _____

The contract documents shall consist of:

- (1) This signed form;
- (2) The following portions of the Request for Proposals dated _____:
 - (a) The Statement of Needs,
 - (b) The General Terms and Conditions,
 - (c) The Special Terms and Conditions together with any negotiated modifications of those Special Conditions;
 - (d) List each addendum that may be issued
- (3) The Contractor's Proposal dated _____ and the following negotiated modification to the Proposal, all of which documents are incorporated herein.
 - (a) Negotiations summary dated _____.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

CONTRACTOR:

PURCHASING AGENCY:

By: _____
(Signature)

By: _____
(Signature)

(Printed Name)

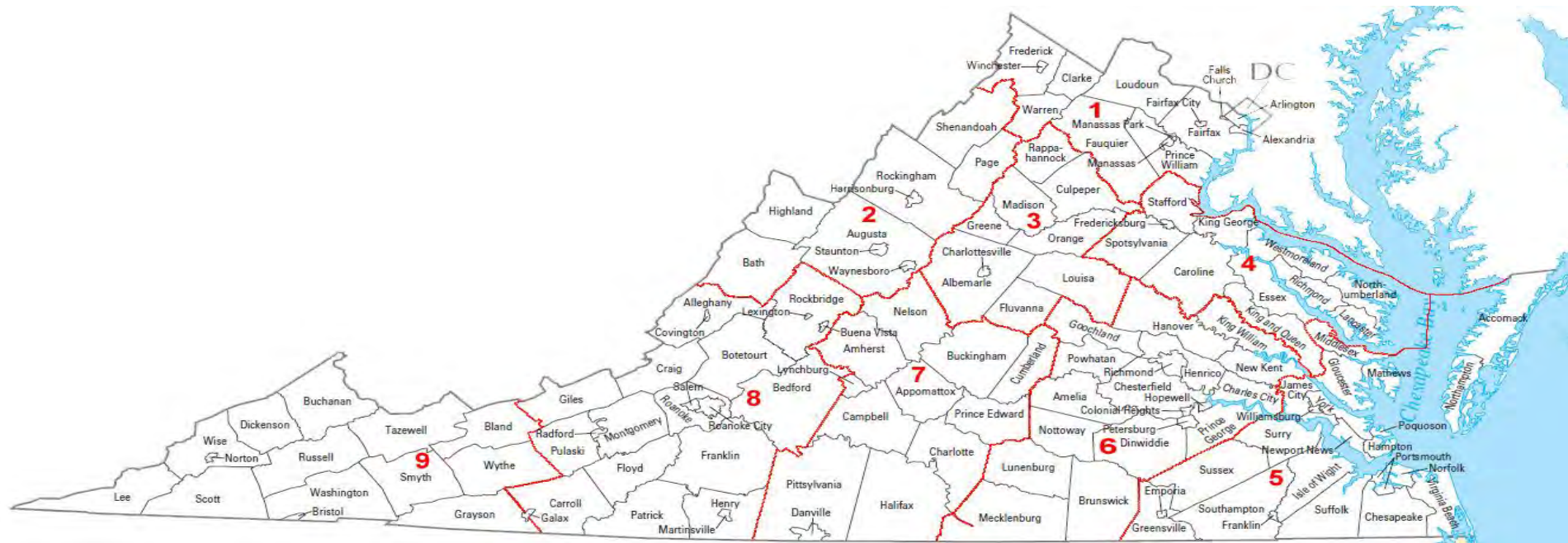
(Printed Name)

Title: _____

Title: _____

ATTACHMENT D

Zone Map



Virginia Association of State College & University Purchasing Professionals (VASCUPP)

List of member institutions by zones

Zone 1

George Mason University (Fairfax)

Zone 4

University of Mary Washington (Fredericksburg)

Zone 7

Longwood University (Farmville)

Zone 2

James Madison University (Harrisonburg)

Zone 5

College of William and Mary (Williamsburg)

Old Dominion University (Norfolk)

Zone 8

Virginia Military Institute (Lexington)

Virginia Tech (Blacksburg)

Radford University (Radford)

Zone 3

University of Virginia (Charlottesville)

Zone 6

Virginia Commonwealth University (Richmond)

Zone 9

University of Virginia - Wise (Wise)



**COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT**

Contract No. UCPJMU5003

This contract entered into this 25th day of September 2017 by Stanley Steemer, hereinafter called the "Contractor" and Commonwealth of Virginia, James Madison University called the "Purchasing Agency".

WITNESSETH that the Contractor and the Purchasing Agency, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF CONTRACT: The Contractor shall provide the services to the Purchasing Agency as set forth in the Contract Documents.

PERIOD OF PERFORMANCE: From September 25, 2017 through September 24, 2018 with 4 one-year renewal options.

The contract documents shall consist of:

- (1) This signed form;
- (2) The following portions of the Request for Proposal MPM-978 dated July 31, 2017:
 - (a) The Statement of Needs,
 - (b) The General Terms and Conditions,
 - (c) The Special Terms and Conditions together with any negotiated modifications of those Special Conditions;
- (3) The Contractor's Proposal dated August 30, 2017 and the following negotiated modification to the Proposal, all of which documents are incorporated herein.
 - (a) Negotiations Summary, dated September 18, 2017.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

CONTRACTOR:

By: _____

D. Bowman
(Signature)

Daniel Bowman
(Printed Name)

Title: *Division Manager*

PURCHASING AGENCY:

By: _____

Michael Morrison
(Signature)

Michael Morrison
(Printed Name)

Title: *Buyer Specialist*

RFP# MPM-978 DUCT AND EXHAUST CLEANING

9/18/2017

The Primary Point of Contact for this Contract is:

Daniel Bowman

Division Manager

540-380-3662

daniel.bowman@steemer.com

PRICING SCHEDULE BY ZONE									
Regular Time Labor Rates (7:30 AM – 4:00 PM Monday – Friday)*									
Service	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6	Zone 7	Zone 8	Zone 9
HVAC System Cleaning Crew 2-persons, includes supervisor, helper, tools, & equipment (1-2 HEPA vacuums, 1 HEPA air scrubber, 1 HEPA negative air machine, 1 viper system, and 1 air compressor)/hour	138.00	125.00	125.00	138.00	138.00	138.00	125.00	125.00	125.00
Air Handling Unit & Coil Cleaning Crew 2 persons, includes supervisor, helper, tools, & equipment (1-2 HEPA vacuums, 1 HEPA air scrubber, 1 HEPA negative air machine, 1 viper system, 1 Cold Water Pressure Washer or Coil Cleaning Maching, 1 wet/dry vacuum, and 1 air compressor)/hour	138.00	125.00	125.00	138.00	138.00	138.00	125.00	125.00	125.00
HVAC Inspector/Ventilation Auditor/hour	88.00	80.00	80.00	88.00	88.00	88.00	80.00	80.00	80.00
Project Manager for Multiple Crews/hour	66.00	60.00	60.00	66.00	66.00	66.00	60.00	60.00	60.00
Overtime/Emergency Labor Rates (Outside of Regular Time working hours)*									
HVAC System Cleaning Crew 2-persons, includes supervisor, helper, tools, & equipment (1-2 HEPA vacuums, 1 HEPA air scrubber, 1 HEPA negative air machine, 1 viper system, and 1 air compressor) /hour	215.00	195.00	195.00	215.00	215.00	215.00	195.00	195.00	195.00
Air Handling Unit & Coil Cleaning Crew 2 persons, includes supervisor, helper, tools, & equipment (1-	215.00	195.00	195.00	215.00	215.00	215.00	195.00	195.00	195.00

2 HEPA vacuums, 1 HEPA air scrubber, 1 HEPA negative air machine, 1 viper system, 1 Cold Water Pressure Washer or Coil Cleaning Maching, 1 wet/dry vacuum, and 1 air compressor) /hour									
HVAC Inspector/Ventilation Auditor/hour	110.00	100.00	100.00	110.00	110.00	110.00	100.00	100.00	100.00
Project Manager for Multiple Crews/hour	94.00	85.00	85.00	94.00	94.00	94.00	85.00	85.00	85.00
Equipment and Materials									
Price/Unit	At Cost	At Cost	At Cost	At Cost	At Cost	At Cost	At Cost	At Cost	At Cost

Other Fees	
Charge Card Processing Fees:	0 %

STANLEY STEEMER®



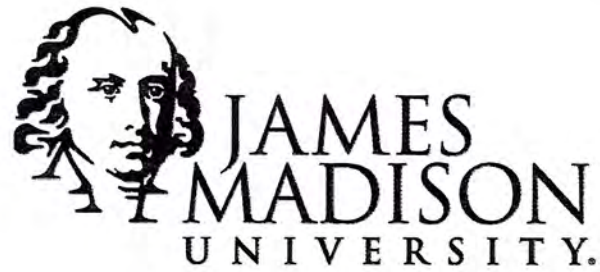
Duct and Exhaust Cleaning *Proposal to* **James Madison University**

In Response to RFP #MPM-978

August 31, 2017

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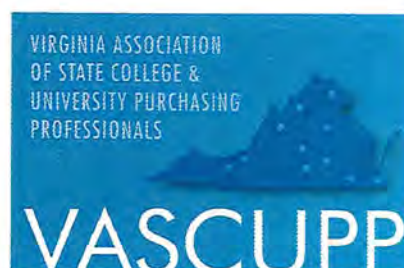


Request for Proposal

RFP # MPM-978

Duct and Exhaust Cleaning

7/31/2017



REQUEST FOR PROPOSAL

RFP # MPM-978

Issue Date: 7/31/2017
Title: Duct and Exhaust Cleaning
Issuing Agency: Commonwealth of Virginia
 James Madison University
 Procurement Services MSC 5720
 752 Ott Street, Wine Price Bldg.
 First Floor, Suite 1023
 Harrisonburg, VA 22807

Period of Contract: From Date of Award Through One Year (Renewable)

Sealed Proposals Will Be Received Until 2:00 p.m. on AUGUST 31, 2017 For Furnishing The Services Described Herein.

SEALED PROPOSALS MAY BE MAILED, EXPRESS MAILED, OR HAND DELIVERED DIRECTLY TO THE ISSUING AGENCY SHOWN ABOVE.

All Inquiries for Information and Clarification Should Be Directed To: Michael Morrison, Buyer Specialist Procurement Services, morrismp@jmu.edu 540/568-6181 (Fax) 540/568-7935 not later than five business days before the proposal closing date.

NOTE: THE SIGNED PROPOSAL AND ALL ATTACHMENTS SHALL BE RETURNED

In compliance with this Request for Proposal and to all the conditions imposed herein, the undersigned offers and agrees to furnish the goods/services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation.

Name and Address of Firm:

Stanley Steemer
120 Bayne Rd
Salem, VA 24153

Date: 8/30/2017

Web Address: www.stanleysteemer.com

Email: daniel.bowman@steemer.com

By: 

Name: Daniel Bowman
 (Signature in Ink)

Title: Division Manager
 (Please Print)

Phone: 540-380-3662

Fax #: 540-380-3631

ACKNOWLEDGE RECEIPT OF ADDENDUM: #1 _____ #2 _____ #3 _____ #4 _____ #5 _____ (please initial)

SMALL, WOMAN OR MINORITY OWNED BUSINESS:

☒ YES; ☐ NO; *IF YES* ⇒ ☒ SMALL; ☐ WOMAN; ☐ MINORITY *IF MINORITY:* ☐ AA; ☐ HA; ☐ AsA; ☐ NW; ☐ Micro

Note: This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 2.2-4343.1 or against an offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

INTRODUCTION

For more than 70 years, Stanley Steemer has been bringing cleaner and more comfortable homes and businesses to America. To serve customers nationwide, we now have more than 300 locations in 49 states. We attribute our business success and long history of partnerships to our highly-trained people, our patented equipment, and our innovative approaches to solving customer problems and facility issues.

Stanley Steemer is a locally owned and operated firm that has been grateful for many opportunities to partner with Universities, School Systems, Mechanical Contractors, General Contractors, Hospitals, Facility Managers, Local, State, and Federal Governments, and Building Owners throughout the Commonwealth of Virginia providing HVAC and Duct Cleaning Services. We are active members of many organizations including VASCUPP and SWaM; and appreciate the growth we have experienced being a part of these organizations and executing similar cooperative contracts including a similar VASCUPP Contract (No. UCPJMU3958).

We are excited at the opportunity to be a part of James Madison University's qualified contractors and provide duct and exhaust cleaning services to the University. Please find our Request for Proposal #MPM-978 Response following:

SPECIFIC PROPOSAL INSTRUCTIONS: Section 2 and 3 (Page 5 of RFP #MPM-978)

IV. PARAGRAPH L. Describe in detail your approach to each of the following items and include all associated costs.

- a. *Describe approach to providing the specified services for both large and small scale projects to include process, methodology, and work plan.*
 - From the initial contact to the invoice we understand that every project is unique and important, therefore we have found it important to develop processes, methods, and plans that are flexible to the unique needs and yet still provide the consistent, efficient, high level quality of service that is so important to us and our customers. In a chronological order we will briefly detail our process below:
 1. Once we are contacted about a project need we immediately assign the project to a Project Manager (this is almost always the same person to allow customers a primary, single, and consistent point of contact). The Project Manager will then immediately reach out to the Designated Representative to understand key project details and schedule a site assessment.
 2. During the site assessment the Project Manager works closely with the Designated Representative to develop the scope of work for the project, address any concerns, and capture key information to set the project methodology and form the work plan.

Paragraph IV, Section a, Continued

3. After the site assessment the Project Manager prepares a professional, detailed, and thorough quote that can be emailed or faxed to the Designated Representative.
4. Once a contract or PO has been received the Project Manager schedules the project at the earliest convenience of the facility. We have 8 Caddy Vac HVAC Cleaning trucks that allow us to scale up to any size or duration needed for a project- and also allows us to quickly schedule a project once we are given a Notice to Proceed. Our crews are well used to teaming together on larger projects or working as a single crew for smaller projects. Each truck / crew is a complete unit trained and equipped for completing a Project.
5. On a larger project the Project Manager will designate a Superintendent to lead the in-field efforts during the process of the project. They formulate the Work Plan according to the Methodology and specific site / project requirements and review this with the crews prior to being dispatched to the jobsite.
6. Stanley Steemer is a proud member of NADCA and follows their standards and guidelines throughout the process of air duct cleaning and component / equipment cleaning. Stanley Steemer's work involves the removal and disposal of particulates from the HVAC supply, return systems as well as the exhaust systems.
 1. We utilize aggressive agitation tools, compressed air and negative pressure, all passing through to our Caddy Vac trucks. Each system or zone is put under negative pressure independently by connecting the vacuum hose from the truck to the duct work. Our trucks each have the potential to pull 12,000 cfm's of negative force at up to 15" W.C..
 2. Once a system is put under negative pressure, an agitation tool is inserted at the opposite end of the duct work run. The agitation tool is connected to the compressor on the truck and has 250 psi. We push the agitation tool through the system which removes the contaminates from the walls of the duct work and is then pulled down the duct line into the vacuum hose and out to the truck.
 3. When we are cleaning internally insulated duct work (fibrous duct work) we use non-aggressive agitation tools. The vacuum hose is still connected at one end of the duct work run and the non-aggressive agitation tool is inserted at the opposite end. The non-aggressive agitation tool is a small 1 inch in diameter ball. It has 12 small holes at the top of the ball, and when the air pressure is sent through the air line to the ball it comes out in a circular pattern. As this ball moves through the system it has the potential to remove the contaminants from the walls of the duct work that is internally

Paragraph IV, Section a, Continued

insulated. This method of cleaning maintains the integrity of the insulation but allows for a proper cleaning.

4. In cases where this method does not meet the standards for clean duct work a HEPA vacuum is used to source remove the contaminants from the duct work by contact vacuuming.
5. When cleaning coils and other components associated with an air handling unit we strictly follow the NADCA standards for the cleaning. We will complete a NADCA "Type 2" cleaning on affected HVAC units with an alkaline coil cleaner. This includes the cleaning of the blower motor, blades, coils, drain pan, and all other accessible surfaces within the air handler cabinet.
6. All grilles, registers, and diffusers are removed during the cleaning process and they are cleaned with a solution and brush, then dried and reassembled into place.
7. During our cleaning process digital photos are taken of the duct work and components / equipment before and after the cleaning. These pictures along with a Post Project Report are submitted with the invoice at the completion of the job.
8. Containment and Engineering Controls are key components of all HVAC Cleaning Projects. Every project requires different strategies to thoroughly complete the work in a safe manner that does not adversely affect the building, the HVAC system, or the occupants. The Project Manager develops the Containment and Engineering Control Strategy for each project and includes: poly plastic area and local containments, zone isolations within the duct work, HEPA air scrubbers to filter the air or create pressure differentials within work areas during cleaning, and masking off duct openings during the cleaning. At no time during any cleaning project should Stanley Steemer ever compromise the indoor air quality or environment of a building. Our powerful Caddy Vac Truck Mounted Cleaning Equipment is one of the key pieces of equipment on every project to maintain proper pressure differentials, capture debris, odors, and contaminants, and exhaust filtered air outside of the building environment and past safe setback areas.

b. *Describe experience providing the specified services. Emphasize experience with other higher education institutions similar to JMU.*

- **Stanley Steemer has been providing Commercial, Industrial, and Residential air duct cleaning for more than 10 years. We have for the past 5 years enjoyed partnering with many other higher education institutions through a similar**

Paragraph IV, Section b, Continued

duct cleaning cooperative contract originated through JMU Procurement, VASCUPP Contract No: UCPJMU3958. We also work closely with Mechanical Contractors and General Contractors as subcontractors throughout the Commonwealth of Virginia, North Carolina, and West Virginia and are well versed in the challenges, processes, and successful outcomes of similar projects, contracts, and facilities. Whether directly or through subcontracts we have successfully completed many projects for the following higher education institutions: James Madison University, Virginia Tech, University of Virginia, Radford University, Virginia Commonwealth University, Bridgewater College, Hollins College, Virginia Western Community College, Liberty University, North Carolina State University, University of North Carolina, and many others.

- c. *Provide examples of recent projects of comparable services that have been completed by your firm. List the dollar amount, time frame, services performed, and contact information.*

Sample of similar recent projects listed chronologically by month:

- Fairfax Adult Detention Center, \$49,771.25, January 2016, Air Duct Cleaning, Angela David 703-764-2457
- Comfort Systems USA, \$15,200.00, February 2016, Air Duct Cleaning, Keith Newton 434-572-6986
- UGC – Virginia State Police HQ Training Academy, \$19,200.00, March 2016, Air Duct Clean and Duct Encapsulation, Charlotte Gunn 804-878-4732
- Trump Winery, \$8,100.00, April 2016, Air Duct Cleaning, Mike Woolard 434-466-1449
- HVAC Inc. – UVA College at Wise, \$13,200.00, May 2016, Air Duct Cleaning, Randy Morris 423-989-5000
- JMU – McGraw-Long Hall, \$7,300.00, June 2016, Exhaust Cleaning, Dan Adkins 540-568-2398
- UVA – JAG School, \$25,914.00, June 2016, High Surface Cleaning, Gary Wood 434-924-3752
- eTEC Mechanical – Robert E. Lee Elementary, \$13,900.00, July 2016, Air Duct Cleaning, David Hodge 804-340-1801
- Virginia Tech – Smith Career Center, \$9,450.00, July 2016, Air Duct Cleaning, Cathy Wagon 540-231-8082
- Moore’s Mechanical – Centra Danville, \$10,250.00, August 2016, Air Duct Cleaning, Grayson Pennington 434-369-4374
- Spotsylvania County Public Schools, \$24,055.00, September 2016, Emergency Air Duct Cleaning and Remediation, Barry Dickinson 540-582-5894
- Comfort Systems USA – Bayer Green House 6, \$19,125.00, October 2016, Air Duct Cleaning, Ben Lants 919-256-6500

Paragraph IV, Section c, Continued

- **Rodgers General Contractors – UNCC Residence Hall, \$36,500.00, November 2016, Air Duct Cleaning, Wyatt 704-451-2308**
- **Bradley Creek Elementary School, \$10,950, December 2016, Air Duct Cleaning, Brian Cox 910-452-7900**
- **IES Commercial – Virginia Tech Brodie Hall, \$14,750.00, January 2017, Air Duct Cleaning, Randy Huffman 540-342-5498**
- **Air Duct Solutions – UVA, \$19,667.00, February 2017, Fire Damper Inspections, Ryan Mount 540-520-2428**
- **eTEC Mechanical – VCU Sanger Hall, \$16,500.00, March 2017, Air Duct Cleaning, Bart Payne 804-340-1801**
- **ACME Mechanical – Saunders Middle School, \$24,850.00, April 2017, Air Duct Cleaning, Tim Hartman 703-335-2677**
- **Sullivan Mechanical – Warren County Middle School, \$33,600.00, May 2017, Air Duct Cleaning, Amy Morris 540-652-8188**
- **Wake Forest Baptist Health, \$13,000.00, June 2017, Air Duct Cleaning, Tom Freeman 336-671-1533**
- **Air Duct Solutions – UVA, \$26,080.00, July 2017, Fire Damper Inspections and Repair, Ryan Mount 540-520-2428**
- **IES-Augusta County Public Schools, \$30,000, July 2017, Air Duct Cleaning, Benny Warren 540-588-2962**
- **ICE Mechanical – Abingdon Elementary School, \$23,750.00, August 2017, Air Duct Cleaning, Ryan Bartlett 540-654-5518**

d. *Identify and provide copies of all relevant certifications and licenses that the contractor and/or employees currently hold.*

- **Stanley Steemer is certified and active in many organizations, national and local, relevant to this industry. We strongly believe that investing in our people is key to the success, continuity, and safety of our organization as well as the experience and satisfaction of our customers and business partners.**
 - 1. We are a certified NADCA company. NADCA is a HVAC Inspection, Maintenance, and Restoration Association. We are very involved with NADCA, and have several employees with various certifications achieved- please find NADCA certifications attached to this Proposal. We comply with all NADCA commercial and residential HVAC system cleaning, inspection, and remediation specifications and requirements. A NADCA certified ASCS will supervise every HVAC duct and exhaust cleaning project at James Madison University.**
 - 2. We are a certified IICRC company. The IICRC is an organization that regulates and certifies individuals in the inspection, cleaning, and**

Paragraph IV, Section d, Continued

restoration industry. We comply with all IICRC regulations for standard of care.

3. We are active members of SWaM and pride ourselves in being a certified SWaM "S" Small Business Enterprise. Please find this completed as "Attachment B" of this RFP Response.
4. We are a certified Class A Contractor with DPOR in the Commonwealth of Virginia. Please find the Contractors License attached to this RFP Response.
5. Our Crew Lead technicians are at minimum OSHA 10 certified. Please find these certifications attached to this RFP Response.

e. *Designate the primary point of contact for this account. The University prefers to have a single, consistent point of contact for these services.*

- Daniel Bowman will be the primary point of contact for the University. He has been personally responsible for the success of many of the past air duct and exhaust cleaning projects on campus throughout the past several years and currently maintains several professional relationships and contacts throughout Facilities Management- Mechanical Trades (HVAC Shop). Daniel currently holds his ASCS, VSMR, and CVI certifications through NADCA; his ASD through IICRC; sits on the Professional Enrichment Committee of the local National Home Builders Association; and is active on two committees within NADCA.

☐ Daniel Bowman

☐ 540-589-2008

☐ daniel.bowman@steemer.com

f. *Describe approach to mobilization of management and work staff to meet the needs stated herein. Include how you will meet the needs of fast turnaround projects. Include information on how contractor will meet these needs if your firm is not located in close proximity to JMU.*

- Stanley Steemer offers same day service for both inspections and air duct cleaning. We have 8 Caddy Vac air duct cleaning trucks and are able to mobilize from one of the two locations in close proximity to JMU (Charlottesville & Roanoke).
- Please refer to Section A above for details in our approach to mobilization of management and work staff to meet the needs stated. We are a local company dedicated to providing resources, timelines, and cleaning services that are above and beyond the expectation of the University.
- We recently (within the last 2 months) were contacted by a JMU engineer for a quick turnaround project at Greek Row involving smoke and odor damage in

duct work on campus. We were onsite within 1.5 hours to assess, and then able to mobilize and complete the work above and beyond the expectations of those involved within 24 hours of the initial contact.

g. *Describe invoicing procedure. Provide a sample invoice and proposal.*

- **Invoices are sent out with the post project report at the completion of the project. We have found that with thorough site assessments before the project begins, accurate written estimates and quotes upfront, and quality workmanship throughout invoicing or invoice disputes are not an issue. If a disputes arises we will engage in a negotiation to resolve the matter as quickly as possible to benefit both parties A sample invoice and proposal are attached to this RFP Response.**

h. *Describe your mechanical cleaning methodology including methods of cleaning fibrous glass insulated components, coils, etc.*

- **We strictly follow all NADCA Standards and Recommendations for methodology of Inspecting, Cleaning, and Remediating HVAC systems and various components and system types. We have found it important to develop processes, methods, and plans that are flexible to the unique needs and yet still provide the consistent, efficient, high level quality of service that is so important to us and our customers. We will briefly detail our process below:**
 - 1.** We utilize aggressive agitation tools, compressed air and negative pressure, all passing through to our Caddy Vac trucks. Each system or zone is put under negative pressure independently by connecting the vacuum hose from the truck to the duct work. Our trucks each have the potential to pull 12,000 cfm's of negative force at up to 15" W.C..
 - 2.** Once a system is put under negative pressure, an agitation tool is inserted at the opposite end of the duct work run. The agitation tool is connected to the compressor on the truck and has 250 psi. We push the agitation tool through the system which removes the contaminates from the walls of the duct work and is then pulled down the duct line into the vacuum hose and out to the truck.
 - 3.** When we are cleaning internally insulated duct work (**fibrous glass insulated**) we use non-aggressive agitation tools. The vacuum hose is still connected at one end of the duct work run and the non-aggressive agitation tool is inserted at the opposite end. The non-aggressive agitation tool is a small 1 inch in diameter ball. It has 12 small holes at the top of the ball, and when the air pressure is sent through the air line to the ball it comes out in a circular pattern. As this ball moves through the system it has the potential to remove the

Paragraph IV, Section h, Continued

contaminants from the walls of the duct work that is internally insulated. This method of cleaning maintains the integrity of the insulation but allows for a proper cleaning.

4. In cases where this method does not meet the standards for clean duct work a HEPA vacuum is used to source remove the contaminants from the duct work by contact vacuuming.
5. In some cases fibrous and porous HVAC surfaces must be coated with a specific coating formulated for use in HVAC systems to protect the surface of the duct lining from erosion, encapsulate odors, and/ or provide an anti-microbial duct surface within the air stream. We partner with manufacturers and manufacturer's representatives to determine the best coating for the project need and the best method of application. We have successfully completed many projects that have required duct coatings within the system on porous duct and AHU surfaces.
6. When **cleaning coils** and other components associated with an air handling unit we strictly follow the NADCA standards for the cleaning. We will complete a NADCA "Type 2" cleaning on affected HVAC units with an alkaline coil cleaner. A NADCA Type "2" cleaning details a dry clean first to remove as much contaminant as possible, and then graduating to a more invasive and thorough wet/ chemical clean as needed to restore coils. This includes the cleaning of the blower motor, blades, coils, drain pan, and all other accessible surfaces within the air handler cabinet.
7. All grilles, registers, and diffusers are removed during the cleaning process and they are cleaned with a solution and brush, then dried and reassembled into place.
8. During our cleaning process digital photos are taken of the duct work and components / equipment before and after the cleaning. These pictures along with a Post Project Report are submitted with the invoice at the completion of the job.

i. *Describe your health and safety standards for your employees as well as the occupants of the building where you are performing services.*

- **Stanley Steemer utilizes multiple safety procedures and has set high standards for employee and building occupant safety. Our managers and Crew Lead Techs have OSHA 10 training and certifications. We also employ Technicians with First Aid training and OSHA 30 certifications. All employees are Drug Tested, Background Tested, and adhere to a strict Drug-Free workplace policy.**

Paragraph IV, Section i, Continued

- Our Project Manager and/ or Crew Lead Tech will survey a job site before work begins to determine any potential hazards to employees, systems, or building occupants. All crews are always provided with the proper PPE for each job and are expected to comply with Company Policy and OSHA Standards, as well as practice common sense and practical health and safety job procedures.
- We abide by all OSHA safety standards; especially, Lock Out / Tag Out, Fall Prevention, and Confined Space policies.
 1. Our fall prevention safety includes proper ladder training, man lift safety and training, and safety harness and tie off practices and training.
 2. Other safety protocol includes where applicable 29 CFR 1910.146 Permit Required Spaces, 29 CFR 1910.134 Respiratory Protection, and 29 CFR 1910.1910 Subpart I Personal Protective Equipment.
- Containment and Engineering Controls are key components of all HVAC Cleaning Projects. Every project requires different strategies to thoroughly complete the work in a safe manner that does not adversely affect the building, the HVAC system, or the occupants. The Project Manager develops the Containment and Engineering Control Strategy for each project and includes: poly plastic area and local containments, zone isolations within the duct work, HEPA air scrubbers to filter the air or create pressure differentials within work areas during cleaning, and masking off duct openings during the cleaning. At no time during any cleaning project should Stanley Steemer ever compromise the indoor air quality or environment of a building. Our powerful Caddy Vac Truck Mounted Cleaning Equipment is one of the key pieces of equipment on every project to maintain proper pressure differentials, capture debris, odors, and contaminants, and exhaust filtered air outside of the building environment and past safe setback areas.
- We use signage, safety cones, and corner guards to alert anyone nearby of our trucks, hoses, and work areas and be proactive in the safety of pedestrians and building occupants.

j. Describe your debris disposal procedures.

- Stanley Steemer utilizes Caddy Vac Trucks for our air duct cleaning. These purpose-built trucks collect the debris during cleaning in a dedicated compartment inside the truck. The debris is transported back to our secure location and the debris is carefully removed from the compartment and disposed of in accordance with state and local laws.

k. Describe your system inspection and site preparation procedures.

- In almost every case a site visit is conducted to determine the scope of work, access, integrity issues, and type of cleaning needed. We are able to utilize

Paragraph IV, Section K, Continued

different methods for inspections- such as probes, digital cameras, and robots that can enter the duct system and capture documentation. If it is determined that we will be proceeding with a cleaning, a Project Manager will conduct a site visit prior to the work beginning.

- The Project Manager works with the Designated Representative to thoroughly assess the project and site conditions, develop the scope of work, and formulate the work plan.
- The work plan is communicated with the crew(s) and supervisor prior to the work beginning which includes containment strategy, access requirements, system layout, and cleaning methodology.

I. Describe your system cleaning procedures, including containment, particulate collection, odor control, etc.

- Containment and Engineering Controls are key components of all HVAC Cleaning Projects. Every project requires different strategies to thoroughly complete the work in a safe manner that does not adversely affect the building, the HVAC system, or the occupants. Stanley Steemer's work involves the removal and disposal of particulates from the HVAC supply, return systems and exhaust systems. We utilize aggressive agitation tools, compressed air and negative pressure, all passing through to our Caddy Vac trucks. Each system is put under negative pressure independently by connecting the vacuum line from the truck to the duct work. Our trucks have the potential to pull 12,000 cfm's of negative force at 15" W.C.. Our Caddy Vac trucks collect the debris outside of the building environment and away from the building being cleaned.
- In some cases we need to additionally utilize our HEPA portable vacuum collectors which are HEPA filtered machines capable of putting the duct system under negative pressure, extracting the contaminants from the duct work during cleaning, collecting the debris internally, and exhausting HEPA filtered air into the building environment.
- The Project Manager develops the Containment and Engineering Control Strategy for each project and includes: poly plastic area and local containments, zone isolations within the duct work, HEPA air scrubbers to filter the air or create pressure differentials within work areas during cleaning, masking off duct openings during the cleaning, and poly protection to cover desks and contents within the work area.
- At no time during any cleaning project should Stanley Steemer ever compromise the indoor air quality or environment of a building.
- Our powerful Caddy Vac Truck Mounted Cleaning Equipment is one of the key pieces of equipment on every project to maintain proper pressure differentials,

Paragraph IV, Section m, Continued

capture debris, odors, and contaminants, and exhaust filtered air outside of the building environment and past safe setback areas.

m. *Include a copy of your post-project report.*

- **A sample of our Post-Project Report is attached to this document.**

n. *Identify other services offered to James Madison University and the associated costs.*

- **Stanley Steemer offers many services such as: Air Duct Encapsulation, Air Duct Leakage Testing and Leakage Sealing, Carpet Cleaning, Tile and Grout Cleaning, Hardwood Floor Cleaning, Upholstery Cleaning, Life Safety Inspections (Fire Damper Testing and Inspecting) and High Surface Cleaning.**
- **We offer free estimates for all of our services, but due to the high amount of variances within the services offered there are no standard prices.**

SPECIFIC PROPOSAL INSTRUCTIONS: Section 4 (*Page 5 of RFP #MPM-978*)

Section 4 (Offeror Data Sheet) is attached below.

ATTACHMENT A

OFFEROR DATA SHEET

TO BE COMPLETED BY OFFEROR

1. QUALIFICATIONS OF OFFEROR: Offerors must have the capability and capacity in all respects to fully satisfy the contractual requirements.
2. YEARS IN BUSINESS: Indicate the length of time you have been in business providing these types of goods and services.

Years 10 Months 1

3. REFERENCES: Indicate below a listing of at least five (5) organizations, either commercial or governmental/educational, that your agency is servicing. Include the name and address of the person the purchasing agency has your permission to contact.

CLIENT	LENGTH OF SERVICE	ADDRESS	CONTACT PERSON/PHONE #
Morris Mechanical	9 1/2 years	101 Edgewood Blvd Altaville, VA	Grayson Pennington 434-304-2511
CCI	9 years	1057 Bill Tuck Hwy South Boston, VA	Keith Newton 434-572-6986
Virginia Tech	9 years	114 McBryde Hall Blacksburg, VA	Mason Montgomery 540-231-0708
MSI	8 years	PO Box 2848 Salem, VA	Maurice Lloyd 540-598-7347
ICE Heating & Cooling	4 years	451 Central Rd Fredericksburg, VA	Bobby Crump 540-654-5518
JMU	6 years	Harrisonburg, VA	Ken Fox 540-568-2342

4. List full names and addresses of Offeror and any branch offices which may be responsible for administering the contract.

Stanley Stearns of Roanoke 170 Bayne Rd, Salem VA 24153

Stanley Stearns of Charlottesville 159 Commerce Dr, Rocksville VA 22968

5. RELATIONSHIP WITH THE COMMONWEALTH OF VIRGINIA: Is any member of the firm an employee of the Commonwealth of Virginia who has a personal interest in this contract pursuant to the CODE OF VIRGINIA, SECTION 2.2-3100 – 3131?

[] YES [X] NO

IF YES, EXPLAIN:

SPECIFIC PROPOSAL INSTRUCTIONS: Section 5 *(Page 5 of RFP #MPM-978)*

Section 5 (Small Business Subcontracting Plan) is attached below.

Our Caddy Vac trucks are purpose built and are made to fit our exact needs, therefore, the use of subcontractors is very difficult. We extensively train all of our crew members using our innovative and specific equipment, which ensures a consistent level of service our customers come to expect. We are a local company and as much as possible purchase our tools and materials from small and local vendors.

ATTACHMENT B

Small, Women and Minority-owned Businesses (SWaM) Utilization Plan

Offeror Name: Stanley Steamer Preparer Name: Daniel Bowman

Date: 8/24/17

Is your firm a **Small Business Enterprise** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes X No

If yes, certification number: 682349 Certification date: 12-21-15

Is your firm a **Woman-owned Business Enterprise** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes No X

If yes, certification number: Certification date:

Is your firm a **Minority-Owned Business Enterprise** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes No X

If yes, certification number: Certification date:

Is your firm a **Micro Business** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes No X

If yes, certification number: Certification date:

Instructions: *Populate the table below to show your firm's plans for utilization of small, women-owned and minority-owned business enterprises in the performance of the contract. Describe plans to utilize SWaMs businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc.*

Small Business: "Small business " means a business, independently owned or operated by one or more persons who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, which, together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years.

Woman-Owned Business Enterprise: A business concern which is at least 51 percent owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership or limited liability company or other entity, at least 51 percent of the equity ownership interest in which is owned by one or more women, and whose management and daily business operations are controlled by one or more of such individuals. **For purposes of the SWaM Program, all certified women-owned businesses are also a small business enterprise.**

Minority-Owned Business Enterprise: A business concern which is at least 51 percent owned by one or more minorities or in the case of a corporation, partnership or limited liability company or other entity, at least 51 percent of the equity ownership interest in which is owned by one or more minorities and whose management and daily business operations are controlled by one or more of such individuals. **For purposes of the SWaM Program, all certified minority-owned businesses are also a small business enterprise.**

Micro Business is a certified Small Business under the SWaM Program and has no more than twenty-five (25) employees **AND** no more than \$3 million in average annual revenue over the three-year period prior to their certification.

All small, women, and minority owned businesses must be certified by the Commonwealth of Virginia Department of Small Business and Supplier Diversity (SBSD) to be counted in the SWaM program. Certification applications are available through SBSD at 800-223-0671 in Virginia, 804-786-6585 outside Virginia, or online at <http://www.sbsd.virginia.gov/> (Customer Service).

RETURN OF THIS PAGE IS REQUIRED

ATTACHMENT B (CNT'D)

Small, Women and Minority-owned Businesses (SWaM) Utilization Plan

Procurement Name and Number: Partners Too of Virginia 682349
 Listing of Sub-Contractors, to include, Small, Woman Owned and Minority Owned Businesses
 for this Proposal and Subsequent Contract

8/24/17
 Date Form Completed

Offeror / Proposer:

Stanley Steemer
 Firm

120 Bayne Rd, Salem VA 24153
 Address

Jason Fender 540-537-6144
 Contact Person/No.

Sub-Contractor's Name and Address	Contact Person & Phone Number	SBSD Certification Number	Services or Materials Provided	Total Subcontractor Contract Amount (to include change orders)	Total Dollars Paid Subcontractor to date (to be submitted with request for payment from JMU)
N/A					

(Form shall be submitted with proposal and if awarded, again with submission of each request for payment)

RETURN OF THIS PAGE IS REQUIRED

SPECIFIC PROPOSAL INSTRUCTIONS: Section 6 (Page 5 of RFP #MPM-978)

Section 6. Identify the amount of sales your company had during the last twelve months with each VASCUPP Member Institution.

College of William and Mary	\$0
George Mason University	\$0
James Madison University	\$56,880
Old Dominion University	\$0
Radford University	\$38,010
University of Virginia	\$211,754
Virginia Commonwealth University	\$0
Virginia Military Institute	\$23,400
Virginia Tech	\$6,204

***This data only shows sales from direct contracts we executed with each Institution and does not include sales under subcontracts.**

SPECIFIC PROPOSAL INSTRUCTIONS: Section 7 (Page 5 of RFP #MPM-978)

Section 7 (Proposed Cost, Pricing Schedule) is attached below.

PRICING SCHEDULE BY ZONE									
Regular Time Labor Rates (7:30 AM – 4:00 PM Monday – Friday)*									
Service	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6	Zone 7	Zone 8	Zone 9
HVAC System Cleaning Crew 2-persons, includes supervisor, helper, tools, & equipment (1-2 HEPA vacuums, 1 HEPA air scrubber, 1 HEPA negative air machine, 1 viper system, and 1 air compressor)	138.00 Per Hour	125.00 Per Hour	125.00 Per Hour	138.00 Per Hour	138.00 Per Hour	138.00 Per Hour	125.00 Per Hour	125.00 Per Hour	125.00 Per Hour
Air Handling Unit & Coil Cleaning Crew 2 persons, includes supervisor, helper, tools, & equipment (1-2 HEPA vacuums, 1 HEPA air scrubber, 1 HEPA negative air machine, 1 viper system, 1 Cold Water Pressure Washer or Coil Cleaning Maching, 1 wet/dry vacuum, and 1 air compressor)	138.00 Per Hour	125.00 Per Hour	125.00 Per Hour	138.00 Per Hour	138.00 Per Hour	138.00 Per Hour	125.00 Per Hour	125.00 Per Hour	125.00 Per Hour
HVAC Inspector/Ventilation Auditor	88.00 Per Hour	80.00 Per Hour	80.00 Per Hour	88.00 Per Hour	88.00 Per Hour	88.00 Per Hour	80.00 Per Hour	80.00 Per Hour	80.00 Per Hour
Project Manager for Multiple Crews	66.00 Per Hour	60.00 Per Hour	60.00 Per Hour	66.00 Per Hour	66.00 Per Hour	66.00 Per Hour	60.00 Per Hour	60.00 Per Hour	60.00 Per Hour
Overtime/Emergency Labor Rates (Outside of Regular Time working hours)*									
HVAC System Cleaning Crew 2-persons, includes supervisor, helper, tools, & equipment (1-2 HEPA vacuums, 1 HEPA air scrubber, 1 HEPA negative air machine, 1 viper system, and 1 air compressor)	215.00 Per Hour	195.00 Per Hour	195.00 Per Hour	215.00 Per Hour	215.00 Per Hour	215.00 Per Hour	195.00 Per Hour	195.00 Per Hour	195.00 Per Hour
Air Handling Unit & Coil Cleaning Crew 2 persons, includes supervisor, helper, tools, & equipment (1-2 HEPA vacuums, 1 HEPA air scrubber, 1 HEPA negative air machine, 1 viper system, 1 Cold Water Pressure Washer or Coil Cleaning Maching, 1 wet/dry vacuum, and 1 air compressor)	215.00 Per Hour	195.00 Per Hour	195.00 Per Hour	215.00 Per Hour	215.00 Per Hour	215.00 Per Hour	195.00 Per Hour	195.00 Per Hour	195.00 Per Hour
HVAC Inspector/Ventilation Auditor	110.00 Per Hour	100.00 Per Hour	100.00 Per Hour	110.00 Per Hour	110.00 Per Hour	110.00 Per Hour	100.00 Per Hour	100.00 Per Hour	100.00 Per Hour
Project Manager for Multiple Crews	94.00 Per Hour	85.00 Per Hour	85.00 Per Hour	94.00 Per Hour	94.00 Per Hour	94.00 Per Hour	85.00 Per Hour	85.00 Per Hour	85.00 Per Hour
Equipment and Materials									
Price/Unit	Cost + 10%	Cost + 10%	Cost + 10%	Cost + 10%	Cost + 10%	Cost + 10%	Cost + 10%	Cost + 10%	Cost + 10%

Other Fees	
Charge Card Processing Fees:	N/A %

COMMONWEALTH of VIRGINIA

Department of Professional and Occupational Regulation

9960 Mayland Drive, Suite 400, Richmond, VA 23233

Telephone: (804) 367-8500

EXPIRES ON

03-31-2019

NUMBER

2705139430

BOARD FOR CONTRACTORS
 CLASS A CONTRACTOR
 CLASSIFICATIONS CIC HIC



PARTNER'S TOO OF VIRGINIA LTD
 120 BAYNE ROAD
 SALEM, VA 24153



Status can be verified at <http://www.dpor.virginia.gov>

Jay W. DeBoer
 Jay W. DeBoer, Director

(SEE REVERSE SIDE FOR PRIVILEGES AND INSTRUCTIONS)

DPOR-LIC (02/2017)

(DETACH HERE)



COMMONWEALTH of VIRGINIA
 Department of Professional and Occupational Regulation

CLASS A BOARD FOR CONTRACTORS
 CONTRACTOR

CLASSIFICATIONS CIC HIC

NUMBER: 2705139430 EXPIRES: 03-31-2019

PARTNER'S TOO OF VIRGINIA LTD
 120 BAYNE ROAD
 SALEM, VA 24153



(FOLD)

Status can be verified at <http://www.dpor.virginia.gov>

STANLEY STEEMER®

VASCUPP Contract Vendor #UCPJM3958
SWAM S Vendor #682349

Chris Keagy
James Madison University
Converse Hall
30 Bluestone Dr
Harrisonburg, VA 22807
540-568-2398



March 2017

Dear Mr. Keagy:

The following proposal is for the cleaning of the **Converse Hall Exhaust System Cleaning**. Below, I will describe what is included in each of our services along with the related pricing. Please contact me if you have any questions or concerns and I'll make sure any questions get answered.

About our Indoor Environment Cleaning:

Stanley Steemer is a certified NADCA company. NADCA is a HVAC inspection, maintenance and restoration association. We comply with all NADCA residential and commercial HVAC system cleaning specifications and requirements.

Stanley Steemer is also a certified IICRC company. The IICRC is an organization that regulates and certifies individuals in the inspection, cleaning, and restoration industry. We comply with all IICRC regulations for standard of care.

Scope of Work

- A. Clean all exhaust duct work from intake grilles to exterior louvers

Cleaning Methodology: Ductwork

The work involves the removal and disposal of particulates from the HVAC exhaust systems. We utilize aggressive agitation tools, compressed air, and negative pressure all passing through to our powerful collection equipment- Caddy Vac Trucks. We will mechanically clean all main trunk lines and branch duct runs. All lined duct work and flexible duct will be cleaned with compressed air, non-aggressive agitation devices along with contact vacuuming. The cleaning also includes the wiping down and cleaning of all registers and diffusers, as well as, HEPA vacuuming ceiling tiles adjacent to diffusers.



Sample of Recent Before and After Cleaning Documentation

Cleanliness Verification

We adhere to all NADCA ACR 2013 Standards, including Cleanliness Verification. We take 12 megapixel high definition or better photo documentation of the before and after cleaning views during the cleaning process and provide this documentation along with a Post Project Report detailing the summary of the Project. Unless otherwise specified and agreed upon, we utilize NADCA Cleanliness Verification Method 1 (visual inspection) as the accepted means to verify cleanliness after the cleaning is completed.

Safety and Security

Stanley Steemer maintains the highest safety standards in our industry. We abide by all OSHA safety standards, especially, lock out/tag out procedures, fall prevention and confined space policies. Our crews are also thoroughly trained and we adhere to a strict Drug-Free workplace policy.

Timing

Stanley Steemer is very flexible on our HVAC system cleaning scheduling. We will certainly work with your schedule.

Pricing

To perform all of the above work for you the breakdown of price is as follows:

\$7,100

per VASCUPP #UCPJMU3958

SWAM Certification S #682349

If you have any questions, or if I can be of any further assistance, please give me a call at 540-380-3662, or on my cell 540-589-2008.

Sincerely,

Daniel Bowman, ASCS, VSMR, CVI
Division Manager
Restoration and Air Duct Cleaning
Stanley Steemer
daniel.bowman@steemer.com

Stanley Steemer also provides the following services:

- *Dryer Vent Cleaning
- *24HR Emergency Water and Fire Restoration and Damage Repair
- *Mold Remediation
- *Carpet Cleaning, Protection, Deodorizing, Repairs and Installation
- *Odor Elimination and Smoke Removal
- *Upholstery and Leather Cleaning
- *Tile and Grout Cleaning- Ceramic, Porcelain, Terrazzo, Mexican tile

Stanley Steemer of Roanoke 120 Bayne Rd, Salem VA 24153
(540-380-3662 Office) (540-380-3631 Fax) or (1-800-Steemer)



POST PROJECT REPORT

STANLEY STEEMER®

PROJECT:

James Madison University- Converse Hall



JUNE 16. 2017

Prepared By:
Daniel Bowman
ASCS, VSMR, CVI



Stanley Steemer
120 Bayne Rd
Salem, VA 24153

30 Bluestone Drive
Harrisonburg, VA 22807

James Madison University-Converse Hall

This report fulfills the post cleaning requirement for the project completed by Stanley Steemer of Roanoke.

About Our Indoor Environment Services:

Stanley Steemer is a certified NADCA company. NADCA is a HVAC inspection, maintenance and restoration association. We comply with all NADCA residential and commercial HVAC system cleaning specifications and requirements.

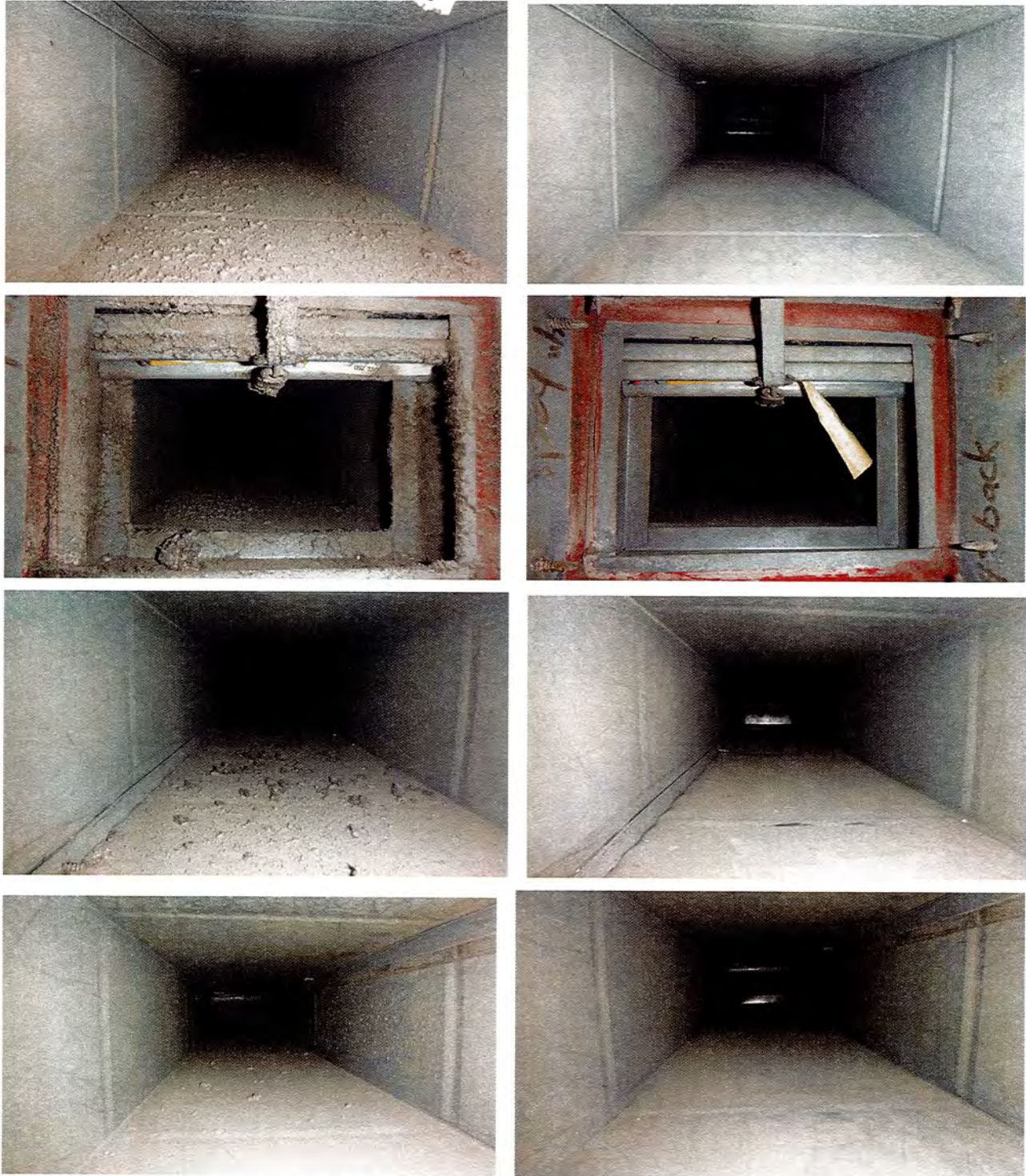
Stanley Steemer is also a certified IICRC company. The IICRC is an organization that regulates and certifies individuals in the inspection, cleaning, and restoration industry. We comply with all IICRC regulations for standard of care.

Scope Of Work:

Cleaning Methodology

- ✓ All work was supervised by NADCA certified ASCS
- ✓ All systems were cleaned to NADCA standard ACR 2013
- ✓ Cleanliness Verification Method 1 was performed per NADCA Standard ACR 2013 and system is Verified as Clean
- ✓ Photographs were taken of before and after the cleaning process
- ✓ System was cleaned to Project Specifications and went extremely well and according to plan. All efforts were made to minimize impact on facility and occupants. All work was completed by proposed deadline.
- ✓ The cleaning was performed with the system under negative pressure by attaching vacuum collection hoses from our Caddy Vac Truck Mounted Cleaning Equipment to the system.

Sample of Project Photo Documentation

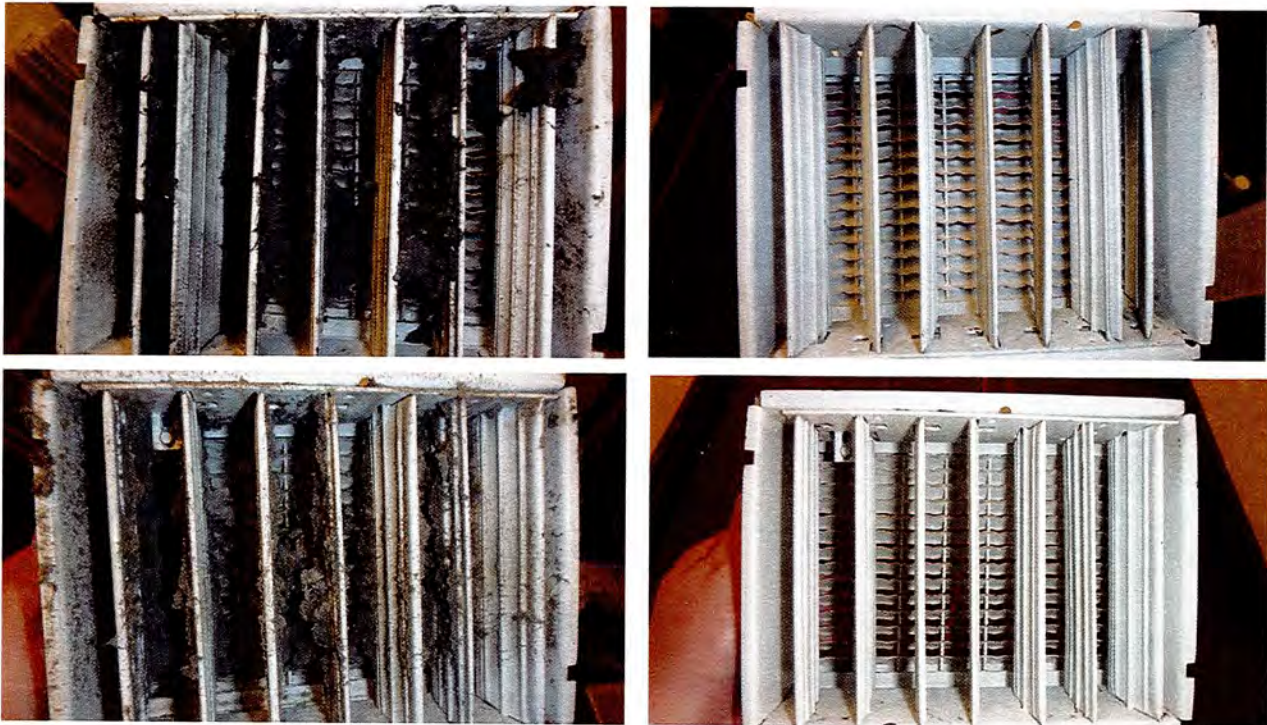


Before and after cleaning of duct work





Before and after cleaning of duct work



Before and after cleaning of registers



Before and after cleaning of exhaust fan



Caddy Vac Truck Mounted Cleaning Equipment on site

ACR 2013 Follow up Inspection Standard of Care

Table 1
HVAC Cleanliness Inspection Schedule
(Recommended Intervals)

Building Use Classification (See Section 4.1)	Air-handling Unit	Supply ductwork	Return ductwork / Exhaust
Industrial	1 year	1 year	1 year
Residential	1 year	2 years	2 years
Light Commercial	1 year	2 years	2 years
Commercial	1 year	2 years	2 years
Healthcare	1 year	1 year	1 year
Marine	1 year	2 years	2 years

We plan to follow up with you to schedule the subsequent cleanliness inspection at your convenience in accordance with NADCA ACR 2013 Table 1

We have verified this project as done. Please call us with any questions, and
Thank You for your business.

Daniel Bowman
Stanley Steemer

Stanley Steemer Air Duct Cleaning of Roanoke

Dryer Vent Cleaning and Monitoring

Mold and Duct Encapsulation

Odor Control



STANLEY STEEMER

Remit payments to:
Stanley Steemer Roanoke
120 Bayne Rd
Salem, VA 24153

INVOICE

Service Date: 23 May, 2017

Service Location

Chris Keagy Jmu / Converse
30 Bluestone Hall
Harrisonburg, VA 22807

Cust Number 716016
Invoice Number 522214
P.O. Number UCPJMU3958

Qty	Service Description	Product/Item	Unit Price	Amount
1	Duct Clean	Air Handling Unit	\$7,100.00	\$7,100.00
			SubTotal	\$7,100.00
			Discount	\$0.00
			Tax	\$0.00
			Total	\$7,100.00

Make checks payable to: Stanley Steemer

If you have any questions concerning this invoice, call :Pam Byers, 1-865-288-4842



NATIONAL AIR DUCT CLEANERS ASSOCIATION

Certifies

Daniel Bowman
as a

Certified Ventilation System Inspector (CVI)

Who demonstrated a thorough understanding of the HVAC inspection process as outlined in the
NADCA HVAC Inspection Manual by passing the NADCA CVI Certification Examination.
This certificate is valid until the expiration date shown below and is renewable.

6/30/2018
Expiration Date

255511294
Certification Number



The HVAC Inspection, Maintenance
and Restoration Association

©2012 NADCA All Rights Reserved



NATIONAL AIR DUCT CLEANERS ASSOCIATION

Certifies

Jason Fender

as a

Certified Ventilation System Inspector (CVI)

Who demonstrated a thorough understanding of the HVAC inspection process as outlined in the NADCA HVAC Inspection Manual by passing the NADCA CVI Certification Examination.
This certificate is valid until the expiration date shown below and is renewable.

6/30/2019
Expiration Date

208240708
Certification Number



The HVAC Inspection, Cleaning
and Restoration Association
©2016 NADCA All Rights Reserved



NATIONAL AIR DUCT CLEANERS ASSOCIATION

Certifies

Jason Fender

With

Stanley Steemer of Roanoke

as an

Air Systems Cleaning Specialist (ASCS)

This certificate holder is qualified to serve as a project manager for residential and commercial HVAC cleaning and restoration projects, including remediation of microbial contaminants within HVAC systems.

This certificate holder also qualifies as a Ventilation System Mold Remediator (VSMR).

This certificate is valid until the expiration date shown below and is renewable.

6/30/2018
Expiration Date



The HVAC Inspection, Cleaning
and Restoration Association

3060778
Certification Number
3/6/2007
Certified Since



NATIONAL AIR DUCT CLEANERS ASSOCIATION

Certifies

Ronnie Sowder

With

Stanley Steemer of Roanoke

as an

Air Systems Cleaning Specialist (ASCS)

This certificate holder is qualified to serve as a project manager for residential and commercial HVAC cleaning and restoration projects, including remediation of microbial contaminants within HVAC systems.

This certificate holder also qualifies as a Ventilation System Mold Remediator (VSMR).

This certificate is valid until the expiration date shown below and is renewable.

6/30/2018
Expiration Date



12771089
Certification Number
9/19/2014
Certified Since

The EI Group, Inc.

2101 Gateway Centre Boulevard, Suite 200, Morrisville, NC 27560, USA

Phone: 919-657-7500 Fax: 919-657-7551

Daniel W. Bowman

935 Glenmore Drive, Salem, VA 24153

has attended and satisfactorily passed an examination and the hands on skills assessment
of an EPA approved course entitled

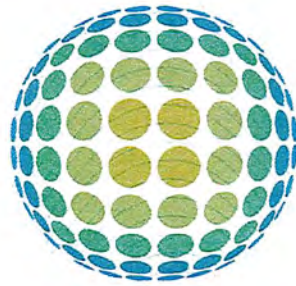
Lead Safety for Renovation, Repair and Painting (RRP) Initial - English

Location: Roanoke, VA
Certificate Number: R-I-18376-15-00508
Course Date: 25 September 2015
Examination Date: 25 September 2015
Expiration Date: 25 September 2020



Barry A. Maxwell
Barry Maxwell
Training Manager

Jerry W. Cruise
Jerry Cruise
Principal Instructor



IICRC

Institute of Inspection Cleaning
and Restoration Certification

be it known that:

DANIEL BOWMAN

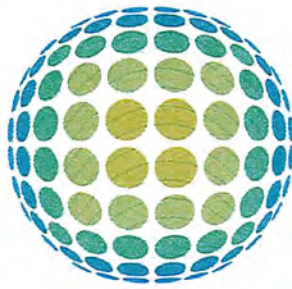
Is a registrant in good standing with IICRC, and has qualified by service and examination
for Certification in the following areas:

**WATER DAMAGE RESTORATION
APPLIED STRUCTURAL DRYING**

and has pledged to perform services in these areas with skill, honesty,
and integrity in order to provide the consumer with the highest degree
of professionalism possible.

191697
REGISTER NUMBER

4/2018
EXPIRATION DATE



IICRC

Institute of Inspection Cleaning
and Restoration Certification

be it known that:

JASON FENDER

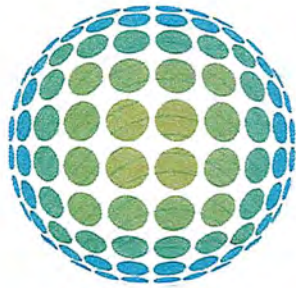
Is a registrant in good standing with IICRC, and has qualified by service and examination
for Certification in the following areas:

**CARPET CLEANING
WATER DAMAGE RESTORATION
UPHOLSTERY & FABRIC CLEANING
APPLIED MICROBIAL REMEDIATION
APPLIED STRUCTURAL DRYING**

and has pledged to perform services in these areas with skill, honesty,
and integrity in order to provide the consumer with the highest degree
of professionalism possible.

138228
REGISTER NUMBER

4/2018
EXPIRATION DATE



IICRC

Institute of Inspection Cleaning
and Restoration Certification

be it known that:

CHUCKY W. FRANCISCO

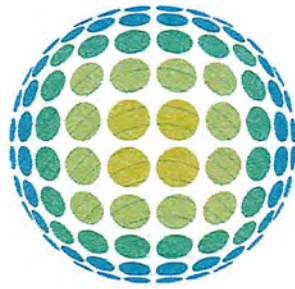
Is a registrant in good standing with IICRC, and has qualified by service and examination
for Certification in the following areas:

**WATER DAMAGE RESTORATION
CARPET REPAIR & REINSTALLATION
UPHOLSTERY & FABRIC CLEANING
WOOD FLOOR MAINTENANCE
CARPET CLEANING
JOURNEYMAN WATER RESTORER
JOURNEYMAN TEXTILE CLEANER**

and has pledged to perform services in these areas with skill, honesty,
and integrity in order to provide the consumer with the highest degree
of professionalism possible.

136381
REGISTER NUMBER

3/2018
EXPIRATION DATE



IICRC

Institute of Inspection Cleaning
and Restoration Certification

be it known that:

DAVID F. MOUNT

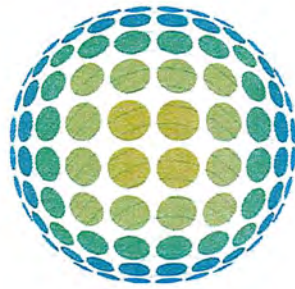
Is a registrant in good standing with IICRC, and has qualified by service and examination
for Certification in the following areas:

**APPLIED STRUCTURAL DRYING
WATER DAMAGE RESTORATION**

and has pledged to perform services in these areas with skill, honesty,
and integrity in order to provide the consumer with the highest degree
of professionalism possible.

78609
REGISTER NUMBER

3/2018
EXPIRATION DATE



IICRC

Institute of Inspection Cleaning
and Restoration Certification

be it known that:

BRAD AUSTIN

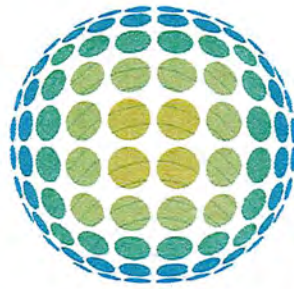
Is a registrant in good standing with IICRC, and has qualified by service and examination
for Certification in the following areas:

**CARPET CLEANING
WATER DAMAGE RESTORATION
UPHOLSTERY & FABRIC CLEANING**

and has pledged to perform services in these areas with skill, honesty,
and integrity in order to provide the consumer with the highest degree
of professionalism possible.

138229
REGISTER NUMBER

4/2018
EXPIRATION DATE



IICRC

Institute of Inspection Cleaning
and Restoration Certification

be it known that:

RANDY RETORT

Is a registrant in good standing with IICRC, and has qualified by service and examination
for Certification in the following areas:

**WATER DAMAGE RESTORATION
UPHOLSTERY & FABRIC CLEANING
CARPET CLEANING
APPLIED STRUCTURAL DRYING
APPLIED MICROBIAL REMEDIATION**

and has pledged to perform services in these areas with skill, honesty,
and integrity in order to provide the consumer with the highest degree
of professionalism possible.

165138
REGISTER NUMBER

3/2018
EXPIRATION DATE

State of West Virginia

Bureau for Public Health
Office of Environmental Health Services
Radiation, Toxics and Indoor Air Division
This is to certify that

Partners Too, Inc./Stanley Steemer
520 16th Street
Dunbar, WV 25064

Has complied with Chapter 16, Article 35, of the Lead Abatement
Licensing Rules and Regulations and is hereby licensed as an Lead
Abatement Contractor.

Lead Abatement Contractor License Number::
PC000165

Issued: 1/19/2017

Expires: 1/31/2018


Walter M. Ivey, Director
Office of Environmental Health Services

WEST VIRGINIA

Lead Program

Partners Too, Inc/Stamley
Steemer

IS LICENSED AS AN
LEAD CONTRACTOR



49

License #: PC000165

Issued: 1/19/2017

Expires: 1/31/2018

Director
WV OEHS

Walter M. Dray



Certificate of Completion

Presented to

Bryan Pauley

of

Evolved Safety

for successful completion of

OSHA 10: General Industry Outreach Training Course v4 (CEU=1.0)

Dated: 6/6/2016

50

A handwritten signature in black ink, appearing to read 'Bryan Pauley', written over a horizontal line.



Certificate of Completion

Presented to

Daniel Bowman

of

Evolved Safety

for successful completion of

OSHA 10: General Industry Outreach Training Course v4 (CEU=1.0)

Dated: 6/3/2016

51

A handwritten signature in black ink, appearing to read 'Daniel Bowman', written over a horizontal line.



Certificate of Completion

Presented to

David Hodges

of

Evolved Safety

for successful completion of

OSHA 10: General Industry Outreach Training Course v4 (CEU=1.0)

Dated: 6/1/2016

52

A handwritten signature in black ink, appearing to read 'David Hodges', written over a horizontal line.



Certificate of Completion

Presented to

Johnntrell Turner

for successful completion of

OSHA 10: General Industry Outreach Training Course v4 (CEU=1.0)

Dated: 3/31/2017

53

A handwritten signature in black ink, appearing to read 'Johnntrell Turner', is written over a horizontal line.

As an OSHA Outreach Training Program trainer, I affirm that I have conducted this OSHA Outreach Training Program training class in accordance with OSHA Outreach Training Program requirements. I will document this class to my OSHA Authorizing Training Organization. Upon successful review of my documentation, I will provide each student their course completion card within 90 calendar days of the end of the class.



Certificate of Completion

Presented to

Matt Prince

for successful completion of

OSHA 10: Construction Outreach Training Course v4 (CEU=1.0)

Dated: 3/31/2017

54

A handwritten signature in black ink, appearing to read "Matt Prince", is written over a horizontal line.

As an OSHA Outreach Training Program trainer, I affirm that I have conducted this OSHA Outreach Training Program training class in accordance with OSHA Outreach Training Program requirements. I will document this class to my OSHA Authorizing Training Organization. Upon successful review of my documentation, I will provide each student their course completion card within 90 calendar days of the end of the class.



Certificate of Completion

Presented to

Ronnie Sowder

of

Evolved Safety

for successful completion of

OSHA 10: General Industry Outreach Training Course v4 (CEU=1.0)

Dated: 6/2/2016

55

A handwritten signature in black ink, appearing to be 'Ronnie Sowder', written over a horizontal line.



36-601409085

This card acknowledges that the recipient has successfully completed a
30-hour Occupational Safety and Health Training Course in
Construction Safety and Health

56

Bryan Pauley

Jonathan Jacobi
(Trainer name – print or type)

08/27/2016
(Course end date)

OSHA recommends Outreach Training Courses as an orientation to occupational safety and health for workers. Participation is voluntary. Workers must receive additional training on specific hazards of their job. This course completion card does not expire.

Use or distribution of this card for fraudulent purposes, including false claims of having received training, may result in prosecution under 18 U.S.C. 1001. Potential penalties include substantial criminal fines, imprisonment up to five years, or both.

For OSHA Outreach Training Program ⁵⁷ to "Training" at www.osha.gov

Rev. 12/2009



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/10/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER BB&T Insurance Services, Inc. 310 First St., Suite 201 PO Box 1600 Roanoke VA 24011	CONTACT NAME: PHONE (A/C, No, Ext): 540-982-1600 FAX (A/C, No): 888-328-1324 E-MAIL ADDRESS: 														
INSURED 32STANLSTE1 Partners Too Inc Partners Too of VA LTD dba Stanley Steemer 120 Bayne Rd. Salem VA 24153	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A :Amerisure Insurance Company</td> <td>19488</td> </tr> <tr> <td>INSURER B :Colony Specialty Insurance</td> <td>36927</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A :Amerisure Insurance Company	19488	INSURER B :Colony Specialty Insurance	36927	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES

CERTIFICATE NUMBER: 523059840

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			CPP2086916	4/6/2017	4/6/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			CA2086917	4/6/2017	4/6/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			CU2086918	4/6/2017	4/6/2018	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> Y <input type="checkbox"/> N/A		WC2086919	4/6/2017	4/6/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000
B	Pollution Liability			CSP30473701	4/6/2017	4/6/2018	Ea Occurrence 1,000,000 Aggregate 1,000,000 Deductible 10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**** Workers Comp Information ****
 Other States Coverage
 Proprietors/Partners/Executive Officers/Members Excluded:
 David Mount, President
 Ryan Mount, Vice President
 Jason Fender, Vice President
 See Attached...

CERTIFICATE HOLDER

CANCELLATION

Partners Too Inc. & Partners Too of Virginia LTD
 120 Bayne Road
 Salem VA 24153-0000

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Jamela H. Stinnett

AGENCY CUSTOMER ID: 32STANLSTE1

LOC #: _____

**ADDITIONAL REMARKS SCHEDULE**Page 1 of 1

AGENCY BB&T Insurance Services, Inc.		NAMED INSURED Partners Too Inc Partners Too of VA LTD dba Stanley Steemer 120 Bayne Rd. Salem VA 24153
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCEBlanket Waiver of Subrogation
NOC 30 days Southworth Mechanical Corporation

****INFORMATION PURPOSES ONLY****

ATTACHMENT C



**COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT**

Contract No. _____

This contract entered into this _____ day of _____ 20____, by _____ hereinafter called the "Contractor" and Commonwealth of Virginia, James Madison University called the "Purchasing Agency".

WITNESSETH that the Contractor and the Purchasing Agency, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF CONTRACT: The Contractor shall provide the services to the Purchasing Agency as set forth in the Contract Documents.

PERIOD OF PERFORMANCE: From _____ through _____

The contract documents shall consist of:

- (1) This signed form;
- (2) The following portions of the Request for Proposals dated _____:
 - (a) The Statement of Needs,
 - (b) The General Terms and Conditions,
 - (c) The Special Terms and Conditions together with any negotiated modifications of those Special Conditions;
 - (d) List each addendum that may be issued
- (3) The Contractor's Proposal dated _____ and the following negotiated modification to the Proposal, all of which documents are incorporated herein.
 - (a) Negotiations summary dated _____.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

CONTRACTOR:

PURCHASING AGENCY:

By: _____
(Signature)

By: _____
(Signature)

(Printed Name)

(Printed Name)

Title: _____

Title: _____

ATTACHMENT D

Zone Map



Virginia Association of State College & University Purchasing Professionals (VASCUPP)

List of member institutions by zones

Zone 1

George Mason University (Fairfax)

Zone 4

University of Mary Washington (Fredericksburg)

Zone 7

Longwood University (Farmville)

Zone 2

James Madison University (Harrisonburg)

Zone 5

College of William and Mary (Williamsburg)

Old Dominion University (Norfolk)

Zone 8

Virginia Military Institute (Lexington)

Virginia Tech (Blacksburg)

Radford University (Radford)

Zone 3

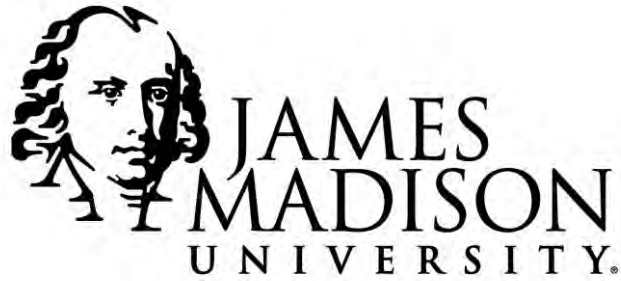
University of Virginia (Charlottesville)

Zone 6

Virginia Commonwealth University (Richmond)

Zone 9

University of Virginia - Wise (Wise)



Request for Proposal

RFP # MPM-978

Duct and Exhaust Cleaning

7/31/2017

REQUEST FOR PROPOSAL

RFP # MPM-978

Issue Date: 7/31/2017

Title: Duct and Exhaust Cleaning

Issuing Agency: Commonwealth of Virginia
James Madison University
Procurement Services MSC 5720
752 Ott Street, Wine Price Bldg.
First Floor, Suite 1023
Harrisonburg, VA 22807

Period of Contract: From Date of Award Through One Year (Renewable)

Sealed Proposals Will Be Received Until 2:00 p.m. on AUGUST 31, 2017 For Furnishing The Services Described Herein.

SEALED PROPOSALS MAY BE MAILED, EXPRESS MAILED, OR HAND DELIVERED DIRECTLY TO THE ISSUING AGENCY SHOWN ABOVE.

All Inquiries for Information and Clarification Should Be Directed To: Michael Morrison, Buyer Specialist Procurement Services, morrismp@jmu.edu 540/568-6181 (Fax) 540/568-7935 not later than five business days before the proposal closing date.

NOTE: THE SIGNED PROPOSAL AND ALL ATTACHMENTS SHALL BE RETURNED

In compliance with this Request for Proposal and to all the conditions imposed herein, the undersigned offers and agrees to furnish the goods/services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation.

Name and Address of Firm:

By: _____

(Signature in Ink)

Name: _____

(Please Print)

Title: _____

Date: _____

Phone: _____

Web Address: _____

Fax #: _____

Email: _____

ACKNOWLEDGE RECEIPT OF ADDENDUM: #1 _____ #2 _____ #3 _____ #4 _____ #5 _____ (please initial)

SMALL, WOMAN OR MINORITY OWNED BUSINESS:

☐ YES; ☐ NO; IF YES ⇒ ⇒ ☐ SMALL; ☐ WOMAN; ☐ MINORITY IF MINORITY: ☐ AA; ☐ HA; ☐ AsA; ☐ NW; ☐ Micro

REQUEST FOR PROPOSAL

RFP # MPM-978

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I. PURPOSE

The purpose of this Request for Proposal (RFP) is to solicit sealed proposals from qualified sources to enter into a contract to provide, but not be limited to, duct and exhaust cleaning services for James Madison University (JMU), an agency of the Commonwealth of Virginia. Initial contract shall be for one (1) year with an option to renew for four (4) additional one-year periods.

II. BACKGROUND

James Madison University is a public, comprehensive university of approximately 20,181 students, 924 full-time teaching faculty and 1,238 staff and administrators. The University is located in Harrisonburg, Virginia, a city of approximately 45,137 people located in the heart of the scenic and historically rich Shenandoah Valley. The University is known for the high quality of its academic programs, its commitment to liberal arts education and its extremely competitive admissions process.

The campus is 721 acres and includes approximately 150 buildings. The University has buildings of various ages and engages in periodic renovation as well as new construction. Inspection, testing, and cleaning services are needed on a regular basis.

III. SMALL, WOMAN-OWNED AND MINORITY (SWAM) PARTICIPATION

It is the policy of the Commonwealth of Virginia to contribute to the establishment, preservation, and strengthening of small businesses and businesses owned by women and minorities and to encourage their participation in State procurement activities. The Commonwealth encourages contractors to provide for the participation of small businesses, and businesses owned by women and minorities through partnerships, joint ventures, subcontracts, and other contractual opportunities. Attachment B contains information on reporting spend data with subcontractors.

IV. STATEMENT OF NEEDS

- A. James Madison University (JMU) seeks to secure the services of contractors with the direct experience and expertise to provide campus-wide duct and exhaust cleaning services, to include but not be limited to the cleaning of heating, ventilation, and air conditioning duct work; bathroom and clothes dryer exhausts; and including fans, exhaust grilles, louvers, and ducts. The contractor will furnish all documentation, equipment, insurance, labor, materials, disposal, and supervision to provide these services to the University. The contractor shall develop clear, concise, and professional quality proposal quotes for each project for review and acceptance by James Madison University.
- B. James Madison University reserves the right to obtain other cost estimates prior to authorizing work and to solicit and procure such services, separate and apart from the resultant contract(s), as may be deemed in the best interest of the University. Upon approval of the proposal received by the University, a purchase order will be issued as authority to proceed with the work. No work is to be undertaken by the contractor until a purchase order has been received. Contractor shall not perform work or include additional services or equipment which would result in exceeding dollar limitation of the purchase order without first having obtained written approval from the University.
- C. Contractor shall be responsible for adhering to all University Construction Guidelines and shall work directly with relevant personnel at the University. Contractor shall be responsible for all measurements, calculations, and other details for each project.

- D. The Contractor shall perform a ventilation audit before and after the cleaning of all registers, grills, coils, and dampers.
- E. The HVAC system cleaning contractor shall perform the services specified here in accordance with the current published standards of the National Air Duct Cleaning Association (NADCA).
 - a. All terms in this specification shall have their meaning defined as stated in the NADCA Standards.
 - b. NADCA Standards must be followed with no modifications or deviations being allowed.
- F. Mechanical Drawings: James Madison University Facilities Management shall provide the HVAC system cleaning Contractor with one copy of the following documents:
 - a. Project drawings and specifications
 - b. Approved construction revisions pertaining to the HVAC system.
- G. The University's Facilities Management working hours are 7:30 AM – 4:00 PM. Contractor may perform work at any time agreed upon with Facilities Management, as long as it does not interfere with University activities.
- H. If system is in need of repair, the Contractor shall notify the University's designated representative immediately. Contractor shall log the date, time, location of system, and person's name reporting the need for repair (Contractor's employee) and the name of the person they reported the repair to (University's designated representative).
- I. The University reserves the right to witness the Contractor's service and to inspect all work performed under this contract. If Contractor's work is not in full compliance with this contract, Contractor shall correct the work to the satisfaction of the University within 24 hours of notice. Payments will be withheld until corrections have been completed.
- J. Contractor shall comply with all applicable federal, state, local, and University regulations in the performance of these services.
- K. Contractor shall have sufficient resources to be able to work multiple jobs at the same time.
- L. Describe in detail your approach to each of the following items and include all associated costs.
 - a. Describe approach to providing the specified services for both large and small scale projects to include process, methodology, and work plan.
 - b. Describe experience providing the specified services. Emphasize experience with other higher education institutions similar to JMU.
 - c. Provide examples of recent projects of comparable services that have been completed by your firm. List the dollar amount, time frame, services performed, and contact information.
 - d. Identify and provide copies of all relevant certifications and licenses that the contractor and/or employees currently hold.

- e. Designate the primary point of contact for this account. The University prefers to have a single, consistent point of contact for these services.
- f. Describe approach to mobilization of management and work staff to meet the needs stated herein. Include how you will meet the needs of fast turnaround projects. Include information on how contractor will meet these needs if your firm is not located in close proximity to JMU.
- g. Describe invoicing procedure. Provide a sample invoice and proposal.
- h. Describe your mechanical cleaning methodology including methods of cleaning fibrous glass insulated components, coils, etc.
- i. Describe your health and safety standards for your employees as well as the occupants of the building where you are performing services.
- j. Describe your debris disposal procedures.
- k. Describe your system inspection and site preparation procedures.
- l. Describe your system cleaning procedures, including containment, particulate collection, odor control, etc.
- m. Include a copy of your post-project report.
- n. Identify other services offered to James Madison University and the associated costs.

V. PROPOSAL PREPARATION AND SUBMISSION

A. GENERAL INSTRUCTIONS:

To ensure timely and adequate consideration of your proposal, offerors are to limit all contact, whether verbal or written, pertaining to this RFP to the James Madison University Procurement Office for the duration of this Proposal process. Failure to do so may jeopardize further consideration of Offeror's proposal.

1. RFP Response: In order to be considered for selection, the **Offeror shall submit a complete response to this RFP**; and shall submit to the issuing Purchasing Agency:
 - a. **One (1) original and one (1) copy** of the entire proposal, INCLUDING ALL ATTACHMENTS. Any proprietary information should be clearly marked in accordance with 3.f below.
 - b. **One (1) electronic copy in WORD format or searchable PDF** (*CD or flash drive*) of the entire proposal, INCLUDING ALL ATTACHMENTS. Any proprietary information should be clearly marked in accordance with 3.f below.
 - c. Should the proposal contain **proprietary information**, provide **one (1) redacted hard copy** of the proposal and attachments **with proprietary portions removed or blacked out**. This copy should be clearly marked "*Redacted Copy*" on the front cover. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade

secrets is not acceptable. JMU shall not be responsible for the Contractor's failure to exclude proprietary information from this redacted copy.

No other distribution of the proposal shall be made by the Offeror.

2. The version of the solicitation issued by JMU Procurement Services as amended by any addenda is the mandatory controlling version of the document. Any modification of or additions to the solicitation by the Offeror shall not modify the official version of the solicitation issued by JMU Procurement Services unless accepted in writing by the University. Such modifications or additions to the solicitation by the Offeror may be cause for rejection of the proposal; however, JMU reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal. If the modifications or additions are not identified until after the award of the contract, the controlling version of the solicitation document shall still be the official state form issued by Procurement Services.
3. Proposal Preparation:
 - a. Proposals shall be signed by an authorized representative of the offeror. All information requested should be submitted. Failure to submit all information requested may result in the purchasing agency requiring prompt submissions of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the purchasing agency. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
 - b. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
 - c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, sub letter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and sub letter should be repeated at the top of the next page. The proposal should contain a table of contents which cross references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at the appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.
 - d. As used in this RFP, the terms "must", "shall", "should" and "may" identify the criticality of requirements. "Must" and "shall" identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as "should" or "may" are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual "must" and "shall" items may not be fully satisfied, but it is the intent to satisfy most, if not all, "must" and "shall" requirements. The inability of an offeror to satisfy a "must" or "shall" requirement does not automatically remove that offeror from consideration; however, it may seriously affect the overall rating of the offeror's proposal.
 - e. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.

- f. Ownership of all data, materials and documentation originated and prepared for the State pursuant to the RFP shall belong exclusively to the State and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by the offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protection of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret materials submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection and return of the proposal.
4. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to James Madison University. This provides an opportunity for the offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. James Madison University will schedule the time and location of these presentations. Oral presentations are an option of the University and may or may not be conducted. Therefore, proposals should be complete.

B. SPECIFIC PROPOSAL INSTRUCTIONS:

Proposals should be as thorough and detailed as possible so that James Madison University may properly evaluate your capabilities to provide the required services. Offerors are required to submit the following items as a complete proposal:

1. Return RFP cover sheet and all addenda acknowledgments, if any, signed and filled out as required.
2. Plan and methodology for providing the goods/services as described in Section IV “*Statement of Needs*” of this Request for Proposal.
3. A written narrative statement to include, but not limited to the expertise, qualifications, and experience of the firm and resumes of specific personnel to be assigned to perform the work.
4. Offeror Data Sheet, included as Attachment A to this RFP.
5. Small Business Subcontracting Plan, included as Attachment B to this RFP. Offeror shall provide a Small Business Subcontracting plan which summarizes the planned utilization of Department of Small Business and Supplier Diversity (SBSD)-certified small businesses which include businesses owned by women and minorities, when they have received Department of Small Business and Supplier Diversity (SBSD) small business certification, under the contract to be awarded as a result of this solicitation. This is a requirement for all prime contracts in excess of \$100,000 unless no subcontracting opportunities exist.
6. Identify the amount of sales your company had during the last twelve months with each VASCUPP Member Institution. A list of VASCUPP Members can be found at: www.VASCUPP.org.
7. Proposed Cost. See Section X. “*Pricing Schedule*” of this Request for Proposal.

VI. EVALUATION and AWARD CRITERIA

A. EVALUATION CRITERIA:

Proposals shall be evaluated by James Madison University using the following criteria:

	<u>Points</u>
1. Quality of products/services offered and suitability for the intended purposes.	20
2. Qualifications and experience of Offeror in providing the goods/services.	30
3. Specific plans or methodology to be used to perform the services.	20
4. Participation of Small, Women-Owned and Minority (SWAM) Businesses	10
5. Cost	20
	<hr/> 100

- B. **AWARD TO MULTIPLE OFFERORS**: Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the agency shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. The Commonwealth reserves the right to make multiple awards as a result of this solicitation. The Commonwealth may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous. Should the Commonwealth determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.

VII. GENERAL TERMS AND CONDITIONS (Revised 8/18/15 ABS)

- A. **PURCHASING MANUAL**: This solicitation is subject to the provisions of the Commonwealth of Virginia's Purchasing Manual for Institutions of Higher Education and Their Vendors and any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual is available for review at the purchasing office. In addition, the manual may be accessed electronically at <http://www.jmu.edu/procurement> or a copy can be obtained by calling Procurement Services at (540) 568-3145.
- B. **APPLICABLE LAWS AND COURTS**: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Contractor shall comply with applicable federal, state and local laws and regulations.
- C. **ANTI-DISCRIMINATION**: By submitting their proposals, offerors certify to the Commonwealth that

they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and §10 of the Rules Governing Procurement, Chapter 2, Exhibit J, Attachment 1 (available for review at <http://www.jmu.edu/procurement>). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*§6 of the Rules Governing Procurement*)

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
 2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- D. ETHICS IN PUBLIC CONTRACTING: By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- E. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- F. DEBARMENT STATUS: By submitting their proposals, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- G. ANTITRUST: By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or

hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.

- H. MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS RFPs: Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.
- I. CLARIFICATION OF TERMS: If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.
- J. PAYMENT:

1. To Prime Contractor:

- a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Rules Governing Procurement, Chapter 2, Exhibit J, Attachment 1 § 53; available for review at <http://www.jmu.edu/procurement>*).

2. To Subcontractors:

- a. A contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
- b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.
3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.
4. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.
- K. PRECEDENCE OF TERMS: Paragraphs A through J of these General Terms and Conditions and the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and their Vendors, shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
- L. QUALIFICATIONS OF OFFERORS: The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the Commonwealth that such offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- M. TESTING AND INSPECTION: The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- N. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.
- O. CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the following ways:
 1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the

price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.

2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and their Vendors. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.
- P. DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.
- Q. INSURANCE: By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with § 25 of the Rules Governing Procurement – Chapter 2, Exhibit J, Attachment 1, and 65.2-800 et. Seq. of the Code of Virginia (available for review at <http://www.jmu.edu/procurement>). The offeror further certifies that the contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers' Compensation – Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirement under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.
2. Employer's Liability - \$100,000.
3. Commercial General Liability - \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
4. Automobile Liability - \$1,000,000 combined single limit. *(Required only if a motor vehicle not owned by the Commonwealth is to be used in the contract. Contractor must assure that the required coverage is maintained by the Contractor (or third party owner of such motor vehicle).)*

NOTE: In addition, various Professional Liability/Errors and Omissions coverages are required when soliciting those services as follows:

Profession/Service

Limits

Asbestos Design, Inspection or Abatement Contractors

\$1,000,000 per occurrence, \$3,000,000 aggregate

- R. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract over \$50,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site (www.eva.virginia.gov) for a minimum of 10 days.
- S. **DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

- T. **NONDISCRIMINATION OF CONTRACTORS:** An offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual

receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

- U. eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS: The eVA Internet electronic procurement solution, website portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet eprocurement solution by completing the free eVA Vendor Registration. All offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the proposal being rejected. Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:

Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:

- a. For orders issued July 1, 2014 and after, the Vendor Transaction Fee is:
 - (i) Department of Small Business and Supplier Diversity (SBSD)-certified Small Businesses: 1%, capped at \$500 per order.
 - (ii) Businesses that are not Department of Small Business and Supplier Diversity (SBSD)-certified Small Businesses: 1%, capped at \$1,500 per order.

For orders issued prior to July 1, 2014 the vendor transaction fees can be found at www.eVA.virginia.gov.

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, approximately 60 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.

- V. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the Commonwealth of Virginia shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- W. PRICING CURRENCY: Unless stated otherwise in the solicitation, offerors shall state offered prices in US dollars.
- X. E-VERIFY REQUIREMENT OF ANY CONTRACTOR: Any employer with more than an average of 50 employees for the previous 12 months entering into a contract in excess of \$50,000 with James Madison University to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to any awarded contract.

VIII. SPECIAL TERMS AND CONDITIONS

- A. AUDIT: The Contractor hereby agrees to retain all books, records, systems, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The Commonwealth of Virginia, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.

B. CANCELLATION OF CONTRACT: James Madison University reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

C. IDENTIFICATION OF PROPOSAL ENVELOPE: The signed proposal should be returned in a separate envelope or package, sealed and identified as follows:

From: _____

Name of Offeror	Due Date	Time
Street or Box No.	RFP Number	
City, State, Zip Code	RFP Title	

Name of Purchasing Officer: _____

The envelope should be addressed as directed on the title page of the solicitation.

The offeror takes the risk that if the envelope is not marked as described above, it may be inadvertently opened and the information compromised, which may cause the proposal to be disqualified. Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

D. LATE PROPOSALS: To be considered for selection, proposals must be received by the issuing office by the designated date and hour. The official time used in the receipt of proposals is that time on the automatic time stamp machine in the issuing office. Proposals received in the issuing office after the date and hour designated are automatically non-responsive and will not be considered. The University is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, or the intra university mail system. It is the sole responsibility of the Offeror to ensure that its proposal reaches the issuing office by the designated date and hour.

E. UNDERSTANDING OF REQUIREMENTS: It is the responsibility of each offeror to inquire about and clarify any requirements of this solicitation that is not understood. The University will not be bound by oral explanations as to the meaning of specifications or language contained in this solicitation. Therefore, all inquiries deemed to be substantive in nature must be in writing and submitted to the responsible buyer in the Procurement Services Office. Offerors must ensure that written inquiries reach the buyer at least five (5) days prior to the time set for receipt of offerors proposals. A copy of all queries and the respective response will be provided in the form of an addendum to all offerors who have indicated an interest in responding to this solicitation. Your signature on your Offer certifies that you fully understand all facets of this solicitation. These questions may be sent by Fax to 540/ 568-7936 or 540/568-7935.

F. RENEWAL OF CONTRACT: This contract may be renewed by the Commonwealth for a period of four (4) successive one year periods under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.

1. If the Commonwealth elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by no more than the percentage increase/decrease of the other services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
 2. If during any subsequent renewal periods, the Commonwealth elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the other services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
- G. SUBMISSION OF INVOICES: All invoices shall be submitted within sixty days of contract term expiration for the initial contract period as well as for each subsequent contract renewal period. Any invoices submitted after the sixty day period will not be processed for payment.
- H. OPERATING VEHICLES ON JAMES MADISON UNIVERSITY CAMPUS: Operating vehicles on sidewalks, plazas, and areas heavily used by pedestrians is prohibited. In the unlikely event a driver should find it necessary to drive on James Madison University sidewalks, plazas, and areas heavily used by pedestrians, the driver must yield to pedestrians. For a complete list of parking regulations, please go to www.jmu.edu/parking; or to acquire a service representative parking permit, contact Parking Services at 540.568.3300. The safety of our students, faculty and staff is of paramount importance to us. Accordingly, violators may be charged.
- I. COOPERATIVE PURCHASING / USE OF AGREEMENT BY THIRD PARTIES: It is the intent of this solicitation and resulting contract(s) to allow for cooperative procurement. Accordingly, any public body, *(to include government/state agencies, political subdivisions, etc.)*, cooperative purchasing organizations, public or private health or educational institutions or any University related foundation and affiliated corporations may access any resulting contract if authorized by the Contractor.

Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor(s), the resultant contract(s) will be extended to the entities indicated above to purchase goods and services in accordance with contract terms. As a separate contractual relationship, the participating entity will place its own orders directly with the Contractor(s) and shall fully and independently administer its use of the contract(s) to include contractual disputes, invoicing and payments without direct administration from the University. No modification of this contract or execution of a separate agreement is required to participate; however, the participating entity and the Contractor may modify the terms and conditions of this contract to accommodate specific governing laws, regulations, policies, and business goals required by the participating entity. Any such modification will apply solely between the participating entity and the Contractor.

The Contractor will notify the University in writing of any such entities accessing this contract. The Contractor will provide semi-annual usage reports for all entities accessing the contract. The University shall not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Contractor to extend the contract. It is understood and agreed that the University is not responsible for the acts or omissions of any entity and will not be considered in default of the contract no matter the circumstances.

Use of this contract(s) does not preclude any participating entity from using other contracts or competitive processes as needed.

J. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:

1. It is the goal of the Commonwealth that 42% of its purchases are made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All potential offerors are required to submit a Small Business Subcontracting Plan. Unless the offeror is registered as a Department of Small Business and Supplier Diversity (SBSD)-certified small business and where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to SBSD-certified small businesses. This shall not exclude SBSD-certified women-owned and minority-owned businesses when they have received SBSD small business certification. No offeror or subcontractor shall be considered a Small Business, a Women-Owned Business or a Minority-Owned Business unless certified as such by the Department of Small Business and Supplier Diversity (SBSD) by the due date for receipt of proposals. If small business subcontractors are used, the prime contractor agrees to report the use of small business subcontractors by providing the purchasing office at a minimum the following information: name of small business with the SBSD certification number or FEIN, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided. **This information shall be submitted to: JMU Office of Procurement Services, Attn: SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807.**
2. Each prime contractor who wins an award in which provision of a small business subcontracting plan is a condition of the award, shall deliver to the contracting agency or institution with every request for payment, evidence of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the small business subcontracting plan. **This information shall be submitted to: JMU Office of Procurement Services, SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807.** When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm with the Department of Small Business and Supplier Diversity (SBSD) certification number or FEIN number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product or service provided. Payment(s) may be withheld until compliance with the plan is received and confirmed by the agency or institution. The agency or institution reserves the right to pursue other appropriate remedies to include, but not be limited to, termination for default.
3. Each prime contractor who wins an award valued over \$200,000 shall deliver to the contracting agency or institution with every request for payment, information on use of subcontractors that are not Department of Small Business and Supplier Diversity (SBSD)-certified small businesses. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm, phone number, FEIN number, total dollar amount subcontracted, and type of product or service provided. **This information shall be submitted to: JMU Office of Procurement Services, Attn: SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807.**

- K. ADDITIONAL GOODS AND SERVICES: The University may acquire other goods or services that the supplier provides than those specifically solicited. The University reserves the right, subject to mutual agreement, for the Contractor to provide additional goods and/or services under the same pricing, terms, and conditions and to make modifications or enhancements to the existing goods and services. Such additional goods and services may include other products, components, accessories, subsystems, or related services that are newly introduced during the term of this Agreement. Such

additional goods and services will be provided to the University at favored nations pricing, terms, and conditions.

- L. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH: A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a public body shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.
- M. PUBLIC POSTING OF COOPERATIVE CONTRACTS: James Madison University maintains a web-based contracts database with a public gateway access. Any resulting cooperative contract/s to this solicitation will be posted to the publicly accessible website. Contents identified as proprietary information will not be made public,
- N. CRIMINAL BACKGROUND CHECKS OF PERSONNEL ASSIGNED BY CONTRACTOR TO PERFORM WORK ON JMU PROPERTY: The Contractor shall obtain criminal background checks on all of their contracted employees who will be assigned to perform services on James Madison University property. The results of the background checks will be directed solely to the Contractor. The Contractor bears responsibility for confirming to the University contract administrator that the background checks have been completed prior to work being performed by their employees or subcontractors. The Contractor shall only assign to work on the University campus those individuals whom it deems qualified and permissible based on the results of completed background checks. Notwithstanding any other provision herein, and to ensure the safety of students, faculty, staff and facilities, James Madison University reserves the right to approve or disapprove any contract employee that will work on JMU property. Disapproval by the University will solely apply to JMU property and should have no bearing on the Contractor's employment of an individual outside of James Madison University.
- O. INDEMNIFICATION: Contractor agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the contractor/any services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered.
- P. ADVERTISING In the event a contract is awarded for supplies, equipment, or services resulting from this proposal, no indication of such sales or services to James Madison University will be used in product literature or advertising without the express written consent of the University. The contractor shall not state in any of its advertising or product literature that James Madison University has purchased or uses any of its products or services, and the contractor shall not include James Madison University in any client list in advertising and promotional materials without the express written consent of the University.
- Q. ELECTRICAL EQUIPMENT STANDARDS: All equipment/material shall conform to the latest issue of all applicable standards as established by National Electrical Manufacturer's Association (NEMA), American National Standards Institute (ANSI), and Occupational Safety & Health Administration

(OSHA). All equipment and material, for which there are OSHA standards, shall bear an appropriate label of approval for use intended from a Nationally Recognized Testing Laboratory (NRTL).

- R. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.
- S. WORK SITE DAMAGES: Any damage to existing utilities, equipment, or finished surfaces resulting from the performance of this contract shall be repaired to the University's satisfaction at the Contractor's expense.
- T. KEYS: If the Contractor is given keys for projects resulting from this contract, it is the Contractor's responsibility to return the keys when the work is completed as well as for the safe-keeping of the keys during the work period. The Contractor shall not loan or duplicate the keys. In the event the Contractor loses the keys, they will be charged for the replacement of the keys and any locks which are rekeyed or replaced.
- U. STANDARDS OF CONDUCT: The work site will be occupied by students and University Personnel during the times work is performed. Contractor and Contractor's personnel shall exercise a particularly high level of discipline, safety and cooperation at all times while on the job site. The Contractor shall be responsible for controlling employee conduct, for assuring that its employees are not boisterous or rude, and assuring that they are not engaging in any destructive or criminal activity. The Contractor is also responsible for ensuring that its employees do not disturb papers on desks, or open desk drawers, cabinets, or briefcases, or use State phones, and the like, except as authorized.

IX. METHOD OF PAYMENT

The contractor will be paid on the basis of invoices submitted in accordance with the solicitation and any negotiations. James Madison University recognizes the importance of expediting the payment process for our vendors and suppliers. We are asking our vendors and suppliers to enroll in the Wells Fargo Bank single use Commercial Card Number process or electronic deposit (ACH) to your bank account so that future payments are made electronically. Contractors signed up for the Wells Fargo Bank single use Commercial Card Number process will receive the benefit of being paid in Net 15 days. Additional information is available online at: <http://www.jmu.edu/financeoffice/accounting-operations-disbursements/cash-investments/vendor-payment-methods.shtml>

X. PRICING SCHEDULE

The offeror shall provide pricing for all products and services included in proposal indicating one-time and on-going costs. The resulting contract will be cooperative and pricing shall be inclusive for the attached Zone Map, of which JMU falls within Zone 2.

Specify any associated charge card processing fees, if applicable, to be billed to the University.

Add additional rows as needed to list all rates and fees for labor and services offered. The categories listed below represent what the University considers a typical response "crew" for reference purposes. Please note any differences to the typical crews noted below based on your firm's offering.

PRICING SCHEDULE BY ZONE									
Regular Time Labor Rates (7:30 AM – 4:00 PM Monday – Friday)*									
Service	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6	Zone 7	Zone 8	Zone 9
HVAC System Cleaning Crew 2-persons, includes supervisor, helper, tools, & equipment (1-2 HEPA vacuums, 1 HEPA air scrubber, 1 HEPA negative air machine, 1 viper system, and 1 air compressor)									
Air Handling Unit & Coil Cleaning Crew 2 persons, includes supervisor, helper, tools, & equipment (1-2 HEPA vacuums, 1 HEPA air scrubber, 1 HEPA negative air machine, 1 viper system, 1 Cold Water Pressure Washer or Coil Cleaning Maching, 1 wet/dry vacuum, and 1 air compressor)									
HVAC Inspector/Ventilation Auditor									
Project Manager for Multiple Crews									
Overtime/Emergency Labor Rates (Outside of Regular Time working hours)*									
HVAC System Cleaning Crew 2-persons, includes supervisor, helper, tools, & equipment (1-2 HEPA vacuums, 1 HEPA air scrubber, 1 HEPA negative air machine, 1 viper system, and 1 air compressor)									
Air Handling Unit & Coil Cleaning Crew 2 persons, includes supervisor, helper, tools, & equipment (1-2 HEPA vacuums, 1 HEPA air scrubber, 1 HEPA negative air machine, 1 viper system, 1 Cold Water Pressure Washer or Coil Cleaning Maching, 1 wet/dry vacuum, and 1 air compressor)									
HVAC Inspector/Ventilation Auditor									
Project Manager for Multiple Crews									
Equipment and Materials									
<i>Price/Unit</i>									

Other Fees	
Charge Card Processing Fees:	%

XI. ATTACHMENTS

Attachment A: Offeror Data Sheet

Attachment B: Small, Women and Minority-owned Businesses (SWaM) Utilization Plan

Attachment C: Standard Contract Sample

Attachment D: Zone Map

ATTACHMENT A

OFFEROR DATA SHEET

TO BE COMPLETED BY OFFEROR

1. QUALIFICATIONS OF OFFEROR: Offerors must have the capability and capacity in all respects to fully satisfy the contractual requirements.
2. YEARS IN BUSINESS: Indicate the length of time you have been in business providing these types of goods and services.

Years_____ Months_____

3. REFERENCES: Indicate below a listing of at least five (5) organizations, either commercial or governmental/educational, that your agency is servicing. Include the name and address of the person the purchasing agency has your permission to contact.

CLIENT	LENGTH OF SERVICE	ADDRESS	CONTACT PERSON/PHONE #
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

4. List full names and addresses of Offeror and any branch offices which may be responsible for administering the contract.

5. RELATIONSHIP WITH THE COMMONWEALTH OF VIRGINIA: Is any member of the firm an employee of the Commonwealth of Virginia who has a personal interest in this contract pursuant to the [CODE OF VIRGINIA](#), SECTION 2.2-3100 – 3131?

[☐] YES [☐] NO

IF YES, EXPLAIN: _____

ATTACHMENT B

Small, Women and Minority-owned Businesses (SWaM) Utilization Plan

Offeror Name: _____ Preparer Name: _____

Date: _____

Is your firm a **Small Business Enterprise** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes _____ No _____

If yes, certification number: _____ Certification date: _____

Is your firm a **Woman-owned Business Enterprise** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes _____ No _____

If yes, certification number: _____ Certification date: _____

Is your firm a **Minority-Owned Business Enterprise** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes _____ No _____

If yes, certification number: _____ Certification date: _____

Is your firm a **Micro Business** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes _____ No _____

If yes, certification number: _____ Certification date: _____

Instructions: *Populate the table below to show your firm's plans for utilization of small, women-owned and minority-owned business enterprises in the performance of the contract. Describe plans to utilize SWAMs businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc.*

Small Business: "Small business " means a business, independently owned or operated by one or more persons who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, which, together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years.

Woman-Owned Business Enterprise: A business concern which is at least 51 percent owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership or limited liability company or other entity, at least 51 percent of the equity ownership interest in which is owned by one or more women, and whose management and daily business operations are controlled by one or more of such individuals. **For purposes of the SWAM Program, all certified women-owned businesses are also a small business enterprise.**

Minority-Owned Business Enterprise: A business concern which is at least 51 percent owned by one or more minorities or in the case of a corporation, partnership or limited liability company or other entity, at least 51 percent of the equity ownership interest in which is owned by one or more minorities and whose management and daily business operations are controlled by one or more of such individuals. **For purposes of the SWAM Program, all certified minority-owned businesses are also a small business enterprise.**

Micro Business is a certified Small Business under the SWaM Program and has no more than twenty-five (25) employees AND no more than \$3 million in average annual revenue over the three-year period prior to their certification.

All small, women, and minority owned businesses must be certified by the Commonwealth of Virginia Department of Small Business and Supplier Diversity (SBSD) to be counted in the SWAM program. Certification applications are available through SBSD at 800-223-0671 in Virginia, 804-786-6585 outside Virginia, or online at <http://www.sbsd.virginia.gov/> (Customer Service).

RETURN OF THIS PAGE IS REQUIRED

ATTACHMENT B (CNT'D)

Small, Women and Minority-owned Businesses (SWaM) Utilization Plan

Procurement Name and Number: _____
 Listing of Sub-Contractors, to include, Small, Woman Owned and Minority Owned Businesses
 for this Proposal and Subsequent Contract

 Date Form Completed

Offeror / Proposer:

 Firm

 Address

 Contact Person/No.

Sub-Contractor's Name and Address	Contact Person & Phone Number	SBSD Certification Number	Services or Materials Provided	Total Subcontractor Contract Amount (to include change orders)	Total Dollars Paid Subcontractor to date (to be submitted with request for payment from JMU)

(Form shall be submitted with proposal and if awarded, again with submission of each request for payment)

RETURN OF THIS PAGE IS REQUIRED

ATTACHMENT C



**COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT**

Contract No. _____

This contract entered into this _____ day of _____, 20____, by _____ hereinafter called the "Contractor" and Commonwealth of Virginia, James Madison University called the "Purchasing Agency".

WITNESSETH that the Contractor and the Purchasing Agency, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF CONTRACT: The Contractor shall provide the services to the Purchasing Agency as set forth in the Contract Documents.

PERIOD OF PERFORMANCE: From _____ through _____

The contract documents shall consist of:

- (1) This signed form;
- (2) The following portions of the Request for Proposals dated _____:
 - (a) The Statement of Needs,
 - (b) The General Terms and Conditions,
 - (c) The Special Terms and Conditions together with any negotiated modifications of those Special Conditions;
 - (d) List each addendum that may be issued
- (3) The Contractor's Proposal dated _____ and the following negotiated modification to the Proposal, all of which documents are incorporated herein.
 - (a) Negotiations summary dated _____.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

CONTRACTOR:

PURCHASING AGENCY:

By: _____
(Signature)

By: _____
(Signature)

(Printed Name)

(Printed Name)

Title: _____

Title: _____

ATTACHMENT D

Zone Map



Virginia Association of State College & University Purchasing Professionals (VASCUPP)

List of member institutions by zones

Zone 1

George Mason University (Fairfax)

Zone 4

University of Mary Washington (Fredericksburg)

Zone 7

Longwood University (Farmville)

Zone 2

James Madison University (Harrisonburg)

Zone 5

College of William and Mary (Williamsburg)

Old Dominion University (Norfolk)

Zone 8

Virginia Military Institute (Lexington)

Virginia Tech (Blacksburg)

Radford University (Radford)

Zone 3

University of Virginia (Charlottesville)

Zone 6

Virginia Commonwealth University (Richmond)

Zone 9

University of Virginia - Wise (Wise)

**CONTRACT RENEWAL LETTER**

Date: September 04, 2018
Contract #: UCPJMU5003
Service: Duct and Exhaust Cleaning
Renewal Period: September 25, 2018 to September 24, 2019
Renewal #: 1 of 4 One-Year
Issued By: James Madison University
 Michael Morrison, Buyer Senior Ph: 540-568-6181
 Fx: 540-568-7935

Contractor: Stanley Steemer
 Attn: Jason Fender
 120 Bayne Ave., SW
 Salem, VA 24153 Ph: 540-380-3662

Contract Administrator: Kenneth Fox, Facilities Management

Description of Renewal Notice:

In accordance with the renewal provision of the original contract all terms, conditions, and specifications of the original contract remain the same during the contract renewal period, along with any modifications that have been incorporated up until this point. The contract pricing will remain the same and is attached to this renewal.

All invoices shall be submitted within sixty days of contract renewal term expiration as well as for each subsequent contract renewal period. Any invoices submitted after the sixty day period will not be processed for payment.

Return one executed renewal notice to my attention within ten days.

Stanley Steemer**By:**

Jason Fender

Name (print)

Vice President

Title

09/05/18
Date Signed**James Madison University****By:** Michael Morrison

Michael Morrison, MS, VCCO, CUPO

Name (print)

Buyer Senior

Title

9/3/2018
Date Signed



Renewal #1

Contract #: UCPJMU5003
Contractor: Stanley Steemer
Renewal Period: 9/25/2018 - 9/24/2019
Commodity: Duct and Exhaust Cleaning

Pricing Schedule

PRICING SCHEDULE BY ZONE									
Regular Time Labor Rates (7:30 AM – 4:00 PM Monday – Friday)*									
Service	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6	Zone 7	Zone 8	Zone 9
HVAC System Cleaning Crew 2-persons, includes supervisor, helper, tools, & equipment (1-2 HEPA vacuums, 1 HEPA air scrubber, 1 HEPA negative air machine, 1 viper system, and 1 air compressor)/hour	138.00	125.00	125.00	138.00	138.00	138.00	125.00	125.00	125.00
Air Handling Unit & Coil Cleaning Crew 2 persons, includes supervisor, helper, tools, & equipment (1-2 HEPA vacuums, 1 HEPA air scrubber, 1 HEPA negative air machine, 1 viper system, 1 Cold Water Pressure Washer or Coil Cleaning Maching, 1 wet/dry vacuum, and 1 air compressor)/hour	138.00	125.00	125.00	138.00	138.00	138.00	125.00	125.00	125.00
HVAC Inspector/Ventilation Auditor/hour	88.00	80.00	80.00	88.00	88.00	88.00	80.00	80.00	80.00
Project Manager for Multiple Crews/hour	66.00	60.00	60.00	66.00	66.00	66.00	60.00	60.00	60.00



Renewal #1

Overtime/Emergency Labor Rates (Outside of Regular Time working hours)*									
HVAC System Cleaning Crew 2-persons, includes supervisor, helper, tools, & equipment (1-2 HEPA vacuums, 1 HEPA air scrubber, 1 HEPA negative air machine, 1 viper system, and 1 air compressor) /hour	215.00	195.00	195.00	215.00	215.00	215.00	195.00	195.00	195.00
Air Handling Unit & Coil Cleaning Crew 2 persons, includes supervisor, helper, tools, & equipment (1-2 HEPA vacuums, 1 HEPA air scrubber, 1 HEPA negative air machine, 1 viper system, 1 Cold Water Pressure Washer or Coil Cleaning Maching, 1 wet/dry vacuum, and 1 air compressor) /hour	215.00	195.00	195.00	215.00	215.00	215.00	195.00	195.00	195.00
HVAC Inspector/Ventilation Auditor/hour	110.00	100.00	100.00	110.00	110.00	110.00	100.00	100.00	100.00
Project Manager for Multiple Crews/hour	94.00	85.00	85.00	94.00	94.00	94.00	85.00	85.00	85.00
Equipment and Materials									
<i>Price/Unit</i>	At Cost	At Cost	At Cost	At Cost	At Cost	At Cost	At Cost	At Cost	At Cost

Other Fees

Charge Card Processing Fees:	0 %
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CONTRACT RENEWAL LETTER

Date: August 23, 2019
Contract #: UCPJMU5003
Service: Duct and Exhaust Cleaning
Renewal Period: September 25, 2019 to September 24, 2020
Renewal #: 2 of 4 One-Year
Issued By: James Madison University
Michael Morrison, Buyer Senior Ph: 540-568-6181
Contractor: Stanley Steemer
Attn: Jason Fender
120 Bayne Ave., SW
Salem, VA 24153 Ph: 540-380-3662
Contract Administrator: Kenneth Fox, Facilities Management

Description of Renewal Notice:

In accordance with the renewal provision of the original contract all terms, conditions, and specifications of the original contract remain the same during the contract renewal period, along with any modifications that have been incorporated up until this point. The contract pricing will remain the same and is attached to this renewal.

All invoices shall be submitted within sixty days of contract renewal term expiration as well as for each subsequent contract renewal period. Any invoices submitted after the sixty day period will not be processed for payment.

Return one executed renewal notice to my attention within ten days.

Stanley Steemer

By:

Jason Fender

Name (print)

Vice President

Title

08/26/19

Date Signed

James Madison University

By:

Michael Morrison, MS, VCCO, CUPO

Name (print)

Buyer Senior

Title

8/23/19

Date Signed



Renewal #2

Contract #: UCPJMU5003**Contractor:** Stanley Steemer**Renewal Period:** 9/25/2019 - 9/24/2020**Commodity:** Duct and Exhaust Cleaning**Pricing Schedule**

PRICING SCHEDULE BY ZONE									
Regular Time Labor Rates (7:30 AM – 4:00 PM Monday – Friday)*									
Service	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6	Zone 7	Zone 8	Zone 9
HVAC System Cleaning Crew 2-persons, includes supervisor, helper, tools, & equipment (1-2 HEPA vacuums, 1 HEPA air scrubber, 1 HEPA negative air machine, 1 viper system, and 1 air compressor)/hour	138.00	125.00	125.00	138.00	138.00	138.00	125.00	125.00	125.00
Air Handling Unit & Coil Cleaning Crew 2 persons, includes supervisor, helper, tools, & equipment (1-2 HEPA vacuums, 1 HEPA air scrubber, 1 HEPA negative air machine, 1 viper system, 1 Cold Water Pressure Washer or Coil Cleaning Maching, 1 wet/dry vacuum, and 1 air compressor)/hour	138.00	125.00	125.00	138.00	138.00	138.00	125.00	125.00	125.00
HVAC Inspector/Ventilation Auditor/hour	88.00	80.00	80.00	88.00	88.00	88.00	80.00	80.00	80.00
Project Manager for Multiple Crews/hour	66.00	60.00	60.00	66.00	66.00	66.00	60.00	60.00	60.00



Renewal #2

Overtime/Emergency Labor Rates (Outside of Regular Time working hours)*									
HVAC System Cleaning Crew 2-persons, includes supervisor, helper, tools, & equipment (1-2 HEPA vacuums, 1 HEPA air scrubber, 1 HEPA negative air machine, 1 viper system, and 1 air compressor) /hour	215.00	195.00	195.00	215.00	215.00	215.00	195.00	195.00	195.00
Air Handling Unit & Coil Cleaning Crew 2 persons, includes supervisor, helper, tools, & equipment (1-2 HEPA vacuums, 1 HEPA air scrubber, 1 HEPA negative air machine, 1 viper system, 1 Cold Water Pressure Washer or Coil Cleaning Maching, 1 wet/dry vacuum, and 1 air compressor) /hour	215.00	195.00	195.00	215.00	215.00	215.00	195.00	195.00	195.00
HVAC Inspector/Ventilation Auditor/hour	110.00	100.00	100.00	110.00	110.00	110.00	100.00	100.00	100.00
Project Manager for Multiple Crews/hour	94.00	85.00	85.00	94.00	94.00	94.00	85.00	85.00	85.00
Equipment and Materials									
<i>Price/Unit</i>	At Cost	At Cost	At Cost	At Cost	At Cost	At Cost	At Cost	At Cost	At Cost

Other Fees	
Charge Card Processing Fees:	0 %



CONTRACT RENEWAL LETTER

Date: June 15, 2020
Contract #: UCPJMU5003
Service: Duct and Exhaust Cleaning
Renewal Period: 9/25/2020 to 9/24/2021
Renewal #: 3 of 4 One-Year
Issued By: James Madison University
 Michael Morrison, Buyer Senior Ph: 540-568-6181
 Fx: 540-568-7935

Contractor: Stanley Steemer
 Attn: Jason Fender
 120 Bayne Ave., SW
 Salem, VA 24153 Ph: (540) 380-3662

Contract Administrator: Kenneth Fox, Facilities Management

Description of Renewal Notice:

In accordance with the renewal provision of the original contract all terms, conditions, and specifications of the original contract remain the same during the contract renewal period, along with any modifications that have been incorporated up until this point. The contract pricing will remain the same and is attached to this renewal.

All invoices shall be submitted within sixty days of contract renewal term expiration as well as for each subsequent contract renewal period. Any invoices submitted after the sixty day period will not be processed for payment.

Return one executed renewal notice to my attention within ten days.

Stanley Steemer

By:

Jason Fender

Name (print)

Vice President

Title

06/15/20
Date Signed

James Madison University

By:

Michael Morrison, MS, VCCO, CUPO

Name (print)

Buyer Senior

Title

06/15/2020

Date Signed



Renewal #3

Contract #: UCPJMU5003
Contractor: Stanley Steemer
Renewal Period: 9/25/2020 - 9/24/2021
Commodity: Duct and Exhaust Cleaning

Pricing Schedule

PRICING SCHEDULE BY ZONE									
Regular Time Labor Rates (7:30 AM – 4:00 PM Monday – Friday)*									
Service	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6	Zone 7	Zone 8	Zone 9
HVAC System Cleaning Crew 2-persons, includes supervisor, helper, tools, & equipment (1-2 HEPA vacuums, 1 HEPA air scrubber, 1 HEPA negative air machine, 1 viper system, and 1 air compressor)/hour	138.00	125.00	125.00	138.00	138.00	138.00	125.00	125.00	125.00
Air Handling Unit & Coil Cleaning Crew 2 persons, includes supervisor, helper, tools, & equipment (1-2 HEPA vacuums, 1 HEPA air scrubber, 1 HEPA negative air machine, 1 viper system, 1 Cold Water Pressure Washer or Coil Cleaning Maching, 1 wet/dry vacuum, and 1 air compressor)/hour	138.00	125.00	125.00	138.00	138.00	138.00	125.00	125.00	125.00
HVAC Inspector/Ventilation Auditor/hour	88.00	80.00	80.00	88.00	88.00	88.00	80.00	80.00	80.00
Project Manager for Multiple Crews/hour	66.00	60.00	60.00	66.00	66.00	66.00	60.00	60.00	60.00



Renewal #3

Overtime/Emergency Labor Rates (Outside of Regular Time working hours)*									
HVAC System Cleaning Crew 2-persons, includes supervisor, helper, tools, & equipment (1-2 HEPA vacuums, 1 HEPA air scrubber, 1 HEPA negative air machine, 1 viper system, and 1 air compressor) /hour	215.00	195.00	195.00	215.00	215.00	215.00	195.00	195.00	195.00
Air Handling Unit & Coil Cleaning Crew 2 persons, includes supervisor, helper, tools, & equipment (1-2 HEPA vacuums, 1 HEPA air scrubber, 1 HEPA negative air machine, 1 viper system, 1 Cold Water Pressure Washer or Coil Cleaning Maching, 1 wet/dry vacuum, and 1 air compressor) /hour	215.00	195.00	195.00	215.00	215.00	215.00	195.00	195.00	195.00
HVAC Inspector/Ventilation Auditor/hour	110.00	100.00	100.00	110.00	110.00	110.00	100.00	100.00	100.00
Project Manager for Multiple Crews/hour	94.00	85.00	85.00	94.00	94.00	94.00	85.00	85.00	85.00
Equipment and Materials									
Price/Unit	At Cost	At Cost	At Cost	At Cost	At Cost	At Cost	At Cost	At Cost	At Cost
Other Fees									
Charge Card Processing Fees:		0 %							

FLUVANNA COUNTY BOARD OF SUPERVISORS

BCC APPOINTMENTS STAFF REPORT

MEETING DATE:	November 4, 2020			
AGENDA TITLE:	Board, Commission, and Committee Appointments			
MOTION:	I move the Board of Supervisors approve the following Board, Commission, or Committee appointment(s):			
Board/Commission/Committee		Appointees	Begins Term	Ends Term
Economic Development Authority (EDA) At-Large			11/4/2020	6/30/2022
Community Planning and Management Team (CPMT) - Vendor Representative			11/4/2020	11/3/2021

BCC VACANCIES AND APPLICANTS				
BCC Vacancies	Applicants	Appt	District	Current BCC Appointments / Other Notes
Economic Development Authority (EDA) At-Large	Angela Chainer	Appt	Columbia	Current member of EDTAC
Economic Development Authority (EDA) At-Large	Lorretta Johnson-Morgan	Appt	Columbia	
Economic Development Authority (EDA) At-Large	Brian J. Miller	Appt	Palmyra	
Community Planning and Management Team (CPMT) – Vendor Representative	Cassandra Winfrey	Appt	Palmyra	
Community Planning and Management Team (CPMT) – Vendor Representative	Andre Key	Appt	Rivanna	
DISCUSSION:	<ul style="list-style-type: none"> - The EDA vacancy is an unexpired term that began January 1, 2020 and ends June 30, 2022. - The Community Planning and Management Team (CPMT) reviewed all active applications, including meeting with each applicant. CPMT approved, during their meeting on 10/27/2020, to recommend Cassandra Winfrey be appointed as Vendor Representative. 			
ENCLOSURES:	Candidate Applications			



APPLICATION TO SERVE ON BOARDS/COMMISSION/COMMITTEES

County of Fluvanna

Name: Angela Chainer		Election <input type="checkbox"/> Columbia <input checked="" type="checkbox"/> Cunningham <input type="checkbox"/> Fork Union District: <input type="checkbox"/> Palmyra <input type="checkbox"/> Rivanna <input type="checkbox"/> Other	
Mailing Address (including City, State, & ZIP) 604 Troy Heights Lane Troy, VA 22974		Physical Address (if different)	
Years Lived in Fluvanna 1	Cell Phone – preferred? (561) 246-2010	Home Phone – preferred?	Email angelac1107@hotmail.com
EXPERIENCE/PROFESSIONAL EXPERTISE/EDUCATION (Please provide dates of education and experience.): Former Police Services Manager and Supervisor - Detective Division and Patrol/911 Emergency Services High School Diploma, EMT Certification (Community College), Extensive Trade Specific Training Former Law Enforcement Mentor, Advisor, Instructor - Embedded with United Nations Peacekeeping-Forces in post-war Yugoslavia (Bosnia) Director, Police Development Programs - U.S. Embassy's in Kabul Afghanistan and Port-au-Prince Haiti Extensive Trade Specific Training (Program Management, Contract Management) Program Manager DECO, Inc. - Global Antiterrorism Assistance. Client: U.S. State Department, Bureau of Diplomatic Security Owner - Firefly Farm, LLC			
CURRENT OR PRIOR SERVICE ON BOARDS/COMMISSIONS/OR COMMITTEES: Appointed to serve on Spotsylvania County's Agricultural/Forestry District Review Committee September 2016. Relocation to Fluvanna County required resignation.			
CIVIC ACTIVITIES AND MEMBERSHIPS (Roles with fraternal, business, church, or social groups – please provide dates): Fluvanna Leadership Development Program, Class 17			
REASON(S) FOR WANTING TO SERVE FLUVANNA COUNTY: Fluvanna will be my home for the rest of my life. I have spent decades in public service and although I am retired I would like to continue my lifelong dedication to community.			
Applicants are considered as vacancies occur and your application will be kept on file for three years. Fluvanna County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provision of services. Submit by email (clerk@fluvannacounty.org) or mail to: Clerk, Board of Supervisors, PO Box 540, Palmyra, VA 22963 By signing below you are indicating that you have read and understand the attached Fluvanna County BCC Attendance Policy and that you agree to abide by the Bylaws of any Board, Commission, or Committee to which you may be appointed.			
Applicant's Signature (Typing name below serves as digital signature) Angela Chainer (from file)		Date 10/31/2019	

PLEASE INDICATE BELOW ANY BOARDS, COMMISSIONS, OR COMMITTEES ON WHICH YOU WISH TO SERVE.

X	Board, Commission, Committee
x	Agricultural/Forestral District Advisory Committee
x	Audit Committee
	Board of Equalization (BOE)
	Board of Zoning Appeals (BZA)
	Building Code of Appeals Board
	Central Virginia Regional Jail (CVRJ) Authority
	Columbia Task Force (CARE)
	Community Policy & Management Team (CPMT)
x	Economic Development Authority (EDA)
x	Economic Develop. & Tourism Advisory Council (EDTAC)
	Family Assessment and Planning Team (FAPT)
x	Finance Board
	Fluvanna Partnership for Aging Committee
	Fork Union Sanitary District (FUSD) Advisory Committee
	James River Water Authority (JRWA)
	JAUNT Board

X	Board, Commission, Committee (cont.)
	Jefferson Area Board of Aging (JABA) Advisory Council
	Jefferson Area Board of Aging (JABA) Board of Directors
	Library Board of Trustees
	Monticello Area Community Action Agency (MACAA)
	Palmyra Area Revitalization Committee (PARC)
	Parks & Recreation Advisory Board
	Piedmont Virginia Community College (PVCC) Board
x	Planning Commission
	Region Ten Community Services Board
x	Rivanna River Basin Commission
	Social Services Board
x	Thomas Jefferson Planning District Commission (TJPD)
X	Thomas Jefferson Water Resources Protection Foundation
	Youth Advisory Council (YAC)
	OTHER:

Fluvanna County Board, Committee, and Commission Attendance Policy

(Approved June 17, 2015)

1. BCC members shall attend at least two-thirds of all scheduled meetings in each calendar year while serving.
2. The Chairperson of the board, commission, or committee shall notify the Clerk to the Board of Supervisors of any absences exceeding this policy.
3. The Clerk shall report these findings to the Board of Supervisors, typically in closed session.
4. Appointees who do not meet the attendance requirement without a valid reason(s) may be deemed to have rendered an implied resignation of that appointment.
5. The Board may choose to accept the resignation and appoint another person to fill the appointed position. The Board may also override the implied resignation and extend the appointment, if extenuating circumstances so dictate.
6. This requirement shall apply to all boards, commissions, or committees listed on the attached application form, provided however, that if State or County Ordinance addresses attendance requirements in an alternative manner, such law shall prevail.

Office Use Only		
Application Received On:	10/31/2019	Application Received By: Caitlin Solis
Acknowledgement Sent:	10/31/2019	
Renewal Date:		Remarks:
Renewal Date:		
Renewal Date:		
Renewal Date:		



APPLICATION TO SERVE ON BOARDS/COMMISSION/COMMITTEES

County of Fluvanna

Name: Loretta Johnson-Morgan		Election <input checked="" type="checkbox"/> Columbia <input type="checkbox"/> Cunningham <input type="checkbox"/> Fork Union District: <input type="checkbox"/> Palmyra <input type="checkbox"/> Rivanna <input type="checkbox"/> Other	
Mailing Address (including City, State, & ZIP) 18 Lake Road, Troy, VA 22974		Physical Address (if different)	
Years Lived in Fluvanna 56	Cell Phone – preferred? 434-987-1938	Home Phone – preferred? 434-591-0435	Email retta@virginia.edu
EXPERIENCE/PROFESSIONAL EXPERTISE/EDUCATION (Please provide dates of education and experience.): Computer Software Engineer - UVA 35 years Degree in Computer Software - 1992 - 1996 High School Diploma - Fluvanna County High School 1983 Leadership Development Program - 2018/2019			
CURRENT OR PRIOR SERVICE ON BOARDS/COMMISSIONS/OR COMMITTEES:			
CIVIC ACTIVITIES AND MEMBERSHIPS (Roles with fraternal, business, church, or social groups – please provide dates): Columbia Baptist Church - present Fluvanna NAACP - present Sheriff Office Volunteers in Police Service - present Fluvanna Leaders for Race & Diversity - present President of Fluvanna Sheriff Office Foundation - present Leadership Development Program			
REASON(S) FOR WANTING TO SERVE FLUVANNA COUNTY: I believe I have the skills and knowledge to help the citizens of Fluvanna County in a positive way. Resume, education, etc. (optional): Boards, Commissions, Committees: Economic Development Authority (EDA)			
Applicants are considered as vacancies occur and your application will be kept on file for three years. Fluvanna County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provision of services. Submit by email (clerk@fluvannacounty.org) or mail to: Clerk, Board of Supervisors, PO Box 540, Palmyra, VA 22963 By signing below you are indicating that you have read and understand the attached Fluvanna County BCC Attendance Policy and that you agree to abide by the Bylaws of any Board, Commission, or Committee to which you may be appointed.			
Applicant's Signature <i>(Typing name below serves as digital signature)</i>		Date 10-20-2020	

PLEASE INDICATE BELOW THE BOARDS, COMMISSIONS, OR COMMITTEES ON WHICH YOU WISH TO SERVE.

X	Board, Commission, Committee
	Agricultural/Forestral District Advisory Committee
	Board of Equalization (BOE)
	Board of Zoning Appeals (BZA)
	Building Code of Appeals Board
	Central Virginia Regional Jail (CVRJ) Authority
	Columbia Task Force (CARE)
	Community Policy & Management Team (CPMT)
x	Economic Development Authority (EDA)
	Economic Develop. & Tourism Advisory Council (EDTAC)
	Family Assessment and Planning Team (FAPT)
	Finance Board
	Fluvanna Partnership for Aging Committee (FPA)
	Fork Union Sanitary District (FUSD) Advisory Committee
	James River Water Authority (JRWA)
	JAUNT Board

X	Board, Commission, Committee (cont.)
	Jefferson Area Board of Aging (JABA) Advisory Council
	Jefferson Area Board of Aging (JABA) Board of Directors
	Library Board of Trustees
	Monticello Area Community Action Agency (MACAA)
	Palmyra Area Revitalization Committee (PARC)
	Parks & Recreation Advisory Board (RAB)
	Piedmont Virginia Community College (PVCC) Board
	Planning Commission
	Region Ten Community Services Board
	Rivanna River Basin Commission
	Social Services Board
	Thomas Jefferson Planning District Commission (TJPDC)
	Thomas Jefferson Water Resources Protection Foundation
	Youth Advisory Council (YAC)
	OTHER:

Fluvanna County Board, Committee, and Commission Attendance Policy

(Approved June 17, 2015)

1. BCC members shall attend at least two-thirds of all scheduled meetings in each calendar year while serving.
2. The Chairperson of the board, commission, or committee shall notify the Clerk to the Board of Supervisors of any absences exceeding this policy.
3. The Clerk shall report these findings to the Board of Supervisors, typically in closed session.
4. Appointees who do not meet the attendance requirement without a valid reason(s) may be deemed to have rendered an implied resignation of that appointment.
5. The Board may choose to accept the resignation and appoint another person to fill the appointed position. The Board may also override the implied resignation and extend the appointment, if extenuating circumstances so dictate.
6. This requirement shall apply to all boards, commissions, or committees listed on the attached application form, provided however, that if State or County Ordinance addresses attendance requirements in an alternative manner, such law shall prevail.

Office Use Only		
Application Received On:	10/22/2020	Application Received By:
Acknowledgement Sent:		
Renewal Date:		Remarks:
Renewal Date:		
Renewal Date:		
Renewal Date:		



APPLICATION TO SERVE ON BOARDS/COMMISSION/COMMITTEES

County of Fluvanna

Name: Brian J. Miller		Election <input type="checkbox"/> Columbia <input type="checkbox"/> Cunningham <input type="checkbox"/> Fork Union District: <input checked="" type="checkbox"/> Palmyra <input type="checkbox"/> Rivanna <input type="checkbox"/> Other	
Mailing Address (including City, State, & ZIP) 122 Carriage Hill Road, Palmyra, VA 22963		Physical Address (if different)	
Years Lived in Fluvanna 9	Cell Phone – preferred? 434-227-3836	Home Phone – preferred?	Email bmillerrbg@gmail.com
EXPERIENCE/PROFESSIONAL EXPERTISE/EDUCATION (Please provide dates of education and experience.): Graduate of Fluvanna Leadership Development Program 2015 - BS Criminal Justice Administration/Management 2008-Current - Law Enforcement Officer (Virginia Beach Sheriff's Dept, University of Virginia Police Dept, Albemarle County Police Dept).			
CURRENT OR PRIOR SERVICE ON BOARDS/COMMISSIONS/OR COMMITTEES:			
CIVIC ACTIVITIES AND MEMBERSHIPS (Roles with fraternal, business, church, or social groups – please provide dates): 2008-Current - Calvary Chapel Fluvanna 2019-Current - Lake Monticello Volunteer Rescue Squad			
REASON(S) FOR WANTING TO SERVE FLUVANNA COUNTY: Serve the County, be a part of the decision making process for county improvements. Increase and help current and future business development & growth in Fluvanna			
Applicants are considered as vacancies occur and your application will be kept on file for three years. Fluvanna County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provision of services. Submit by email (clerk@fluvannacounty.org) or mail to: Clerk, Board of Supervisors, PO Box 540, Palmyra, VA 22963 By signing below you are indicating that you have read and understand the attached Fluvanna County BCC Attendance Policy and that you agree to abide by the Bylaws of any Board, Commission, or Committee to which you may be appointed.			
Applicant's Signature <i>(Typing name below serves as digital signature)</i>		Date	

PLEASE INDICATE BELOW THE BOARDS, COMMISSIONS, OR COMMITTEES ON WHICH YOU WISH TO SERVE.

X	Board, Commission, Committee
	Agricultural/Forestral District Advisory Committee
	Board of Equalization (BOE)
	Board of Zoning Appeals (BZA)
	Building Code of Appeals Board
	Central Virginia Regional Jail (CVRJ) Authority
	Columbia Task Force (CARE)
	Community Policy & Management Team (CPMT)
x	Economic Development Authority (EDA)
X	Economic Develop. & Tourism Advisory Council (EDTAC)
	Family Assessment and Planning Team (FAPT)
	Finance Board
	Fluvanna Partnership for Aging Committee (FPA)
	Fork Union Sanitary District (FUSD) Advisory Committee
	James River Water Authority (JRWA)
	JAUNT Board

X	Board, Commission, Committee (cont.)
	Jefferson Area Board of Aging (JABA) Advisory Council
	Jefferson Area Board of Aging (JABA) Board of Directors
	Library Board of Trustees
	Monticello Area Community Action Agency (MACAA)
	Palmyra Area Revitalization Committee (PARC)
	Parks & Recreation Advisory Board (RAB)
	Piedmont Virginia Community College (PVCC) Board
x	Planning Commission
	Region Ten Community Services Board
	Rivanna River Basin Commission
	Social Services Board
	Thomas Jefferson Planning District Commission (TJPDC)
	Thomas Jefferson Water Resources Protection Foundation
	Youth Advisory Council (YAC)
	OTHER:

Fluvanna County Board, Committee, and Commission Attendance Policy

(Approved June 17, 2015)

1. BCC members shall attend at least two-thirds of all scheduled meetings in each calendar year while serving.
2. The Chairperson of the board, commission, or committee shall notify the Clerk to the Board of Supervisors of any absences exceeding this policy.
3. The Clerk shall report these findings to the Board of Supervisors, typically in closed session.
4. Appointees who do not meet the attendance requirement without a valid reason(s) may be deemed to have rendered an implied resignation of that appointment.
5. The Board may choose to accept the resignation and appoint another person to fill the appointed position. The Board may also override the implied resignation and extend the appointment, if extenuating circumstances so dictate.
6. This requirement shall apply to all boards, commissions, or committees listed on the attached application form, provided however, that if State or County Ordinance addresses attendance requirements in an alternative manner, such law shall prevail.

Office Use Only		
Application Received On:	10/22/2020	Application Received By:
Acknowledgement Sent:		
Renewal Date:		Remarks:
Renewal Date:		
Renewal Date:		
Renewal Date:		



APPLICATION TO SERVE ON BOARDS/COMMISSION/COMMITTEES

County of Fluvanna

Name: Cassondra R. Winfrey		Election <input type="checkbox"/> Columbia <input type="checkbox"/> Cunningham <input type="checkbox"/> Fork Union District: <input checked="" type="checkbox"/> Palmyra <input type="checkbox"/> Rivanna <input type="checkbox"/> Other	
Mailing Address (including City, State, & ZIP) Oliver Creek Road Troy VA 22974		Physical Address (if different)	
Years Lived in Fluvanna 5	Cell Phone – preferred? 540-808-6502	Home Phone – preferred?	Email my2kids0406@gmail.com
EXPERIENCE/PROFESSIONAL EXPERTISE/EDUCATION (Please provides dates of education and experience.): See attached			
CURRENT OR PRIOR SERVICE ON BOARDS/COMMISSIONS/OR COMMITTEES:			
CIVIC ACTIVITIES AND MEMBERSHIPS (Roles with fraternal, business, church, or social groups – please provide dates):			
REASON(S) FOR WANTING TO SERVE FLUVANNA COUNTY: I would like to provide service in Fluvanna County to address the growing need of children who are having difficulty accessing mental health services. Due to funding cuts from insurance companies and other facilities, children are left without needed services. This extends into their families where parents are not able to access necessary services to be better parents due to lack of funding, limited transportation, and lack of knowledge of services available in the community. As a LPC in Virginia, I desire to make a difference by helping others identify service needs and increasing their access on a community level to preserve the family unit when able to do so.			
Applicants are considered as vacancies occur and your application will be kept on file for three years. Fluvanna County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provision of services. Submit by email (clerk@fluvannacounty.org) or mail to: Clerk, Board of Supervisors, PO Box 540, Palmyra, VA 22963 By signing below you are indicating that you have read and understand the attached Fluvanna County BCC Attendance Policy and that you agree to abide by the Bylaws of any Board, Commission, or Committee to which you may be appointed.			
Applicant's Signature Cassondra R. Winfrey, MA, LPC		(Typing name below serves as digital signature) Date 3/15/2020	

PLEASE INDICATE BELOW ANY BOARDS, COMMISSIONS, OR COMMITTEES ON WHICH YOU WISH TO SERVE.

X	Board, Commission, Committee
	Agricultural/Forestral District Advisory Committee
	Audit Committee
	Board of Equalization (BOE)
	Board of Zoning Appeals (BZA)
	Building Code of Appeals Board
	Central Virginia Regional Jail (CVRJ) Authority
	Columbia Task Force (CARE)
X	Community Policy & Management Team (CPMT)
	Economic Development Authority (EDA)
	Economic Develop. & Tourism Advisory Council (EDTAC)
X	Family Assessment and Planning Team (FAPT)
	Finance Board
	Fluvanna Partnership for Aging Committee
	Fork Union Sanitary District (FUSD) Advisory Committee
	James River Water Authority (JRWA)
	JAUNT Board

X	Board, Commission, Committee (cont.)
	Jefferson Area Board of Aging (JABA) Advisory Council
	Jefferson Area Board of Aging (JABA) Board of Directors
	Library Board of Trustees
X	Monticello Area Community Action Agency (MACAA)
	Palmyra Area Revitalization Committee (PARC)
	Parks & Recreation Advisory Board
	Piedmont Virginia Community College (PVCC) Board
	Planning Commission
	Region Ten Community Services Board
	Rivanna River Basin Commission
X	Social Services Board
	Thomas Jefferson Planning District Commission (TJPDC)
	Thomas Jefferson Water Resources Protection Foundation
X	Youth Advisory Council (YAC)
	OTHER:

Fluvanna County Board, Committee, and Commission Attendance Policy

(Approved June 17, 2015)

1. BCC members shall attend at least two-thirds of all scheduled meetings in each calendar year while serving.
2. The Chairperson of the board, commission, or committee shall notify the Clerk to the Board of Supervisors of any absences exceeding this policy.
3. The Clerk shall report these findings to the Board of Supervisors, typically in closed session.
4. Appointees who do not meet the attendance requirement without a valid reason(s) may be deemed to have rendered an implied resignation of that appointment.
5. The Board may choose to accept the resignation and appoint another person to fill the appointed position. The Board may also override the implied resignation and extend the appointment, if extenuating circumstances so dictate.
6. This requirement shall apply to all boards, commissions, or committees listed on the attached application form, provided however, that if State or County Ordinance addresses attendance requirements in an alternative manner, such law shall prevail.

Office Use Only		
Application Received On:	3/15/2020	Application Received By: Caitlin Solis
Acknowledgement Sent:		
Renewal Date:		Remarks:
Renewal Date:		
Renewal Date:		
Renewal Date:		

EXPERIENCE/PROFESSIONAL EXPERTISE/EDUCATION (Please provide dates of education and experience.):

HEALTH CONNECT AMERICA, CLINICAL SUPERVISOR

03/2020-PRESENT

Provide supervision to QMHP staff focusing on clinical skill building, assist with daily business duties, and collaborate with schools, parents, families, and other community service agencies to provide services to children/families in the home and in TDT settings.

VALLEY COMMUNITY SERVICES BOARD

11/2015-3/2020

As a Senior Lead Clinician, I have been responsible for the supervision of Therapeutic Day Treatment (TDT) staff (bachelor's level). Also provided supervision of programs (TDT and outpatient) in the school setting. I have provided outpatient counseling (individual and group) and in the moment (crisis/behavior modification/skill building) support to adolescents and children in the school setting. Responsible for maintaining detailed documentation of daily activities and progress of clients. Responsible for development of comprehensive treatment plans and provision of service coordination. Provide assessment for crisis and safety of clients with referral to local CSB and/or emergency room as needed. Provide psychoeducation to clients and families regarding mental health diagnoses, need for treatment, treatment options, and referral for other services. Collaborate with clinical supervisors and other staff/service providers to increase comprehensive care.

COMPASS COUNSELING OF VIRGINIA, CHARLOTTESVILLE, VA

05/2014-11/2015

As an Intensive In-Home Clinician, I provided in home counseling services to families and children/adolescents focusing on development of relationships and boundary setting. Responsible to attend appointments to ensure comprehensive care and communicate with other providers. Provided psychoeducation on boundaries, medications, and relationships to family and client. Provided use of crisis assessment and accompanied clients to hospital for pre-screening as needed, regarding possible need for hospitalization or more intensive services. Kept detailed notes of daily meetings with clients/families to document progress. Provided information to insurance agencies and other funding sources to continue care for clients as needed.

RDP ENTERPRISES, RICHMOND VA

9/2013-5/2014

As a Transitional Living Case Manager, provided case management services to client's aging out of the foster care system. Provided support in independent living skills and encouraged accessing other community based services for mental health, employment, or other need. Provided psychoeducation on medications, life skills, and keeping appointments. Attended appointments with clients to model appropriate communication to increase efficacy of service provided. Provided detailed daily notes to supervisor regarding client progress and continued need of services.

PROFESSIONAL QUALIFICATIONS:

VA LPC current license

Provision of DSM-5 diagnoses and identifying necessary services as well as communicating to identify funding sources with other community services

EDUCATION:

LIBERTY UNIVERSITY, LYNCHBURG VIRGINIA

General coursework for both a BS (Psychology) and MA (Professional Counseling) in developmental, adolescent, family, and other branches of psychology. Graduated with a GPA of 3.5 for BS and 3.14 for MA.

Master's Degree awarded September 2015.



COMMONWEALTH OF VIRGINIA
COUNTY OF FLUVANNA

BOS2020-10-04 p.243/793

Application to Serve on
Boards/Commissions/Committees

Name: Andre O'Brian Key Election District: Rivanna

Mailing Address: 17 Ashton Road City: Palmyra State: VA Zip: 22963

Physical Address: Same City: State: Zip:

Home Phone: Work Phone: Cell Phone: (434) 825-5958 Fax Phone:

Email: andrekey@hotmail.com

Education/Experience/Professional Expertise:

*Family Treatment Court member (Charlottesville/Albemarle)
*Advisory member of the Thomas Jefferson Areas Sex Trafficking Task force, Charlottesville, VA
*Assistant Basketball Coach (Varsity/Boys), Fluvanna County High School
*BS major in Criminal Justice, minor Business Administration Charleston Southern University, SC
*Qualified Mental Health Professional
*Certified as Medication Aide
*Substitute Teacher, Fluvanna Schools

Civic Activities/Committee Memberships (include other boards/committees/commissions, Fraternal, Business, Church or Social Groups):

: Family Treatment Court (Charlottesville/Albemarle) as of 2018

Interest in Serving on Board/Commission/Committee:

My reasons for wanting to serve Fluvanna is to give back to my community but also further the mission of the CPMT in creating, maintaining and managing a collaborative system of services and funding that is child centered, family focused and community based when addressing the strengths and needs of troubled and at-risk youth and their families.
Resume, education, etc. (optional): andre_key_resume_as_of_4-19-20.pdf
Boards, Commissions, Committees: Community Policy & Management Team (Children's Services)
Signature: Andre Key

**Please indicate on the following sheet all Boards/Commissions/Committees on which you wish to serve:

The County of Fluvanna does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provision of services.

Please submit this form by e-mail or
Return to:
Clerk, Board of Supervisors
P.O. Box 540
Palmyra, VA

4/19/2020

Signature

Date

County of Fluvanna * Post Office Box 540 * Palmyra, VA 22963 * (434)591-1910 * Fax (434)591-1911

This form is available on the Fluvanna County website: www.fluvannacounty.org

☐ **Agricultural/Forestral Advisory Committee:** Consists of four landowners who are engaged in agricultural or forestall production, four other landowners of the County, the Commissioner of the Revenue and a member of the governing body. The committee shall advise the planning commission and the governing body and assist in creating, reviewing, modifying, continuing or terminating districts within the County.

☐ **Board of Zoning Appeals:** Consists of five members, appointed by the Fluvanna County Circuit Court to serve five-year terms. The role of this organization is to hear and decide appeals of the requirements of the Zoning Ordinance or Administrator.

☐ **Board of Building Code Appeals:** Consists of five members appointed by the locality for a specific term established by written policy. This appeals Board hears appeals as authorized by the local governing body.

☒ **Community Policy and Management Team:** Members appointed by the Board with responsibility of implementing the Comprehensive Services Act. Membership includes Community Services Board, Social Services, Health Department, Juvenile Court Services Unit, BOS and local school division and a parent representative; three year term.

☐ **Court Green Committee:** Oversees landscaping and landscaping maintenance needs on the court green, the museum grounds and Confederate Square. It meets at the call of any member or the County Administrator. Its purpose is to provide consensus on significant alterations to the appearance of the court green and its surroundings on matters that often are a matter of taste; three year term.

☐ **Economic Development Authority:** Purpose is to promote industry and develop trade by inducing manufacturing, industrial, governmental, commercial enterprises and institutions of higher learning to locate and remain in the Commonwealth and consist of seven At-Large members; four year term.

☐ **Economic Development Commission:** Ten members, one from each electoral district and four at large. Chartered to support the Board in development planning and economic development issues; four year term.

☐ **Fluvanna County Youth Advisory Council:** Membership consist of interested citizens and representation from local government, agencies and youth-serving organizations, & at least one, but not more than two, citizens under the age of eighteen, with a minimum age of fifteen; members appointed by the Board of Supervisors; serves as liaison between organized groups concerned with youth, specifically the Board of Supervisors and the youth citizens of the county; two year term.

☐ **Fluvanna Partnership for the Aging Committee:** Consists of a representative from each magisterial district, appointed by the Supervisors of the district, and representatives from the following agencies: Social Services, Virginia Extension Services, JABA Case Manager, Senior Center Director, MACAA Director, Fork Union Nursing Home Director, Health Department, and County Administrator's office; four year term.; meets 4th Monday of month at 11:00 am at the Fork Union Rescue squad building.

☐ **Fluvanna Transportation Safety Commission:** Mission Statement is to further transportation safety within Fluvanna County; to increase transportation safety awareness among school age children & adults; and to assist VDOT in selected tasks pertaining to the County. Voting members include one BOS appointee from each voting district and representative of the Board of Supervisors, Fluvanna Schools and the Fluvanna Sheriff's Department; three year term.

☐ **Fork Union Sanitary District Advisory Committee:** Consists of seven voting members who shall be appointed by the Board of Supervisors and must be members of the District's service area. The FUSD Advisory Board shall investigate and be informed on all matters relating to water production and supply in the FUSD and on other matters as the Board of Supervisors request; four year term.

☐ **James River Alcohol Safety Action Program:** Organized and exists pursuant to an agreement for Joint Exercise of Powers entered into among the City of Charlottesville, and the Counties of Albemarle, Fluvanna, Greene, Louisa and Nelson and functions as administrative and fiscal agent for the Program. One person is appointed by the governing body of each participating locality; three year term.

☐ **JAUNT Board:** Two members appointed; JAUNT manages budgets, policies and programs of the corporation's transportation services; three year term. The Board of Directors generally meets at the Charlottesville office.

☐ **Jefferson Area Board for Aging Advisory Council:** Members provide input on the development and administration of JABA's Area Plan, participates in public hearings, represents the interests of older persons, reviews and comments on all community policies, programs and actions affecting the senior citizen's and elder caregivers of Planning District Ten. Each participating jurisdiction shall be represented by two voting members; two year term. The Council meets the first Tuesday of each month from 12:00-1:00 pm.

☐ **Jefferson Area Board for Aging Board of Directors** Meets the third Tuesday of each month. The meeting is usually held at the Center for Adult Rehab and Eldercare in the Alzheimer's Suite unless otherwise notified; two members appointed by the board of Supervisors; two year term.

☐ **Jefferson Area Disability Services Board:** Service area comprises a rural, primarily agricultural area wherein services to persons with physical and/or sensory disabilities are hampered by the relative isolation of clients; consist of one representative appointed by the Board of Supervisors with a three year term.

☐ **Library Board of Trustees:** Consist of seven members, one from each election district and the Library Director as ex-officio; four year term.

☐ **Local Workforce Investment Board:** Consist of a majority of private sector representatives; number of appointments per locality is based on population (Fluvanna has two); three year term.

☐ **Monticello Area Community Action Agency:** Provides services and supplies among local churches, schools, and community organizations for people in crisis situations, or with longer-term needs; four year term; one representative appointed by the Board of Supervisors.

☐ **Parks & Recreation Advisory Board:** Members are appointed by the Board. Three are agency appointed and six are at-large. The Advisory Board provides counsel to the board on community recreation issues, assists department director in determining program priorities and content, and leisure issues in the community; four year term.

☐ **Piedmont Virginia Community College Board:** Local advisory board which is appointed by its participating local jurisdictions; provides a vital link between the college and the community; participates in selection, evaluation and removal of college president; reviews and acts on annual local funds budget as prepared by the president, etc.

☐ **Planning Commission:** The Code of Virginia requires the County to create a local Planning Commission to promote the public health, safety, convenience, and welfare of its citizens, to plan for the orderly development of the community and to develop and update the County's Comprehensive Plan. The role of the Planning Commission is to serve primarily in an advisory capacity to the Board of Supervisors for a four year term; There are two members from the Rivanna Election District, one member each from the Columbia, Cunningham, Fork Union and Palmyra Election District's.

☐ **Region Ten Community Services Board:** A total of 14 members are appointed by the Boards of Supervisors of Albemarle, Fluvanna, Greene, Louisa, and Nelson Counties and the Charlottesville City Council. The board establishes policy and programs to provide mental health, mental retardation, and substance abuse services, and governs the operations of over forty component programs; Fluvanna has one representative with a three year term; meets the 2nd Monday of each month in the evening.

☐ **Regional Jail Board:** The Regional Jail shall be supervised and managed by a board to consist of at least one representative from each political subdivision participating therein who shall be appointed by the local governing body for a two year term.

☐ **Social Services Board:** The board is administrative and is responsible for local policy decisions, discretionary power over local funding, submission of the annual county budget, appointment of the department director and decisions governing optional and local services. The board exercises an interest in all matters pertinent to the local social services; consist of seven members-one from each district and a BOS representative; four year term.

☐ **Southeast Rural Community Assistance Project, Inc.:** One board appointed representative; five year term; meets quarterly for three days throughout the state.

☐ **Thomas Jefferson Emergency Medical Services Council:** One member appointed by the Board to represent the local government. The Board establishes regional EMS protocols, grades and ranks Rescue Squad Assistance Fund applications, develops regional EMS training/continuing education programs, and acts as a liaison between the region and State; two year term.

☐ **Thomas Jefferson Partnership for Economic Development:** Enhances the assistance and information that can be made available to both existing & new businesses interested in investing in the Greater Charlottesville Region; marketing the region & the development opportunities that exist for different types of businesses; and assisting the public sector members of the Partnership to define and improve the "product" that can be offered to prospective companies.

☐ **Thomas Jefferson Planning District Commission:** Two members, at least one of which is a local elected official, are appointed by each of six member jurisdictions. An elected official serves a term coinciding with duration of their locally elected position; terms for citizen members are three years. The purpose of the Commission is to foster regional cooperation, provide a forum for discussion of regional issues, and to plan with local governments for the future of the region. Fluvanna has two representatives with a two year term.

PROFILE

- *Pretrial Program Manager with diverse experience in:
 - Counseling -Management/Supervision -Client Assessment -Drug Screenings
 - Scheduling -Assessments -Budgeting -Communication -Goal setting
- *Football and Basketball coach/referee with diverse experience:
 - Planning -Managing -Coordinating -Player Development
 - Defense -Offense -Special Teams
- *Dedicated professional with a personal commitment to emotional/social development
- *Proven problem solving, organizational, communication and management skills

CREDENTIALS

- *Advisory member of the Thomas Jefferson Areas Sex Trafficking Taskforce. *Charlottesville, VA*
- *Family Treatment Court member (Charlottesville/Albemarle), VA
- *Assistant Basketball Coach (Varsity/Boys), Fluvanna County High School
- *BS major in Criminal Justice, minor Business Administration *Charleston Southern University, SC*
- *Qualified Mental Health Professional
- *Certified as Medication Aide
- *Substitute Teacher, *Fluvanna Schools*
- *Assistant Middle School Football Coach, *Fluvanna Schools*
- *Assistant Middle School Boys Basketball Coach, *Fluvanna Schools*
- *Assistant High School JV Boys Basketball Coach, *Fluvanna Schools*
- *Referee/Coach (Basketball) *Fluvanna Parks & Recreation*
- *Fork Union Military Academy *Post-graduate program*
- *Mentor-Big Brother/Little Buc *Charleston Southern University*
- *4 Time Player of the Week, *Palmetto Touchdown Club, Charleston SC*
- *Captain, Fork Union Military Academy *Post Graduate Football Team*
- *Army Leadership Award
- *Captain, Fluvanna High School Football Team
- *Captain, Fluvanna High School Basketball Team

EXPERIENCE **PLEASE, BE ADVISED THAT THE DATES LISTED BELOW ARE ACCURATELY CONCURRENT**

- 2012 - present* **CEO/CFO, Andre Key's Mentoring Service, Palmyra, VA**
- *Parent coach
 - *Mentor
 - *Personal coach
 - *Personal trainer
 - *Assists families who are experiencing problems by visiting them 2 to 3 times a week to offer technical assistance and emotional support.
 - *Supports parents in acquiring functional parenting and home management skills such as physical/emotional care, appropriate engagement with their children, and implementation of discipline for behavior difficulties and identification of barriers to accomplishing goals.
 - *Supervise visitations and sessions between children and parents to help provide advice and guidance regarding interactions.
- 11/19-present* **Assistant Basketball Coach, Fluvanna County High School, Fluvanna, VA**
- *Encouraging and assisting student-athletes with academic expectations, while working along-side educators
 - *Responsible for the coaching activities sanctioned by the Virginia High School League
 - *Responsible for planning and scheduling a regular program of practice in season.
 - *Coaches individual participants in the skills necessary for excellent achievement in the sport.
 - *Assists in the selection, assignment and evaluation of assistant coaches.

- *Works in collaboration and cooperation with the student activities director and other personnel in recommending the purchase of uniforms, equipment and supplies.
- *Oversees or helps oversee maintenance, safety and cleanliness of uniforms, equipment, supplies and the facility or area to be used.
- *Adhere to all VHSL policies and procedures as well as regulations imposed by the FCPS.
- *Enforces discipline and sportsman like behavior at all times.
- *Responsible for the issuing and collecting of all school properties used.
- *Performs other related duties as required.

- 8/01-present* *Pretrial Program Manager, **OAR (Offender Aid & Restoration)**, Charlottesville, VA*
- * Promoted to Pretrial program manager overseeing 2 divisions (Charlottesville and Orange), a staff of 3
 - *Formerly a pretrial officer
 - *Trained in motivational interviewing
 - *Order/manage drug tests
 - *Oversee document shredding process
 - *Perform drug screens
 - *Teach MRT classes
 - *Work with the community, courts and other related agencies to assist judicial officers in making initial bond release decisions
 - *Investigate and verify pertinent information that is valuable to court proceedings
 - *Communicate effectively both orally and in writing; investigate, evaluate, and exercise good judgment in decision-making
 - *The ability to work independently or as a team, and efficiently work well under pressure and exercise tact during trying situations
 - *Establish and maintain effective working relationships with everyone involved at all levels including: courts, law enforcement, management and the general public
 - *Conduct investigations to include criminal histories and information verification to assess the client's stability in the community
 - *VCIN/NCIC certified
 - *Recommend eligibility for release into the community to judicial officers
 - *Supervise defendants before/after their court appearances, which includes: substance abuse testing/screening, assessment, treatment, and regular contact with these defendants as recommended by the court
 - *Testify in court
- 9/11-5/14* *Assistant Coach, Fluvanna County Schools*
- *Assist as a coach, *Fluvanna County Schools Varsity Football Team*
 - *Assistant Coach, *Fluvanna County High School JV Boys Basketball Team*
 - *Assistant Coach, *Fluvanna County Schools Freshman Football Team*
 - *Assistant Coach, *Fluvanna County Middle School Football Team*
 - *Assistant Coach, *Fluvanna County Middle School Boys Basketball Team*
- 12/07- 2013* *In-home counselor, **Empowering Family**, Charlottesville, VA*
- *Counsel families with at risk boys between the ages of 7 to 17
 - *Work with families to set goals and plans to help in their rehabilitation process
- 1/12 - 2013* *Counselor, **Elk Hill Farm** Charlottesville, VA*
Mentor
- 7/02-1/12* *Counselor, **Ragged Mountain Group Home**, Charlottesville, VA*
- *Counsel at risk boys between the ages of 13-17
 - *Teach social skills to assist in their rehabilitation process
 - *Supervise staff and intervene in high-risk situation
 - *Take students on outings to help them better deal with everyday life and interactions
 - *Transport students from school and other locations in a company vehicle

- *Coordinate activities both structural and extra-curricular
- *Participate in group therapy
- *Responsible for medication management
- *Certified as a medication aide
- *Participate in case management services
- *Participate in vocational skills development
- *Help clients to cope with skills development, behavior modification, anger management and independent living skills

12/02-present *Basketball - Referee/Coach, **Fluvanna Parks and Recreation**, Palmyra, VA*
**Jr. NBA for county leagues*

8/02-10/08 *Strength/Conditioning Coach (All Sports-as of 2005) Assistant Coach/Defensive Coordinator (JV-Football Team), **Monticello High School**, Charlottesville, VA*
**Guide athletes as they refine their individual athletic and education skills*
**Instill teamwork, good sportsmanship as well as a competitive spirit*
**Select, store, issue, and inventory equipment, materials, and supplies*
**Advise the athlete on proper form and technique in beginning and, later, in advanced exercises attempting to maximize the players' physical potential*
**Evaluate or "scout" the opposing team prior to the competition*
**Manage the team during both practice sessions and competitions*
**Direct team strategy and call specific plays during competition*
**Substitute players for optimum team chemistry and success*
**Assist the Varsity team as requested*

10/99-8/01 *Counselor, **Elk Hill Farm** Goochland, VA*
Mentor, since 10/05-8/01
**Promoted to Senior Counselor (3/01)*
**Schedule daily activities and outings and other activities to including wilderness trips that lasted for an entire week at a time*
**Family counseling, substitute teaching, and mentoring*
**Administrative duties such as preparing evaluations and up-to date reports*
**Administered medication as needed*
**Tutor clients as needed*

EXTRA-CURRICULAR ACTIVITIES

7/10- 2014 *Volunteer **Fluvanna Middle School PTO** Fork Union, VA*
**Assist with ongoing school projects to benefit staff and students*
**Co-founder of Man Cave Project*
**Member, Fluvanna Middle School PTO*
**Chair, Fluvanna Middle School PTO Scholarship Committee*
**Member, Fluvanna County Schools Facilities Naming Committee*
**Member, Fluvanna Middle School PTO Mini-grants Committee*
**Member, Fluvanna High School, PAC*

11/05-2/10 *Volunteer **Fluvanna Parks and Recreation Fork** Union, VA*
**Jr. NBA Basketball Coach (boys/girls) 7-13 years old*
**Referee Jr. NBA Basketball Coach (boys/girls) ages 7- 18 years old*

FURTHER DETAILS PROVIDED UPON REQUEST

**FLUVANNA COUNTY BOARD OF SUPERVISORS
AGENDA ITEM STAFF REPORT**

TAB M

MEETING DATE:	November 4, 2020				
AGENDA TITLE:	2021 Reassessment Briefing				
MOTION(s):	N/A				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
			X		
STAFF CONTACT(S):	Andrew M. Sheridan, Jr., Commissioner of the Revenue				
PRESENTER(S):	Randy Willis, Assessor for Pearson's Appraisal Service, Inc.				
RECOMMENDATION:	N/A				
TIMING:	N/A				
DISCUSSION:	Initial overview of 2021 reassessment data.				
FISCAL IMPACT:	TBD				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	None.				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other

**FLUVANNA COUNTY BOARD OF SUPERVISORS
AGENDA ITEM STAFF REPORT**

TAB N

MEETING DATE:	November 4, 2020				
AGENDA TITLE:	Central Virginia Electric Cooperative Update				
MOTION(s):	N/A				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
			XX		
STAFF CONTACT(S):	Eric Dahl, County Administrator				
PRESENTER(S):	Galen Creekmore, CVEC				
RECOMMENDATION:	N/A				
TIMING:	Routine				
DISCUSSION:	Galen Creekmore, CVEC will present an update to the Board of Supervisors on the CVEC fiber project in Fluvanna County as well as CVEC's \$28,000,000 USDA grant award.				
FISCAL IMPACT:					
POLICY IMPACT:					
LEGISLATIVE HISTORY:					
ENCLOSURES:					
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other

FLUVANNA COUNTY BOARD OF SUPERVISORS
AGENDA ITEM STAFF REPORT

TAB O

MEETING DATE:	November 4, 2020				
AGENDA TITLE:	Virginia Cooperative Extension-Fluvanna Unit Response to COVID-19 and Annual Update				
MOTION(s):	N/A				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
			X		
STAFF CONTACT(S):	Kim Mayo, 4-H Youth Development Extension Agent/Unit Coordinator VCE-Fluvanna Unit				
PRESENTER(S):	Kim Mayo, 4-H Youth Development Extension Agent/Unit Coordinator VCE-Fluvanna Unit				
RECOMMENDATION:	N/A				
TIMING:	Routine				
DISCUSSION:	Annual update on the programs organized by the Cooperative Extension Office and the response to COVID-19.				
FISCAL IMPACT:	N/A				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	None.				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other

**FLUVANNA COUNTY BOARD OF SUPERVISORS
AGENDA ITEM STAFF REPORT**

TAB P

MEETING DATE:	November 4, 2020				
AGENDA TITLE:	Adoption of the Fluvanna County Board of Supervisors October 21, 2020 Meeting Minutes.				
MOTION(s):	I move the meeting minutes of the Fluvanna County Board of Supervisors Regular Meeting on Wednesday, October 21, 2020, be adopted.				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				XX	
STAFF CONTACT(S):	Caitlin Solis, Clerk to the Board				
PRESENTER(S):	Eric Dahl, County Administrator				
RECOMMENDATION:	Approve				
TIMING:	Routine				
DISCUSSION:	None.				
FISCAL IMPACT:	N/A				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	None				
ENCLOSURES:	Draft Minutes for October 21, 2020.				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other

FLUVANNA COUNTY BOARD OF SUPERVISORS
REGULAR MEETING MINUTES
Fluvanna County Library, 214 Commons Blvd.
Palmyra, VA 22963
October 21, 2020
Regular Meeting 7:00pm

MEMBERS PRESENT: John M. (Mike) Sheridan, Columbia District, Chair
Tony O’Brien, Rivanna District, Vice Chair
Mozell Booker, Fork Union District
Patricia Eager, Palmyra District*
Donald W. Weaver, Cunningham District

ABSENT: None.

ALSO PRESENT: Eric M. Dahl, County Administrator
Fred Payne, County Attorney
Caitlin Solis, Clerk for the Board of Supervisors

**Due to health concerns, Mrs. Eager is attending the meeting virtually/by telephone*
- Patricia Eager, (Calling from 1107 Mechunk Creek Drive)

1 - CALL TO ORDER, PLEDGE OF ALLEGIANCE, & MOMENT OF SILENCE

At 7:00pm, Chair Sheridan called to order the Regular Meeting of October 21, 2020.
After the recitation of the Pledge of Allegiance, a moment of silence was observed.

3 - ADOPTION OF AGENDA

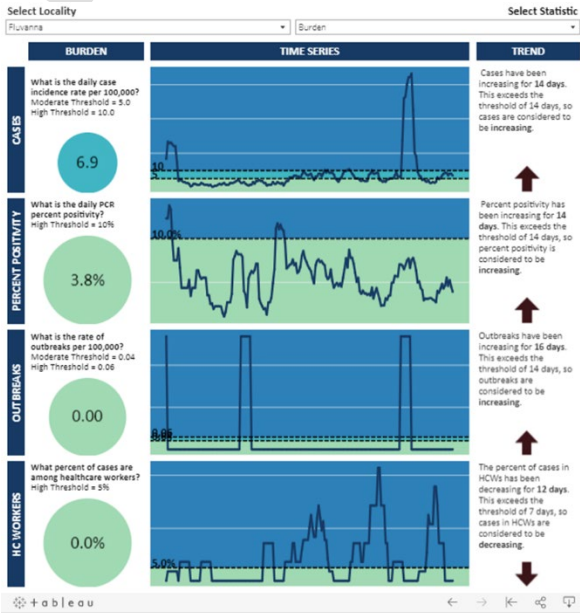
MOTION:	Accept the Agenda, for the October 21, 2020 Regular Meeting of the Board of Supervisors.				
MEMBER:	Mrs. Booker	Mrs. Eager	Mr. O’Brien	Mr. Sheridan	Mr. Weaver
ACTION:	Second		Motion		
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	5-0				

4 - COUNTY ADMINISTRATOR’S REPORT

Mr. Dahl reported on the following topics:

Fluvanna COVID-19 cases

- October 5th, 2020
 - Cumulative Cases: 384
 - 7-day rolling sum (9/28-10/05): 5 cases
 - Percent Positivity, rolling 7-day average: 2.8%
- October 12th, 2020
 - Cumulative Cases: 397
 - 7-day rolling sum (10/05-10/12): 13 cases
 - Percent Positivity, rolling 7-day average: 4.8%
- October 19th, 2020
 - Cumulative Cases: 410
 - 7-day rolling sum (10/12-10/19): 13 cases
 - Percent Positivity, rolling 7-day average: 3.8%
- **Scenic River Program - New Canton to Columbia**
 - Field evaluations took place Sept. 9th – 13th
 - This portion **does** qualify for the Virginia Scenic River Designation
 - Next Steps:
 - The BOS will need to pass a resolution of support for extending the designation of this stretch of the James River (Nov. 4th BOS Meeting).
 - Counties will need to contact its local General Assembly representatives to request that they serve as patrons for the legislation that will codify the designation.
 - Once this legislation passes, all of the James River bordering Fluvanna and the Rivanna River will have the Virginia Scenic River Designation.
 - Still working on the Hardware River.....



PARTNERSHIP FOR COMMUNITY SERVICE WORK

- Parks and Recreation is working with the FCHS Student

Government class taught by Mr. David Small.

- The students have been in small groups of 6 - 8 each Tuesday and Thursday doing trail maintenance since the end of September 2020.
- They have worked on the trail areas of Burke Heights Loop and our two new trails Boulder Forest and Fern Valley located near the library.
- Students have been required to wear masks while working together in the park and have been following social distancing protocols.

16th Annual Halloween Festival

- Parks and Recreation is hosting the 16th Annual Halloween Festival
- COVID-19 Protocols Required! This includes Masks and Social Distancing!
- Saturday, October 31st at Pleasant Grove Park
 - 6:30-8:30pm
- Activities are FREE and open to the public
 - Semi-Scary Haunted Trail Walk
 - Trunk or Treat
 - If you plan on handing out candy from a trunk you must Pre-Register your Vehicle’s Trunk at <https://fluvanna.recdesk.com> or call (434) 589-2016
 - Contact Eric Armentrout with questions at (434) 842-3150 or earmentrout@fluvannacounty.org
- **Drug Court Grant Award**
 - The Office of Justice Programs has approved the application submitted by County of Fluvanna for an award under the funding opportunity entitled Adult Drug Court and Veterans Treatment Courts: Adult Drug Courts.
 - The approved award amount is \$499,871.
 - Special Thanks to OAR staff Susan Morrow and Ross Carew
 - Fluvanna County funded upfront start costs of \$50,000
- **Virginia Employment Commission - Fluvanna:**
 - Fluvanna has a workforce of 13,716
 - Employment as of August 2020 is 13,012
 - Potential Unemployment of 704 or 5.1%

Spotlight on Business

- Silk City Printing Governor’s announcement
 - 93 new jobs being created
 - \$5.7 million capital investment
 - A new silkscreened apparel production operation
 - Relocating to the former Thomasville plant

Next BOS Meetings:

Day	Date	Time	Purpose	Location
Wed	Nov 4	4:00 PM	Regular Meeting	Library
Wed	Nov 18	7:00 PM	Regular Meeting	Library
Wed	Dec 2	4:00 PM	Regular Meeting	Library
Wed	Dec 2	7:00pm	Work Session – FCPS Preliminary Budget Discussion	Library

5 - PUBLIC COMMENTS #1

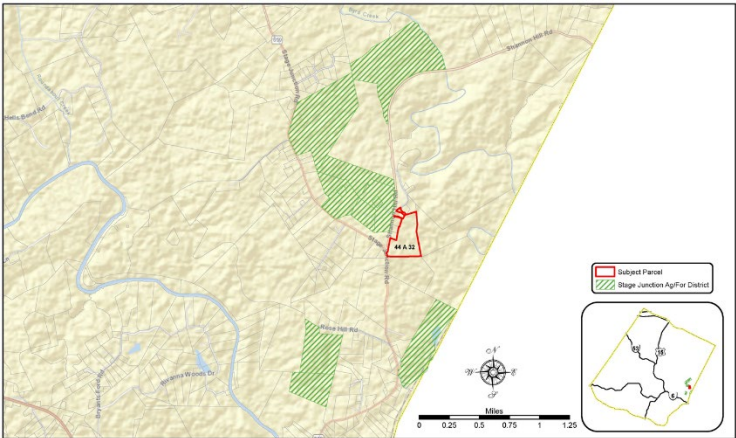
At 7:13pm Chair Sheridan opened the first round of Public Comments.
With no one wishing to speak, Chair Sheridan closed the first round of Public Comments at 7:13pm.

6 - PUBLIC HEARING

AFD 20:01 – Tara Colley Hourihan – Withdrawal from Stage Junction – Brad Robinson, Senior Planner
Overview:

- Request to withdraw Tax Map 44-A-32 (44.08 acres)
- Stage Junction AFD totals 707.273 acres
 - Renewed May 2020
 - 13 parcels

Location:



Evaluation Criteria:

- The proposed new land use will not have an adverse effect upon farming or forestry operations in the remaining portion of the district.
 - The proposed new land use is in compliance with the most recently approved Comprehensive Plan.
 - The proposed land use is consistent with the public interest of the County and not solely to serve the proprietary interests of the landowner requesting withdrawal.
 - The proposed land use was not anticipated by the landowner at the time the property was placed in the district, and there has been a change in conditions or circumstances since that time.
- The AFD Advisory Committee met on August 18, 2020 and Recommended that only two (2) acres be removed from the district by a vote of 6-0
- The Planning Commission held a public hearing on September 8, 2020 and recommended approval of removal of the entire parcel by a vote of 5-0

At 7:26pm Chair Sheridan opened the Public Comments.
With no one wishing to speak, Chair Sheridan closed Public Comments at 7:26pm.

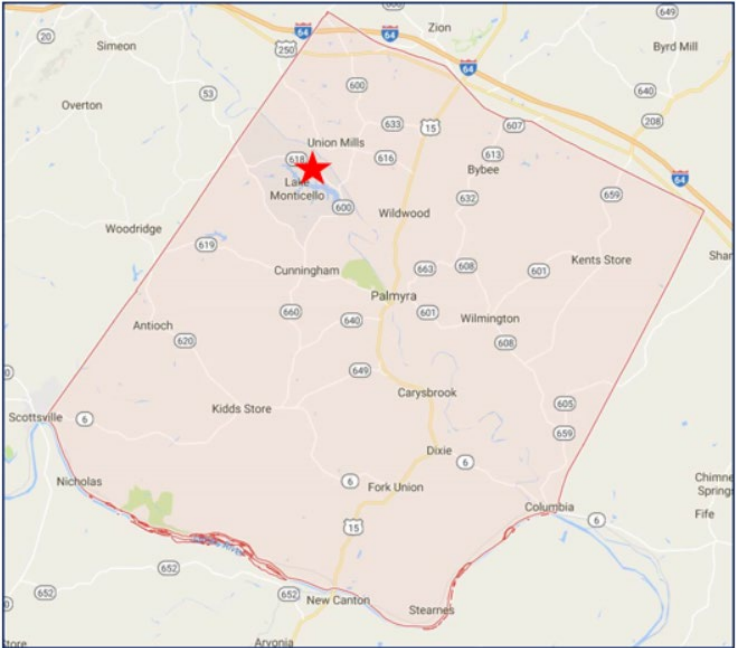
MOTION:	Approve the proposed withdrawal of Tax Map Parcel 44-A-32 totaling 44.08 acres from the Stage Junction Agricultural and Forestal District				
MEMBER:	Mrs. Booker	Mrs. Eager	Mr. O’Brien	Mr. Sheridan	Mr. Weaver
ACTION:	Second	Motion			
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	5-0				

ZMP 20:01 – Sycamore Square LLC – Brad Robinson, Senior Planner

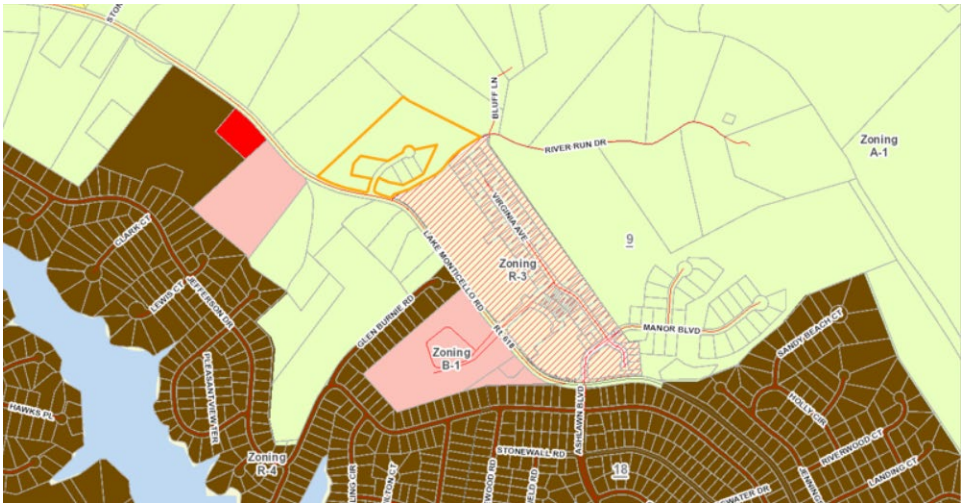
Overview:

- Request to rezone Tax Map 9, Section 14, Parcels 1, 2, 3, 4, 5 and 6 from A-1 to R-3 (conditional);
- Palmyra Election District;
- Rivanna Community Planning Area;
- Expansion of Village Oaks (Phase 4) with 35 lots for SFA & SFD dwellings.

Location:



Zoning:



Aerial (2018):



Applicant’s concept plan:



Proffers:

- Original proffers for Village Oaks approved February 16, 2005 (ZMP 04:02)
- Proffers have been updated on proffer statement dated August 6, 2020
 - Proffer #1 revised to increase number of entrances to the development from 3 to 4
- Updated proffers will also need to be officially applied to original sections of Village Oaks (ZMP 20:02)

Conclusions:

- Property located in the Rivanna Community Planning Area;
- If the rezoning is approved, site plan and subdivision plats will need to be submitted prior to any construction or site improvements;
- Planning Commission recommended approval 5-0;
- Board of Supervisors should consider how this request does (or does not) align with the goals and objectives of the Comprehensive Plan.

At 7:40pm, Chair Sheridan opened the Public Comments.

With no one wishing to speak, Chair Sheridan closed Public Comments at 7:40pm.

MOTION:	Approve ZMP 20:01, a request to amend the Fluvanna County Zoning Map with respect to 13.65 acres of Tax Map 9, Section 14, Parcels 1, 2, 3, 4, 5 and 6, to rezone the same from A-1, Agricultural, General, to R-3, Residential, Planned Community and subject to the proffers dated August 6, 2020.				
MEMBER:	Mrs. Booker	Mrs. Eager	Mr. O’Brien	Mr. Sheridan	Mr. Weaver
ACTION:	Second		Motion		
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	5-0				

ZMP 20:02 – Village Oaks Proffer Amendment – Brad Robinson, Senior Planner

Overview:

- Request to amend proffers associated with rezoning case ZMP 04:02;
- Palmyra Election District;
- Rivanna Community Planning Area.

Aerial (2018):



Existing Proffer 1:

Access to the property from Route 618 shall be limited to three (3) locations (including River Run Drive). Furthermore, River Run Drive shall be limited (by design) to emergency vehicles only.

Proposed Amendment – Proffer 1:

Access to the property from Route 618 shall be limited to four (4) locations (including River Run Drive). Furthermore, River Run Drive shall be limited (by design) to emergency vehicles only.

Conclusions:

- Proffer amendment will increase the number of entrances for Village Oaks;
- Proffer amendment also applies updated proffer statement for ZMP 20:01 to original sections of Village Oaks;
- Planning Commission recommended approval 5-0;
- Board of Supervisors should consider how this request does (or does not) align with the goals and objectives of the Comprehensive Plan.

At 7:46pm, Chair Sheridan opened the Public Comments.

With no one wishing to speak, Chair Sheridan closed Public Comments at 7:46pm.

MOTION:	Approve ZMP 20:02, an ordinance to amend proffers associated with ZMP 04:02 of the Fluvanna County Zoning Map with respect to 38.869 acres of Tax Map 9, Section A, Parcels 13, 14, 14C1, and Tax Map 9, Section 13, Parcels A, B, C, D, 1 through 40 and 85 through 125.				
MEMBER:	Mrs. Booker	Mrs. Eager	Mr. O’Brien	Mr. Sheridan	Mr. Weaver
ACTION:			Motion		Second
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	5-0				

Public Hearing for a temporary Ordinance for the postponement of penalty and interest on the second half taxes of 2020 – Eric Dahl, County Administrator

- This temporary ordinance is meant to ease the financial burden of residents and businesses during the coronavirus pandemic.
- This ordinance is designed to be temporary in nature and therefore will only apply to the payment of the second half 2020 taxes.
- It extends the time at which penalty and interest will be imposed until December 31 but not beyond.
- It does NOT extend the time for payment of taxes beyond December 5, merely suspending the penalty and interest. It will expire according to its terms after December 31.
- Since it is temporary in nature, it is not intended to be set out in the County Code.

At 7:50pm, Chair Sheridan opened the Public Comments.
With no one wishing to speak, Chair Sheridan closed Public Comments at 7:50pm.

MOTION:	Approve “A TEMPORARY ORDINANCE TO PROVIDE FOR CERTAIN RELIEF FROM PENALTY AND INTEREST FOR LATE PAYMENT OF TAXES FOR THE SECOND HALF OF 2020.”				
MEMBER:	Mrs. Booker	Mrs. Eager	Mr. O’Brien	Mr. Sheridan	Mr. Weaver
ACTION:	Motion	Second			
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	5-0				

FY21 Zion Crossroads Water & Sewer System Budget – Liz McIver, Management Analyst
Public Hearing Requirements:

- Per Code of Virginia 15.2-2507, any additional appropriation which increases the total budget by more than 1% of the total expenditure budget for that fiscal year requires a public hearing.

Budget Amendment Information:

- The Adopted FY2021 budget totals \$79,787,241 in revenues and expenditures. The proposed amendment for the Zion Crossroads Construction Budget calls for an increase of \$2,829,790.75 in revenues and expenditures to come from debt service.
- These funds will allow for the completion of the Zion’s Crossroads Water/Sewer project. Originally these funds were to come from Unassigned Fund Balance. On April 15, 2020 the Board voted to take out debt funding to complete the project.
- These funds also include \$500,000 to complete Phase 2 of the project that will extend the waterline and additional 1.1 mile west. Phase 2 is being completed in conjunction with the Department of Environmental Quality (DEQ) who will be providing \$1.0M for an estimated project cost of \$1.5M.
- On August 5, 2020 the County closed on a Water and Sewer Revenue Bond in the amount of \$2.4 M plus \$429,790.75 net premium for a total of \$2,829,790.75.

At 7:54pm, Chair Sheridan opened the Public Comments.
With no one wishing to speak, Chair Sheridan closed Public Comments at 7:54pm.

MOTION:	Approve a budget transfer of \$2,829,790.75 in revenue and expenditures, effective October 21, 2020 from debt service proceeds to the FY21 Zion Crossroads Water & Sewer Enterprise Fund Budget.				
MEMBER:	Mrs. Booker	Mrs. Eager	Mr. O’Brien	Mr. Sheridan	Mr. Weaver
ACTION:	Second	Motion			
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	5-0				

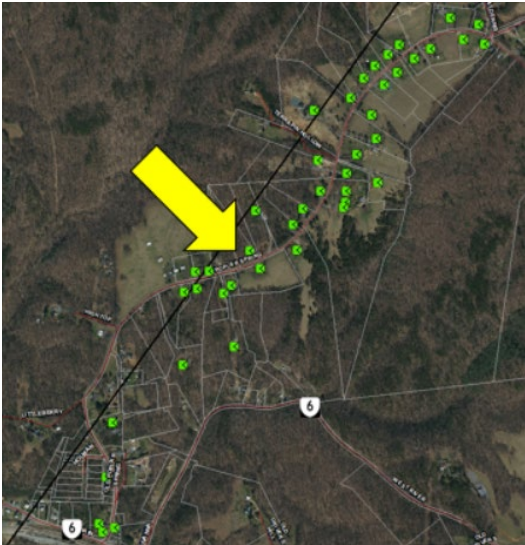
7 - ACTION MATTERS

Scottsville Area Broadband Expansion Project in Fluvanna County – Eric Dahl, County Administrator
Background:

- For distance learning, teleworking, and telehealth, there is a need for expanded broadband coverage in the County to unserved/underserved areas.
- Currently, the Appalachian Electric Power service district (in the western part of the County) does not have adequate connectivity.
- Part of CARES funds usage can be for expanding coverage to address schools distance learning, teleworking and telehealth.
- A meeting with Nelson Cable bought up an opportunity to expand the Nelson Cable fiber coverage area into the western part of the County.
- Any expansion must be built-out and operational by December 30, 2020.

Allocation of CARES Funds for Broadband Expansion:

- The COVID-19 pandemic has changed the way that our residents’ function daily, there will be an on-going and necessary need for broadband through December 30, 2020 and beyond.
- The residents of Fluvanna County through the pandemic have changed the way in which they work for their employers and teleworking has become a vital way for our community to continue to be gainfully employed through the pandemic.
- Being a rural community, having reliable and high-speed broadband is essential through a pandemic, being able to have access to health care providers through telehealth.
- Fluvanna County Public Schools will continue in a hybrid format and some families may still choose 100% virtual. Broadband in this un-served/underserved will serve an immediate need for virtual learners providing additional access to educational option.



Next Steps:

- Approve the motion this evening allocating \$60,000 to the Fluvanna County EDA for the broadband expansion project in the unserved/underserved partial territory in Scottsville. This motion also allows the County to begin the next two steps.
- The County and the Economic Development Authority of Fluvanna will have an MOA (similar as we did with CVSI agreement).
- The EDA will entertain the MOA and an agreement with Nelson Cable (similar as we did with CVSI) on November 9.

MOTION:	Approve \$60,000 of the \$4.758 million Fluvanna County received from the Commonwealth of Virginia, as part of The Coronavirus Aid, Relief, and Economic Security (CARES) Act, to be allocated to the Economic Development Authority of Fluvanna County (the "EDA") related to a broadband expansion project in an unserved and underserved territory in the southwestern portion of the County near Scottsville, as such project has been presented (the "Broadband Project"), to assist with social distancing, distance learning, teleworking, telehealth for our residents, and utilizing the EDA under Section 15.2-4900 et seq. of the Code of Virginia "through the promotion of their safety, health, welfare, convenience, or prosperity", in response to the COVID-19 disruption, subject to approval by the County Administrator and the County Attorney of an appropriate agreement consistent with this resolution and the staff report between Fluvanna County and the EDA on the Broadband Project, and further authorize the County Administrator to execute such agreement subject to the County Attorney's approval as to form; and further subject to approval by the EDA, the County Administrator and the County Attorney of an appropriate agreement with Nelson Cable, Inc., for the Broadband Project consistent with the resolution between the EDA and Nelson Cable, Inc., a Virginia corporation, and further authorize the County Administrator to approve and if necessary execute such agreement subject to the County Attorney's approval as to form.				
	MEMBER:	Mrs. Booker	Mrs. Eager	Mr. O'Brien	Mr. Sheridan
	ACTION:	Second		Motion	
	VOTE:	Yes	Yes	Yes	Yes
	RESULT:	5-0			

Billing Services for Emergency Transportation – Cyndi Toler, Purchasing Officer
EMS Billing:

- RFP Issued July 27, 2020
- 5 proposals received; the committee interviewed all 5 companies
- ImageTrend, Inc was chosen as the highest scoring
- ImageTrend has been in Business for 22 years
- They have been offering Billing services since 2015

- They are now offering Billing services in 30 states

Savings:

- Currently the county pays 4.75% of net collections, ImageTrend’s proposal is for 4.50%
- Currently the county pays ImageTrend for the Fire and Rescue EMS call reporting software at a cost of \$20,500 per year. This cost will now be rolled into the proposed Billing Services Contract eliminating that annual cost

	Collections in FY20	Current Fee Paid (4.75%)	New Fee Paid (4.5%)	Savings
Collections in FY20	\$735,148.89	\$34,919.57	\$33,081.70	\$1,837.87
Current Contract Savings				\$ 20,500.00

EMS Billing:

- Having the county’s EMS Call Reporting Software and the EMS Billing services interfaced will also be beneficial in *increasing* our collection rates since patient information will be readily available for Billing Services.
- The County’s policies will remain the same, ImageTrend will follow all our established policies

MOTION:	Approve the agreement between the County of Fluvanna, Virginia, and ImageTrend, Inc., for Billing Services for Emergency Transportation Costing 4.5% of net collections and further authorize the County Administrator to execute the agreement subject to approval as to form by the County Attorney.				
MEMBER:	Mrs. Booker	Mrs. Eager	Mr. O’Brien	Mr. Sheridan	Mr. Weaver
ACTION:	Second				Motion
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	5-0				

FY21 FCPS CARES Grant Supplemental Appropriation – Liz McIver, Management Analyst

Fluvanna County Public Schools has received \$95,296.45 in new FY21 grant funding from Federal CARES funds that were not included in the FY21 budget. The supplemental appropriation breakdown is provided on the FCPS request enclosed. The below tables show the change in the FY21 FCPS budget:

Revenue Category	FY21 Adopted	FY21 Revised	FY21 Request	FY21 Revised (NEW Total)
Local - County	18,064,800	18,110,790.00	-	18,110,790.00
Other Local	450,000	805,107.06	-	805,107.06
State	22,641,257	22,962,125.78	-	22,962,125.78
Federal	1,254,200	1,598,523.33	95,296.45	1,693,819.78
TOTAL	42,410,257	43,476,546.17	95,296.45	43,571,842.62

Approval of this supplemental appropriation will authorize staff to increase the Revenue and Expenditures by \$95,296.45 as outlined in the above table.

There is no local County match required for these funds. In addition, this request is not for County Local funding carryover. Any requests for County Local funding carryovers will not occur until November 2020.

MOTION:	Approve a supplemental appropriation of \$95,296.45 to the Fluvanna County Public Schools FY21 budget for funds received from Federal CARES funds.				
MEMBER:	Mrs. Booker	Mrs. Eager	Mr. O’Brien	Mr. Sheridan	Mr. Weaver
ACTION:	Motion				Second
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	5-0				

FY21 FCPS CARES Grant Supplemental Appropriation – Liz McIver, Management Analyst

Fluvanna County Public Schools has received \$596,190.00 in new FY21 grant funding from Federal CARES funds that were not included in the FY21 budget. The supplemental appropriation breakdown is provided on the FCPS request enclosed. The below tables show the change in the FY21 FCPS budget:

Revenue Category	FY21 Adopted	FY21 Revised	FY21 Request	FY21 Revised (NEW Total)
Local - County	18,064,800	18,110,790.00	-	18,110,790.00
Other Local	450,000	805,107.06	-	805,107.06
State	22,641,257	22,962,125.78	-	22,962,125.78
Federal	1,254,200	1,693,819.78	596,190.00	2,290,009.78
TOTAL	42,410,257	43,476,546.17	596,190.00	44,168,032.62

Approval of this supplemental appropriation will authorize staff to increase the Revenue and Expenditures by \$596,190.00 as outlined in the above table.

There is no local County match required for these funds. In addition, this request is not for County Local funding carryover. Any requests for County Local funding carryovers will not occur until November 2020.

MOTION:	Approve a supplemental appropriation of \$596,190.00 to the Fluvanna County Public Schools FY21 budget for funds received from Federal CARES funds.				
MEMBER:	Mrs. Booker	Mrs. Eager	Mr. O’Brien	Mr. Sheridan	Mr. Weaver
ACTION:	Motion	Second			
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	5-0				

Authorization to Advertise Public Hearing for Mutual Aid Agreement Between Fluvanna County, Fork Union Sanitary District and Louisa County Water Authority – Eric Dahl, County Administrator

- Pursuant to Section 15.2-1300 of the Code of Virginia, 1950, as amended, Fluvanna County, the Fork Union Sanitary District (“FUSD”) and the Louisa County Water Authority (“LCWA”) agree that the proper operation of all water and waste water systems controlled by them is in the best interests of the public and therefore the parties wish to enter into a joint agreement for mutual aid related to their respective water and waste water systems.
- The Mutual Aid Agreement together with exhibits sets out the purposes under which such aid may be requested and the terms governing a response between the Parties.
- Enabling legislation requires localities to approve such agreements by ordinance.
- Mutual Aid is governed by an Event Agreement executed at the time aid is requested.
- Generally, during the Period of Assistance, the Assisting Party shall continue to pay its employees according to its normal policies.
- The Requesting Party shall reimburse the Assisting Party for all of its actual direct and indirect payroll costs (including overtime) and expenses (including travel expenses, salary, hourly wages, benefits, costs of insuring for workers’ compensation claims, and other expenses) incurred during the Period of Assistance.
- The Assisting Party shall be reimbursed by the Requesting Party for the use or damage (unless such damage is caused by gross negligence, or willful and wanton misconduct of the Assisting Party’s personnel) of its equipment during the Period of Assistance according to either a pre-established local or state hourly rate or according to the actual replacement, operation, and maintenance expenses incurred.

MOTION:	Authorize staff to advertise for a Public Hearing on November 18, 2020, entitled, “AN ORDINANCE APPROVING THE MUTUAL AID AGREEMENT AND EXHIBITS THERETO BETWEEN FLUVANNA COUNTY, FORK UNION SANITARY DISTRICT, AND THE LOUISA COUNTY WATER AUTHORITY FOR MUTUAL AID RELATED TO THE WATER AND WASTE WATER SYSTEMS”				
MEMBER:	Mrs. Booker	Mrs. Eager	Mr. O’Brien	Mr. Sheridan	Mr. Weaver
ACTION:	Second		Motion		
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	5-0				

Resolution Recommending Appointment to the Board of Equalization – Eric Dahl, County Administrator
§ 58.1-3370. Appointment:

- The circuit court having jurisdiction within each city and each county other than those counties operating under § 58.1-3371 shall, in each tax year immediately following the year a general reassessment or annual or biennial assessment is conducted in such city or county, appoint for such city or county a board of equalization of real estate assessments, unless such county or city has a permanent board of equalization appointed according to law.

§ 58.1-3374. Qualifications of members; vacancies:

- Every board of equalization shall be composed of not less than three members nor more than five members or the number of local election districts in the locality, whichever is greater.
- In addition to such regular members, at the request of the local governing body, the circuit court for any locality shall appoint one alternate member in the case of a board with less than five members.
- All members of every board of equalization, including alternate members, shall be residents, a majority of whom shall be freeholders, in the county or city for which they are to serve and shall be selected from the citizens of the county.
- Appointments to the board of equalization shall be broadly representative of the community. Thirty percent of the members of the board shall be commercial or residential real estate appraisers, other real estate professionals, builders, developers, or legal or financial professionals, and at least one such member shall sit in all cases involving commercial, industrial or multi-family residential property, unless waived by the taxpayer.

Recommended Appointees to the Board of Equalization for 2021:

- Mr. Everett Hannah – Member - Palmyra District – former BOE Member: 2013, 2015, 2017, 2019; former Economic Development Authority appointee
- Mrs. Gloria Vest – Member - Columbia District – former Chief Deputy Treasurer of Fluvanna County; former BOE Member: 2019
- Mr. Dan Nunziato – Member - Cunningham District – Former member of Economic Development Authority; former BOE Member: 2019
- Mr. Tom Payne – Member - Palmyra District - Former Chair of Social Services Board; former Board of Supervisors member; former BOE Member: 2019
- Mr. Randy White – Member – Cunningham District – Realtor with Monticello County Realtors

MOTION:	Rescind resolution 27-2020 and adopt a revised resolution entitled, “A RESOLUTION RECOMMENDING APPOINTMENT TO THE BOARD OF EQUALIZATION.”				
MEMBER:	Mrs. Booker	Mrs. Eager	Mr. O’Brien	Mr. Sheridan	Mr. Weaver
ACTION:	Second	Motion			
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	5-0				

7A – BOARDS AND COMMISSIONS

MOTION:	Move the Board of Supervisors approve the following Board, Commission, or Committee appointment(s): <ul style="list-style-type: none">- Community Policy and Management Team – Parent Representative, Gary Lynn Davis, Term October 21, 2020, through November 5, 2022.- Board of Building Code Appeals, David Rafaly, Term November 1, 2020, through October 31, 2024.- Board of Building Code Appeals, Matthew Fichter, Term November 1, 2020, through October 31, 2024.- Board of Building Code Appeals, Robert Schwagerl, Term November 1, 2020, through October 31, 2024.				
MEMBER:	Mrs. Booker	Mrs. Eager	Mr. O’Brien	Mr. Sheridan	Mr. Weaver
ACTION:	Motion				Second
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	5-0				

8 - PRESENTATIONS

Economic Development and Tourism Advisory Council (EDTAC) update – Bryan Rothamel, Economic Development Coordinator

EDTAC Members:

George Goin (Farm Bureau rep)
Nina Monroe (Business rep)
Ruthann Carr (Business rep)
Erika Mitchell (Chamber rep)
Tricia Johnson (Historical Society rep)
Lois Mastro (EDA rep)
Patricia Eager (BOS)

Angela Chainer
Andy Sorrell
Kathleen Kilpatrick
David Sagrin
Fred Lang
Bryan Rothamel, Staff
Aaron Spitzer, Staff

Pre-COVID:

- Worked on 101+ Things to Do in Fluvanna. Now listed in the From Fluvanna app.

- Coordinating installation of LOVE Sign. We have a \$1,500 reimbursable grant from Virginia Tourism Corporation.
- Getting Pleasant Grove to become a Certified Tourist Information Center.
- Signage at Pleasant Grove.

During COVID:

- Began meeting virtually to help coordinate resident activities.
- Have done two photo competitions (#FloatFluvanna & #FallFluvanna). Winner gets \$25 gift certificate to a business from Fluvanna.
- Working on more native form of advertising events through “word of mouth” via social media.
- Encouraging safe activities in the County.

Next Year

- Still going to encourage events through FromFluvanna.org and social advertising.
- Events will branch more into tourism.
- More photo competitions.
- LOVE sign design and installation at Pleasant Grove.

Development Activity Report – Douglas Miles, Community Development Director

This report has been prepared in order to identify, illustrate, and evaluate the growth occurring within Fluvanna County. It provides a quantitative summary of development through 2019, and it indicates where growth is taking place as reflected by changes in land use.

- Provides an analytical observation of the relationship between land use, planning and various application requests
- Illustrates land use comparisons and trends over time through tables, graphs & maps
- Provides essential information for determining and planning for future needs
- Identifies growth trends
- Evaluates Fluvanna County’s preservation initiatives

Residential Activity: Building Permits

- 121 building permits for new homes were issued in 2019, a slight decrease (-2.4%) from the 124 permits issued in 2018.
- 142 building permits through September 2020 (+17%).
- 44 building permits for new homes (36%) were issued within designated growth areas.
- 77 building permits for new homes (64%) were issued within rural areas.
- 25 building permits (21%) were in rural cluster subdivisions.
- 52 building permits (43%) were in rural areas.

Planning Area	Number of Permits Issued	Percentage of Total
Columbia Community Planning Area	0	0%
Fork Union Community Planning Area	2	1.68%
Palmyra Community Planning Area	1	0.84%
Rivanna Community Planning Area	40	33.61%
Scottsville Community Planning Area	0	0%
Zion Crossroads Community Planning Area	1	0.84%
Community Planning Area Subtotal	44	36%
Rural Residential Subtotal	21	18%
Rural Preservation Subtotal	56	46%
TOTAL	121	100.00%

Residential Activity: Subdivisions

- 39 new subdivision lots were approved in 2019, a 15% increase from the 34 new lots approved in 2018.
- 38 of the new lots approved were within rural areas.
- 23 of the new lots were in Rural Preservation (59%).

Approved Subdivision Lots by Planning Area (2019)

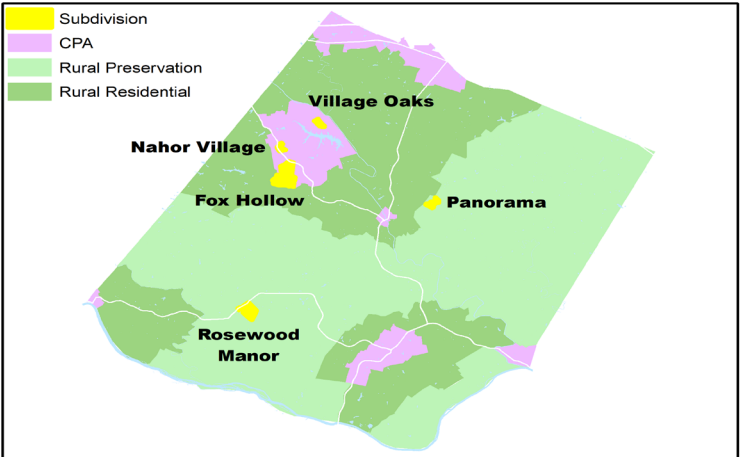
Planning Area	Subdivisions Type and Number of Lots			
Community	Major	Minor	Family	Total
Columbia CPA	0	0	0	0
Fork Union CPA	0	0	0	0
Palmyra CPA	0	0	0	0
Rivanna CPA	0	0	1	1

Scottsville CPA	0	0	0	0
Zion Crossroads CPA	0	0	0	0
Community Planning Area	0	0	1	1
Rural Residential	0	13	2	15
Rural Preservation	0	22	1	23
TOTAL	0	35	4	39

- In 2019, thirty-nine (39) lots were created and approved through the subdivision process. Thirty-five (35) of these lots were created as part of minor subdivisions, subdivisions with five or fewer lots.
- Family subdivisions accounted for four (4) of the lots created for immediate family member construction purposes.
- Thirty-eight (38) of the 39 approved lots were located outside of Community Planning Areas (97%). 59% Rural Preservation, 38% Rural residential, 3% Community Planning

Residential Activity: Subdivisions by Building Permits
Subdivisions with the Highest Number of Building Permits Issued for New Homes (2019):

- As the number of new homes constructed in Lake Monticello continues to decline, builders are purchasing lots in other newly developed communities.
- In 2019, both Lake Monticello and Rosewood Manor each had (14) new building permits issued.
- Rosewood Manor is a cluster subdivision on West River Road (Route 6) and is within a rural preservation planning area.
- Nahor Village and Panorama subdivisions each had (11) building permits issued in 2019.
- Nahor Village is located outside of Lake Monticello off Thomas Jefferson Parkway and is within the Rivanna community planning area.
- Panorama, also a cluster subdivision, is just within the rural preservation planning area.



Subdivisions with the Highest Number of Building Permits Issued for New Homes (2019)

Subdivision	Permits Issued
Lake Monticello	14
Rosewood Manor	14
Nahor Village	11
Panorama	11
Fox Hollow	7
Village Oaks	4
TOTAL	61

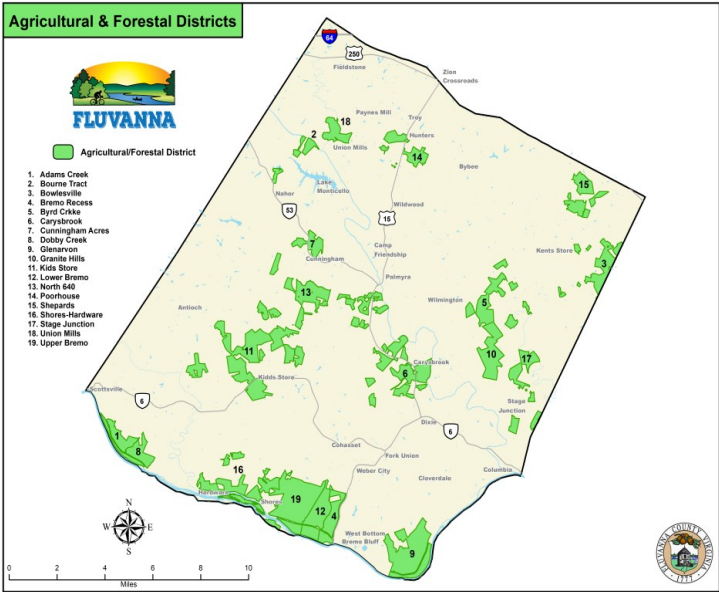
Note: Starting with 2019 and moving into 2020 growth trends and patterns as illustrated by the number and location of building permits issued, site development plans approved, and subdivisions created will be tracked and mapped in order to better identify current and future growth locations.

Development Activity: Site Development Plans

- 21 SDPs were reviewed in 2019, which is a **110%** increase from the 10 plans reviewed in 2018 and the highest number of applications received in 20 years.
- 15 site development plans (**71%**) were located within designated growth areas, such as Tractor Supply Company located in the Rivanna CPA. (Zion Crossroads 9, Rivanna 4, Fork Union and Columbia each 1)
- 13 SDPs were for commercial projects which is also a 20 year high.

Preservation Programs: Agricultural & Forestal Districts

- There are 19 Agricultural and Forestal Districts (AFDs) in Fluvanna County, which include 19,291 acres (**10.7%** of Fluvanna County). No new AFDs were created in 2019. Two AFDs had a reduction in acreage in 2019. There has been an ongoing reduction in acres enrolled since 2002 with only 2013 seeing acreage added.
- As of April 2019, 15,003 acres (**8.2%** of Fluvanna County) are protected by conservation easements held by various organizations.



9 - CONSENT AGENDA

The following items were discussed before approval:

Q- Accounts Payable Report for September 2020 – Liz Mclver, Management Analyst

The following items were approved under the Consent Agenda for October 21, 2020:

- Minutes of October 7, 2020 – Caitlin Solis, Clerk to the Board
- Minutes of October 8, 2020, Elected Officials Breakfast Meeting – Caitlin Solis, Clerk to the Board
- Accounts Payable Report for September 2020 – Liz Mclver, Management Analyst
- FY21 FCPS Grants Supplemental Appropriation – Liz Mclver, Management Analyst

MOTION:	Approve the consent agenda, for the October 21, 2020 Board of Supervisors meeting, and to ratify Accounts Payable and Payroll for September 2020, in the amount of \$3,352,135.09.				
MEMBER:	Mrs. Booker	Mrs. Eager	Mr. O’Brien	Mr. Sheridan	Mr. Weaver
ACTION:	Second				Motion
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	5-0				

10 - UNFINISHED BUSINESS

Local Allocations for Federal CARES Coronavirus Relief Funds – Eric Dahl, County Administrator

Possible improvements/expenditures for CARES Act Funds:

- \$68,891.25 - Fire and Rescue PPE
 - \$70,150 - Duct Cleaning of all County owned buildings
 - \$48,092.68 – Fluvanna County Rescue Squad Power Load Cots for Ambulances
 - \$16,047.40 - Courthouse Security Entry X-Ray Machines
 - \$2,612 - TJPDC Regional Affordable Housing Search Tool and Website - Fluvanna per capita
 - Upgrade HVAC systems with ultraviolet filtration.
 - Touchless Restroom Fixtures
- Mr. Weaver brought up building a new administration building with the goal of having it completed by the end of 2021.

11 - NEW BUSINESS

None.

12 - PUBLIC COMMENTS #2

At 9:31pm, Chair Sheridan opened the second round of Public Comments.

With no one wishing to speak, Chair Sheridan closed the second round of Public Comments at 9:31pm.

13 - CLOSED MEETING

MOTION:	At 9:32pm, move the Fluvanna County Board of Supervisors enter into a closed meeting, pursuant to the provisions of Section 2.2-3711 A.6, A.7 & A.8 of the Code of Virginia, 1950, as amended, for the purpose of discussing Investment of Funds, Litigation and Legal Matters.				
MEMBER:	Mrs. Booker	Mrs. Eager	Mr. O’Brien	Mr. Sheridan	Mr. Weaver
ACTION:	Second		Motion		
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	5-0				

MOTION:	At 9:33pm, move Closed Meeting be adjourned and the Fluvanna County Board of Supervisors convene again in open session and “BE IT RESOLVED, the Board of Supervisors does hereby certify to the best of each member’s knowledge (i) only public business matters lawfully exempted from open meeting requirements under Section 2.2-3711-A of the Code of Virginia, 1950, as amended, and (ii) only such public business matters as were identified in the motion by which the closed meeting was convened were heard, discussed, or considered in the meeting.”				
MEMBER:	Mrs. Booker	Mrs. Eager	Mr. O’Brien	Mr. Sheridan	Mr. Weaver
ACTION:	Second		Motion		
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	5-0				

14 - ADJOURN

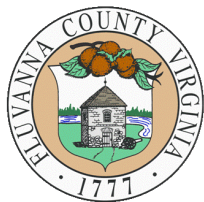
MOTION:	Adjourn the regular meeting of Wednesday, October 21, 2020 at 10:35pm.				
MEMBER:	Mrs. Booker	Mrs. Eager	Mr. O’Brien	Mr. Sheridan	Mr. Weaver
ACTION:	Motion				Second
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	5-0				

ATTEST:

FLUVANNA COUNTY BOARD OF SUPERVISORS

Caitlin Solis
Clerk to the Board

John M. Sheridan
Chair



BOARD OF SUPERVISORS
County of Fluvanna
Palmyra, Virginia

RESOLUTION No. 28-2020

**A RESOLUTION RECOMMENDING APPOINTMENT TO
THE BOARD OF EQUALIZATION**

WHEREAS, Virginia Code Section 58.1-3370 requires the appointment of a Board of Equalization in each tax year immediately following the year a general reassessment is conducted in the County; and

WHEREAS, it is the desire of the Board of Supervisors of Fluvanna County to request that the Circuit Court of the County appoint such a Board and to suggest to the court the members to be appointed; and

WHEREAS, the Board of Supervisors desires to provide necessary clerical assistance for such Board of Equalization in accordance with Virginia Code Section 58-1-3376; and

WHEREAS, a general reassessment of the County has recently been completed; and

WHEREAS, the Fluvanna County Board of Supervisors requests the Board of Equalization to meet as frequently as necessary to hear all appeals from landowners concerning their reassessment; and

WHEREAS, the Fluvanna County Board of Supervisors encourages the Board of Equalization to meet with the assessors and review and evaluate their method of assessing the value of land in this reassessment.

NOW, THEREFORE BE IT RESOLVED by the Board of Supervisors of Fluvanna County, as follows:

- 1) That the County Attorney be, and he is hereby, **DIRECTED** to request the appointment by the Circuit Court of the County of a Board of Equalization as required by law; and that, in so doing, the County Attorney submit to the court a suggested list of members for such Board of Equalization, such list being attached to this resolution as Exhibit A; and
- 2) That the County Administrator be, and he is hereby, **AUTHORIZED AND DIRECTED** to provide necessary clerical assistance for such Board of Equalization, by the hiring of additional personnel or otherwise providing support as may be necessary; and
- 3) That the Commissioner of the Revenue be, and he is hereby, **REQUESTED** to assist such Board of Equalization.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by the Fluvanna County Board of Supervisors at a meeting of the Board held on the 21st day of October 2020:

	AYE	NAY	ABSTAIN	ABSENT	MOTION	SECOND
Mozell H. Booker, Fork Union District						
Patricia B. Eager, Palmyra District						
Anthony P. O'Brien, Rivanna District						
John M. Sheridan, Columbia District						
Donald W. Weaver, Cunningham District						

Attest:

John M. Sheridan, Chair

Fluvanna County Board of Supervisors

FLUVANNA COUNTY BOARD OF SUPERVISORS
AGENDA ITEM STAFF REPORT

TAB Q

MEETING DATE:	November 4, 2020				
AGENDA TITLE:	Memorandum of Agreement Between the County of Fluvanna and the Economic Development Authority of Fluvanna County – CARES Act				
MOTION(s):	I move the Board of Supervisors approve that Memorandum of Agreement between Fluvanna County and the Economic Development Authority of Fluvanna County (the “EDA”) with Exhibit 1 thereto related to the grant of \$60,000 of the \$4.758 million Fluvanna County received from the Commonwealth of Virginia, as part of The Coronavirus Aid, Relief, and Economic Security (CARES) Act, allocated to the EDA for the broadband expansion project as previously approved on October 21, 2020, subject to reasonable modifications approved by the County Administrator and the County Attorney to Exhibit 1, and further authorize the County Administrator to approve and if necessary execute such agreement subject to the County Attorney’s approval as to form.				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				X	
STAFF CONTACT(S):	Eric Dahl, County Administrator				
PRESENTER(S):	Eric Dahl, County Administrator				
RECOMMENDATION:	Approve				
TIMING:	Normal				
DISCUSSION:	<ul style="list-style-type: none"> • The Commonwealth of Virginia is a Dillon Rule state, limiting local governments to the powers expressly granted to them by the state. The Commonwealth has not expressly granted local governments to distribute funds to businesses or organizations. • The EDA was created to promote the economic development of the County and the safety, health, welfare, convenience, or prosperity of the citizenry pursuant to enabling legislation under Section 15.2-4900 et seq. of the Code of Virginia and has authority to make grants of money or property to further such ends pursuant to Section 15.2-4905. • The proposed Memorandum of Agreement between the County and the EDA, authorizes the EDA to enter into an agreement with Nelson Cable Inc. in order to distribute funds to extend fiber broadband into an underserved area of the County. • The COVID-19 pandemic has shown that for the education, safety, health, welfare, convenience, or prosperity of our residents, having access to broadband is a needed utility during the pandemic which allows for distance learning, tele-health and tele-working possibilities. 				

	<ul style="list-style-type: none"> • The Broadband Expansion project meets the requirements for utilizing CARES Act Funds as defined in US Treasury guidance “Coronavirus Relief Fund Frequently Asked Questions Updated as of August 10, 2020.” • At the October 21, 2020 Board meeting, the Board chose to move forward with eligible project which includes: <ul style="list-style-type: none"> ○ Poplar Spring Road from West River Road (Route 6) to Antioch Road. • The buildout would bring fiber into the area of the County that has the greatest need for broadband expansion outside of the CVEC/Firefly Fiber Broadband system allowing for safe telework and virtual learning avenues in such area. This project can also serve as a launching point for further extensions of fiber and internet access into this section of the County in the future. Having fiber in place also makes backhaul available for any cellular or fixed wireless providers that might decide to place a tower or transmitter in the area. Public safety is increased by increased availability of communication options during the COVID-19 crisis. 				
FISCAL IMPACT:	\$60,000 from the CARES Act Funding allocated for the Fiber Expansion Project to be distributed by the EDA through an agreement with CVSI.				
POLICY IMPACT:	None				
LEGISLATIVE HISTORY:	Oct 21, 2020 – The Board approved an allocation to the Economic Development Authority of \$60,000 of the \$4.758 million received from CARES Act Funding.				
ENCLOSURES:	Memorandum of Agreement Between the County of Fluvanna and the Economic Development Authority of Fluvanna County, including applicable Exhibits.				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
	X				X

MEMORANDUM OF AGREEMENT

Regarding Nelson Cable, Inc. Broadband Expansion Project

THIS **MEMORANDUM OF AGREEMENT** (the “MOA”) by and between **FLUVANNA COUNTY** (the “County”), a political subdivision of the Commonwealth of Virginia, and the **ECONOMIC DEVELOPMENT AUTHORITY OF FLUVANNA COUNTY** (“EDA”).

WHEREAS, the COVID-19 pandemic has spread worldwide, causing significant illness, loss of life, and economic disruption around the world; and

WHEREAS, the federal government passed the Coronavirus Aid, Relief, and Economic Security (CARES) Act of 2020, which provides funding for various programs to address the effects of the COVID-19 pandemic; and

WHEREAS, part of the CARES Act gives monetary assistance to state and local governments to help address the direct impacts of the COVID-19 pandemic; and

WHEREAS, the County has felt the effects of the COVID-19 pandemic in many ways, but the effects have highlighted the need for fiber broadband to allow for telework, virtual learning, tele-health and other technology based social distancing mechanisms in the underserved and unserved fiber broadband areas of the County; and

WHEREAS, the EDA was created to promote the economic development of the County and the safety, health, welfare, convenience, or prosperity of the citizenry pursuant to enabling legislation under Section 15.2-4900 et seq. of the Code of Virginia and has authority to make grants of money or property to further such ends pursuant to Section 15.2-4905; and

WHEREAS, the County received certain CARES Act funds and the CARES Act requires that the payments from the Coronavirus Relief Fund only be used to cover expenses that: (i) are necessary expenditures incurred due to the public health emergency with respect to COVID-19; (ii) were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government; (iii) were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020; and (iv) meet all other requirements of the CARES Act and applicable law related thereto (the “CARES Act Requirements”); and

WHEREAS, on October 21, 2020, the County Board of Supervisors (the “Board”) appropriated to the EDA from funds allocated to the County under the CARES Act the sum of up to \$60,000.00 (the “Grant Funds”) to expand broadband to unserved or underserved territory in the southwestern portion of the County to assist with social distancing, distance learning, teleworking, and tele-health for the County’s residents and businesses in that area including approximately 45 residences (the “Project”) consistent with and as more specifically described in

that motion of the Board (revised from the motion in the package to reflect fiber installation for at minimum 1.5 miles and allowing for at least 45 residential connections) and the minutes related thereto attached as Exhibit A (also referred to as the “Approval”) to **Exhibit 1** hereto and incorporated herein by reference as a material part hereof; and

WHEREAS, the EDA is uniquely qualified to understand the public health, educational and economic impact of the COVID-19 pandemic on the County, its constituents and the businesses and schools therein; and

WHEREAS, pursuant to Virginia Code Section 15.2-4901, the intent of the legislature in authorizing the creation of economic development authorities was so "that such authorities may be able to promote industry and develop trade by inducing manufacturing, industrial, governmental, nonprofit, and commercial enterprises and institutions of higher education to locate in or remain in the Commonwealth and further the use of its agricultural products and natural resources, and to vest such authorities with all powers that may be necessary to enable them to accomplish such purposes, which powers shall be exercised for the benefit of the inhabitants of the Commonwealth, either through the increase of their commerce, or through the promotion of their safety, health, welfare, and convenience or prosperity"; and

WHEREAS, pursuant to Virginia Code Section 15.2-4905, the EDA has the authority "to make . . . grants to any person, partnership, association, corporation, business, or governmental entity in furtherance of the purposes of this chapter including for the purposes of promoting economic development"; and

WHEREAS, on October 21, 2020, a presentation to the Board confirmed the plans and route for the broadband expansion Project as presented to the Board in the presentation and depicted in the map (the “Staff Report”), both attached hereto as Exhibit B to **Exhibit 1** hereto and incorporated herein by reference as a material part hereof; and

WHEREAS, on October 21, 2020, the Fluvanna County Board of Supervisors approved the Grant Funds and Project subject to approval and execution by the County Administrator and the County Attorney as to form of an appropriate agreement between the County and the EDA consistent with the Boards Approval and the Staff Report, which agreement is this MOA between the County and the EDA relating to administration of the Grant Funds for this Project; and

WHEREAS, the Project is being completed for purposes set out in that Approval including to allow for social distancing, tele-work, tele-health, virtual learning and for other safety considerations particular to the public health emergency known as COVID-19 (the “Safety Considerations”), and the County will be using CARES Act funds the County received to fund the EDA’s grant for the Project. Therefore, the Project must be finally complete on or before December 30, 2020 (the “Completion Date”); and

WHEREAS, Nelson Cable, Inc., a Virginia corporation, (“NELSON CABLE”) is willing to complete the construction and implementation of such Project; and

WHEREAS, the County and the EDA agree that the form of the Fiber Broadband Expansion Agreement between the EDA and NELSON CABLE shall be materially as set forth in **Exhibit 1** hereto; and

WHEREAS, the Project will require improvements to and extension of NELSON CABLE's distribution system required to support the fiber optic cable, cable installation, service drops to individual customers, and supporting new equipment; and

WHEREAS, the system installed through the Project shall be owned and operated by NELSON CABLE; and

WHEREAS, it is in the public interest of the citizens of the County for the EDA to assist with the availability of broadband in the County which will benefit the County through an increase in the tax base and the availability of additional communication, education, and employment opportunities for its citizens affected by the Coronavirus, thereby promoting the health, safety, welfare, convenience, and prosperity of the citizens of the County; and,

WHEREAS, the EDA and the County desire to enter into this Agreement to memorialize the understandings and conditions under which the Grant Funds will be administrated and to set forth the scope of the Project and the obligations and responsibilities of the parties in connection therewith.

NOW THEREFORE, for and in consideration of the mutual benefits to be derived from this MOA, the parties agree as follows:

1. The foregoing recitals are hereby incorporated herein as a material part of this MOA.
2. The County shall allocate up to \$60,000.00 received from the CARES Act to the EDA to establish a grant to NELSON CABLE for the Project consistent with: (i) the recitals which are incorporated herein by reference as a material part of this MOA; (ii) the Approval; and (iii) the Broadband Expansion Project Agreement **Exhibit 1** hereto.
3. The EDA shall enter into the Broadband Expansion Project Agreement with NELSON CABLE in a form consistent with **Exhibit 1** hereto.
4. The EDA working with the County will distribute the Grant Funds to NELSON CABLE for the Project consistent with the Broadband Expansion Project Agreement. The County, working with the EDA and NELSON CABLE, will ensure that those funds are distributed

in strict accordance with the Broadband Expansion Project Agreement, the CARES Act and the guidance issued by the State.

5. Any Grant Funds not distributed by the EDA to NELSON CABLE consistent with the Broadband Expansion Project Agreement shall be returned to the County.
6. By signing below, each party indicates it has obtained the authority of their governing bodies to execute this MOU.
7. Either party may terminate this MOU at any time by providing the other party with ninety (90) days written notice; and upon termination any Grant Funds not distributed by EDA shall be returned to the County.

This MOU represents the mutually agreed upon goals and responsibilities between the County and the EDA for the allocation of funds from the CARES Act as setout herein.

Witness the following signatures made this _____ day _____ of, 2020.

Fluvanna County

Economic Development Authority of
Fluvanna County

By: _____ (SEAL)

By: _____ (SEAL)

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to Form:

Fluvanna County Attorney

BROADBAND EXPANSION PROJECT AGREEMENT

THIS BROADBAND EXPANSION PROJECT AGREEMENT (the "Agreement"), made this _____ day of _____, 2020, by and between the ECONOMIC DEVELOPMENT AUTHORITY OF FLUVANNA COUNTY (the "EDA"), a political subdivision established by the FLUVANNA COUNTY (the "County") BOARD OF SUPERVISORS (the "Board"), and NELSON CABLE, INC. ("NELSON CABLE"), a Virginia corporation.

WITNESSETH:

WHEREAS, the EDA was created to promote the economic development the County and the safety, health, welfare, convenience, or prosperity of the citizenry pursuant to enabling legislation under Section 15.2-4900 et seq. of the Code of Virginia and has authority to make grants of money or property to further such ends pursuant to Section 15.2-4905;

WHEREAS, the County received certain Coronavirus Aid, Relief, and Economic Security Act ("CARES Act") funds and the CARES Act requires that the payments from the Coronavirus Relief Fund only be used to cover expenses that: (i) are necessary expenditures incurred due to the public health emergency with respect to COVID-19; (ii) were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government; (iii) were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020; and (iv) meet all other requirements of the CARES Act and applicable law related thereto (the "CARES Act Requirements");

WHEREAS, on October 21, 2020, the Board appropriated to the EDA from funds allocated to the County under the CARES Act the sum of up to \$60,000.00 (the "Grant Funds") to expand broadband to unserved or underserved territory in the southwestern portion of the County to assist with social distancing, distance learning, tele-working, and tele-health for the County's residents and businesses in that area including approximately 45 residences (the "Project") consistent with and as more specifically described in that motion of the Board (revised from the motion in the package to reflect fiber installation for at minimum 1.5 miles and allowing for at least 45 residential connections) and as more specifically described in that motion of the Board and the minutes related thereto attached hereto as **Exhibit A** (also referred to as the "Approval") and incorporated herein by reference as a material part hereof;

WHEREAS, the EDA is uniquely qualified to understand the public health, educational and economic impact of the COVID-19 pandemic on the County, its constituents and the businesses and schools therein;

WHEREAS, on October 21, 2020, a presentation to the Board confirmed the plans and route for the broadband expansion Project as presented to the Board in the presentation and depicted in the map (the “Staff Report”), both attached hereto as **Exhibit B** and incorporated herein by reference as a material part hereof;

WHEREAS, on October 21, 2020, the Fluvanna County Board of Supervisors approved the Grant Funds and Project subject to approval and execution by the County Administrator and the County Attorney as to form of an appropriate agreement between the County and the EDA consistent with the Boards Approval and the Staff Report, which Memorandum of Agreement with the EDA relating to administration of the Grant Funds for this Project was so approved and executed and an executed copy of the same is attached hereto as **Exhibit C** (the “MOA”);

WHEREAS, the Project is being completed for purposes set out in that Approval including to allow for social distancing, tele-work, tele-health, virtual learning and for other safety considerations particular to the public health emergency known as COVID-19 (the “Safety Considerations”), and the County will be using CARES Act funds the County received to fund the EDA’s grant for the Project. Therefore, the Project must be finally complete on or before December 30, 2020 (the “Completion Date”);

WHEREAS, NELSON CABLE understands that CARES Act funds will be used to pay for the work on the Project and that the purpose is for the Safety Considerations and all work on the Project must (i) conform to the CARES Act funding CARES Act Requirements; (ii) be made available as soon as practicable on or before the Completion Date; and, (iii) take into account Safety Considerations particular to the public health emergency known as COVID-19;

WHEREAS, NELSON CABLE agrees to do the work on the Project and is willing to pass on any savings created during the process of the build for the Project to the Board and EDA and also agrees this Project is a launching point for extensions to an underserved or unserved area as set out in the letter of Sarah Holman with NELSON CABLE to Bryan Rothamel, Economic Development Coordinator for Fluvanna County, dated October 14, 2020, attached hereto as **Exhibit D** and incorporated herein as a material part hereof;

WHEREAS, NELSON CABLE is willing to complete the construction and implementation of such Project consistent with this Agreement and all exhibits hereto;

WHEREAS, the Project will require improvements to and extension of NELSON CABLE's distribution system required to support the fiber optic cable, cable installation, service drops to individual customers, and supporting new equipment;

WHEREAS, the system installed through the Project shall be owned and operated by NELSON CABLE;

WHEREAS, it is in the public interest of the citizens of the County for the EDA to assist with the availability of broadband in the County which will benefit the County through the availability of additional communication, education, and employment opportunities for its citizens affected by the Coronavirus, thereby promoting the health, safety, welfare, convenience, and prosperity of the citizens of the County; and,

WHEREAS, the EDA and NELSON CABLE desire to enter into this Agreement to memorialize the understandings and conditions under which financial incentives will be provided to NELSON CABLE by the EDA for the Project, and to set forth the obligations and responsibilities of the parties in connection therewith.

NOW, THEREFORE, in consideration of the mutual promises of the parties and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Project: The foregoing recitals are hereby incorporated into the body of this Agreement as a material part hereof. NELSON CABLE will construct and operate a fiber optic network delivering fiber-to-the-home internet access beginning at existing facilities and then extending as depicted in Exhibit B consistent with the Project plans, Approval, Staff Report and Exhibit D. Notwithstanding the foregoing, at the meeting as reflected in the Approval, the Board opted for the longer 1.5 mile route of broadband extension to benefit at least 45 households, and the Grant Funds were increased to up to \$60,000 to reflect the extension; and any references to 1 mile of extension or up to \$36,000 in funding are replaced with "1.5 miles of extension" and "\$60,000", respectively, as appropriate. The Project area includes homes and businesses along the path shown in Exhibit B. The Project provides for the service extensions to any home or business along this route. It is anticipated that the Project will include 1.5 miles or more of fiber optic cable construction FTTP design which is "future proof" and offering service to at least 45 homes and any businesses along the route. The network will be capable of transferring data at the speed of 1 gigabit per second nominal to all homes and businesses within the Project area and will be consistent with all other requirements of this Agreement and the exhibits.
2. Completion. The Project shall be in service on or before the Completion Date of December 30, 2020. Based on the Safety Considerations, as portions of the Project are functional, NELSON CABLE agrees to put into service those portions of the Project such that the fiber will be made available prior to the Completion Date whenever reasonably practicable.
3. Grant. The parties agree that the total Project cost shall in no event exceed \$60,000.00 and NELSON CABLE agrees to complete the work on the Project for such Grant Funds or less as set forth herein. The EDA agrees to grant to NELSON CABLE a not to exceed total of \$60,000.00 for

completion of all of the work on the Project. The EDA will only pay NELSON CABLE for that portion of the Project actually completed on or before the Completion Date of December 30, 2020. The parties intend for the whole Project to be completed by the Completion Date, but agree that NELSON CABLE shall not be required to complete any portion of the Project the EDA does not fund because that portion of the Project cannot be or is not completed by the Completion Date. To the extent any Grant Funds are received by NELSON CABLE for portions of the Project not completed by December 30, 2020, NELSON CABLE agrees to return such portion of the Grant Funds to the EDA no later than January 30, 2021.

4. Payments. The EDA shall make payment to NELSON CABLE as follows:

- a. \$15,000.00 (being 25% of the Grant Funds) on November 15, 2020;
- b. \$15,000.00 (being 25% of the Grant Funds) on November 30, 2020 or when the Project is at least fifty percent (50%) completed based on a letter certification made by NELSON CABLE to the EDA; and
- c. the final \$30,000.00 (being the remaining 50% of the Grant Funds) upon completion, subject to the limits set out below in the remainder of this Section 4 and in Section 3 *supra* which may reduce or eliminate the final payment.

Notwithstanding the foregoing the EDA will only pay NELSON CABLE for the portion of the work on the Project fully and finally completed by the Completion Date of December 30, 2020. The Board cannot fund with CARES Act money and the EDA will not provide NELSON CABLE a grant for any portion of the broadband expansion Project not completed by December 30, 2020. NELSON CABLE understands and agrees that the Project Completion Date is time of the essence and that the Project must be completed by December 30, 2020. NELSON CABLE agrees and acknowledges that COVID-19 is not be a force majeure event it may use to excuse performance or any delay under this Agreement.

Further notwithstanding, the foregoing, NELSON CABLE has estimated the costs of this Project on certain assumptions and will pass on any savings and issue a grant request reduction to the EDA for any cost savings NELSON CABLE is able to achieve.

5. **TIME FOR COMPLETION:** The Project must be completed to the reasonable satisfaction of the EDA in accordance with this Agreement on or before December 30, 2020, at 5 p.m. est, time of the essence.

6. Reporting. NELSON CABLE will provide (a) work orders showing materials and labor costs, (b) maps verifying final routing that meets or exceeds Project service area coverage, (c) the number of homes and businesses passed as well as the number of service subscribers, and (d) speed tests that indicate network data transfer speeds meet Project commitment.

7. Governing Law. This Agreement shall be construed in accordance with the laws of the Commonwealth of Virginia without regard to choice of law principles.

8. Entire Agreement. This Agreement constitutes the full agreement among the parties and no party shall be bound by any terms, conditions or representations not contained herein. This Agreement may be modified only by written agreement signed by both parties hereto with the same formality.

8. General Terms.

- A. **DISCRIMINATION PROHIBITED:** Pursuant to Virginia Code § 2.2-4310, the County does not discriminate against person(s) because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, status as a service-disabled veteran, or any other basis prohibited by state law relating to discrimination in employment. NELSON CABLE shall conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended, where applicable, and § 2.2-4311 of the Virginia Procurement Act: a. During the performance of this Agreement, NELSON CABLE agrees as follows: NELSON CABLE will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of NELSON CABLE. NELSON CABLE agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. NELSON CABLE, in all Solicitations or advertisements for employees placed by or on behalf of NELSON CABLE, will state that NELSON CABLE is an equal opportunity employer. Notices, advertisements and Solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this Section 2. NELSON CABLE shall include the provisions of paragraph (a) above in every subcontract or purchase over \$10,000.00 so that the provisions will be binding upon each subcontractor.
- B. **CONFLICT OF INTEREST:** NELSON CABLE certifies by signing this Agreement with the EDA that no conflict of interest exists between NELSON CABLE, and the County or the EDA that interferes with fair competition and no conflict of interest exists between NELSON CABLE and any other person or organization that constitutes a conflict of interest with respect to the Agreement with the EDA.
- C. **APPLICABLE LAW AND COURTS:** Exclusive jurisdiction and venue of any dispute or matters involving litigation between the parties hereto shall be in the courts of Fluvanna County, Virginia. Any jurisdiction's choice of law, conflict of laws, rules, or provisions, including those of the Commonwealth of Virginia, that would cause the application of any laws other than those of the Commonwealth of Virginia, shall not apply. NELSON CABLE shall comply with applicable federal, State and local laws, ordinances, rules and regulations ("Applicable Law") in performance of the Agreement.
- D. **INSURANCE:** NELSON CABLE agrees that, during the period of this Agreement, it shall carry (and provide the EDA or the County with evidence of coverage if requested) the

following minimum amounts of insurance as they apply: Automobile \$500,000 Liability Medical Payment Comprehensive Collision Public Liability; \$1,000,000 Professional Liability; \$1,000,000 Excess Liability; \$2,000,000 Aggregate Over Above Policy Limits (Excluding Professional Liability); and Worker's Compensation Amount required by Virginia law. In addition, NELSON CABLE shall require, and shall include in every subcontract, that any subcontractor providing any goods or services related to this Agreement shall obtain, and continue to maintain for the duration of the work, workers' compensation coverage in the amount required by Virginia law.

- E. SEVERABILITY: If any term, covenant or provision of this Agreement shall be held to be invalid, illegal or unenforceable in any respect, this Agreement shall remain in effect and be construed without regard to such provision.
- F. TITLES: The titles and section headings in this Agreement are inserted solely for convenience and are not to be construed as a limitation on the scope of the provisions to which they refer.
- G. ATTORNEYS' FEES: In the event of a dispute between the County, EDA and NELSON CABLE under this Agreement which cannot be amicably resolved, in addition to all other remedies, the party substantially prevailing in any litigation shall be entitled to recover its reasonable expenses, including, but not limited to, reasonable attorneys' fees.
- H. NO WAIVER: Neither any payment for, nor acceptance of, the whole or any part of the work, nor any extension of time, shall operate as a waiver of any provision of this Agreement, nor of any power herein reserved to the County or the EDA, or any right to damages herein provided, nor shall any waiver of any breach of the Agreement be held to be a waiver of any other or subsequent breach. Failure of the EDA to require compliance with any term or condition of this Agreement shall not be deemed a waiver of such term or condition or a waiver of the subsequent enforcement thereof.
- I. SUBCONTRACTORS: Pursuant to Virginia Code § 2.2-4354, in the event that any subcontractors are used by NELSON CABLE in connection with the work, NELSON CABLE shall:
 - a. Within seven (7) days after receipt of amounts paid to NELSON CABLE for work performed by a subcontractor, either: i. Pay the subcontractor for the proportionate share of the total payment received attributable to the work performed by the subcontractor under any contract; or ii. Notify the EDA and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.
 - b. NELSON CABLE shall require each subcontractor to provide either (i) for an individual, their social security numbers, or (ii) for proprietorships, partnerships, and corporations to provide their federal employer identification numbers.
 - c. NELSON CABLE shall pay interest to any subcontractor on all amounts owed by NELSON CABLE that remain unpaid after seven days following receipt by NELSON CABLE of payment from the County or EDA for work performed by the subcontractor under Agreement, except for amounts withheld as allowed in subdivision (a)(ii) above. Unless otherwise provided under the terms of any contract, interest shall accrue at the rate of one percent (1%) per month.
 - d. NELSON CABLE shall include in each of its subcontracts under this Agreement a provision requiring each subcontractor to include or otherwise be subject to the

above payment and interest requirements (a), (b) and (c) with respect to each lower tier subcontractor.

- e. NELSON CABLE's obligation to pay an interest charge to a subcontractor pursuant to the payment clause in this Section shall not be construed to be an obligation of the County or EDA. No Agreement modification may be made for the purpose of providing reimbursement for such interest charge. No cost reimbursement claim may include any amount for reimbursement for such interest charge.
- J. NO ASSIGNMENT BY NELSON CABLE: NELSON CABLE may not assign this Agreement without the express written consent of the EDA and the County, which may be granted or withheld in the EDA's or the County's sole discretion.
- K. INDEMNIFICATION: NELSON CABLE agrees to indemnify, keep and save harmless the EDA and the County, its officers, agents, officials, employees and volunteers against any and all claims, claims of injuries, death, damage to property, patent claims, suits, liabilities, judgments, losses, costs and expenses, including but not limited to costs of investigation, all reasonable attorneys' fees (whether or not litigation results), and the cost of any appeal, occurring or arising in connection with NELSON CABLE's, its agents', subcontractors', employees', or volunteers' negligence or wrongful acts or omissions in connection with its performance of this Agreement. NELSON CABLE shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgment shall be rendered against the EDA or the County in any such action, NELSON CABLE shall, at his or her own expenses, satisfy and discharge the same. Nothing contained in this Contract shall be deemed to be a waiver of the EDA's or the County's sovereign immunity.
- L. DRUG-FREE WORKPLACE: Pursuant to Virginia Code § 2.2-4312, NELSON CABLE agrees to (i) provide a drug-free workplace for NELSON CABLE's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a Statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in NELSON CABLE's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all Solicitations or advertisements for employees placed by or on behalf of NELSON CABLE that NELSON CABLE maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- M. DEFAULT AND TERMINATION: In addition to all other remedies at law or in equity, in the event of a default by NELSON CABLE, the County may direct the Grant funds be returned to the County immediately. In no way is this Section intended to limit the EDA's or the County's rights or remedies in the event of a default by NELSON CABLE or termination of this Agreement and any rights the County may have over the Grant funds and use thereof. NELSON CABLE shall be in default under this Agreement for any failure to adhere to the requirements, terms and provisions of this Agreement. The EDA shall have the right to terminate this Agreement in the event of a default by NELSON CABLE.
- N. COMPLIANCE WITH IMMIGRATION LAW: Pursuant to Virginia Code § 2.2- 4311.1, NELSON CABLE does not, and shall not during the performance of the Agreement, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

- O. NOTICES: All written notices required or permitted under any Solicitation, Bid or Contract shall be deemed sufficient if delivered in person to the County, EDA or NELSON CABLE, as applicable, or sent by first class mail to the County, EDA or NELSON CABLE at the addresses set forth below or at such other address as a party may designate from time to time by notice given in accordance with the terms of this section. Such notices are deemed received when actually delivered to the party or its representative or agent if hand delivered, or one (1) business day after deposited into the United States mail, if mailed. Bryan Rothamel, Fluvanna County Economic Development Authority Coordinator and the Chair of the EDA should be provided any required notice to the EDA under this Agreement at 132 Main Street, Palmyra, VA 22963. Eric Dahl, Fluvanna County Administrator should be provided any required notice to the County under this Agreement at 132 Main Street, Palmyra, VA 22963. Sarah Holman should be provided any required notice to NELSON CABLE under this Agreement at Nelson Cable, Inc., 150 Front Street, Lovingson, Virginia 22949.

[Signature Page to Follow.]

IN WITNESS WHEREOF, the parties hereto set their signatures and seals by their respective duly authorized representatives as of the date first above written.

ECONOMIC DEVELOPMENT AUTHORITY OF FLUVANNA COUNTY

By: _____

Its: _____

Date: _____

NELSON CABLE, INC.

By: _____

Its: _____

Date: _____



SCOTTSVILLE BROADBAND EXPANSION

Bryan Rothamel
October 21, 2020

Background

- For distance learning, teleworking, and telehealth, there is a need for expanded broadband coverage in the County to unserved/underserved areas.
- Currently, the Appalachian Electric Power service district (in the western part of the County) does not have adequate connectivity.
- Part of CARES funds usage can be for expanding coverage to address schools distance learning, teleworking and telehealth.
- A meeting with Nelson Cable bought up an opportunity to expand the Nelson Cable fiber coverage area into the western part of the County.
- Any expansion must be built-out and operational by December 30, 2020.

Allocation of CARES Funds for Broadband Expansion

- The COVID-19 pandemic has changed the way that our residents' function daily, there will be an on-going and necessary need for broadband through December 30, 2020 and beyond.
- The residents of Fluvanna County through the pandemic have changed the way in which they work for their employers and teleworking has become a vital way for our community to continue to be gainfully employed through the pandemic.
- Being a rural community, having reliable and high-speed broadband is essential through a pandemic, being able to have access to health care providers through telehealth.
- Fluvanna County Public Schools will continue in a hybrid format and some families may still choose 100% virtual. Broadband in this un-served/underserved will serve an immediate need for virtual learners providing additional access to educational option.



Allocation of CARES Funds for Broadband Expansion

- **Project Scope:**

- It is approximately 1.5 miles from 225 - 1378 Poplar Spring Road.

- Fiber Installation:

- Previous 1.0 miles x \$25,000.00 per mile = \$25,000.00

- **Revised 1.5 miles x \$25,000.00 per mile = \$37,500.00**

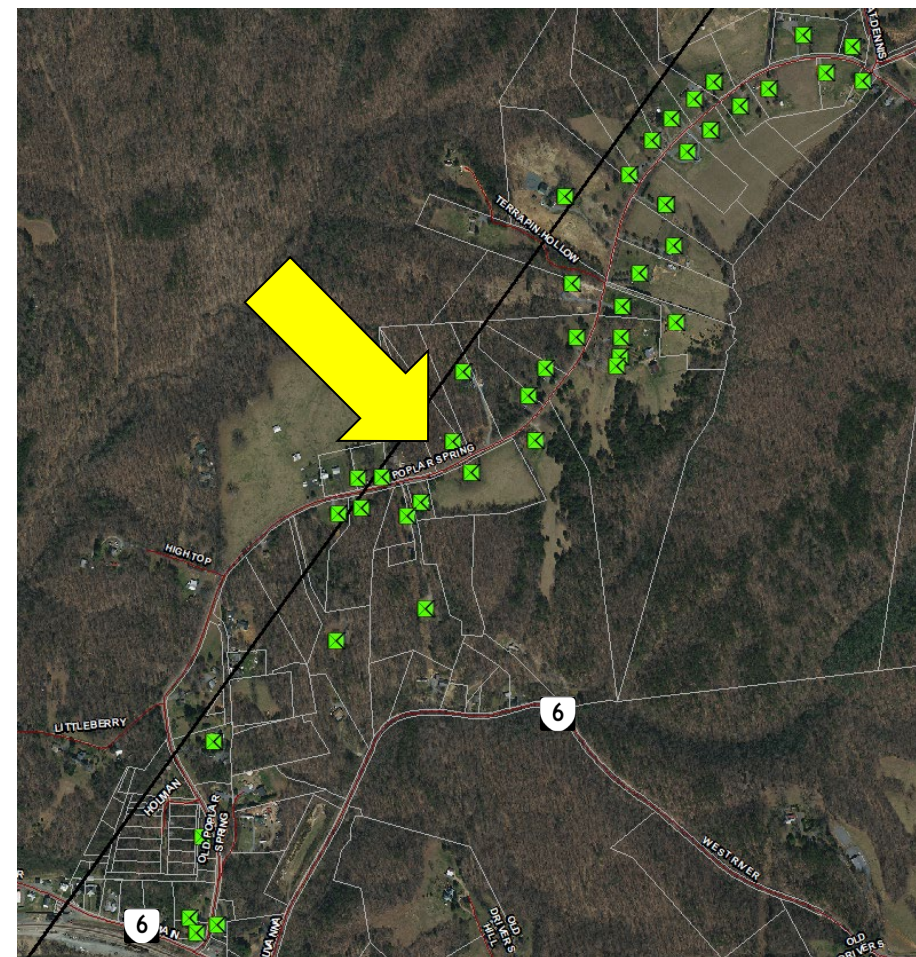
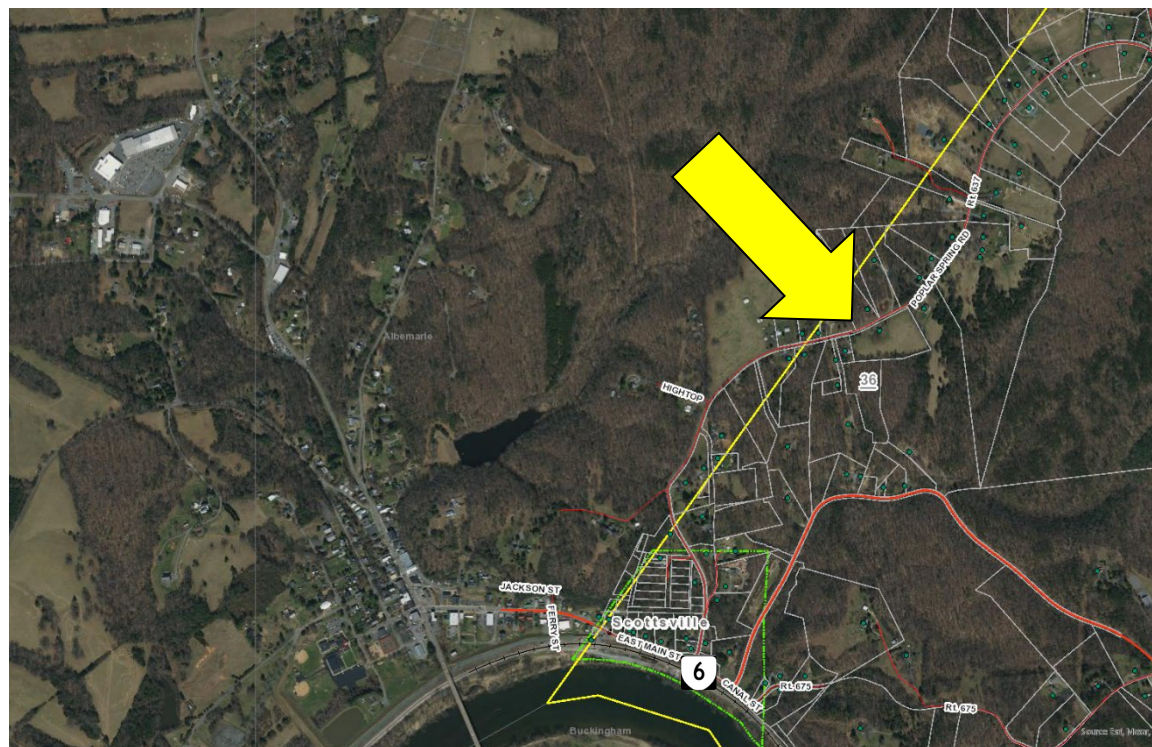
- The house drops:

- Previous 22 connections x \$500.00 = \$11,000.00

- **Revised 45 connections x \$500.00 = \$22,500.00**

- **UPDATED** Total amount requested: **\$60,000.00**

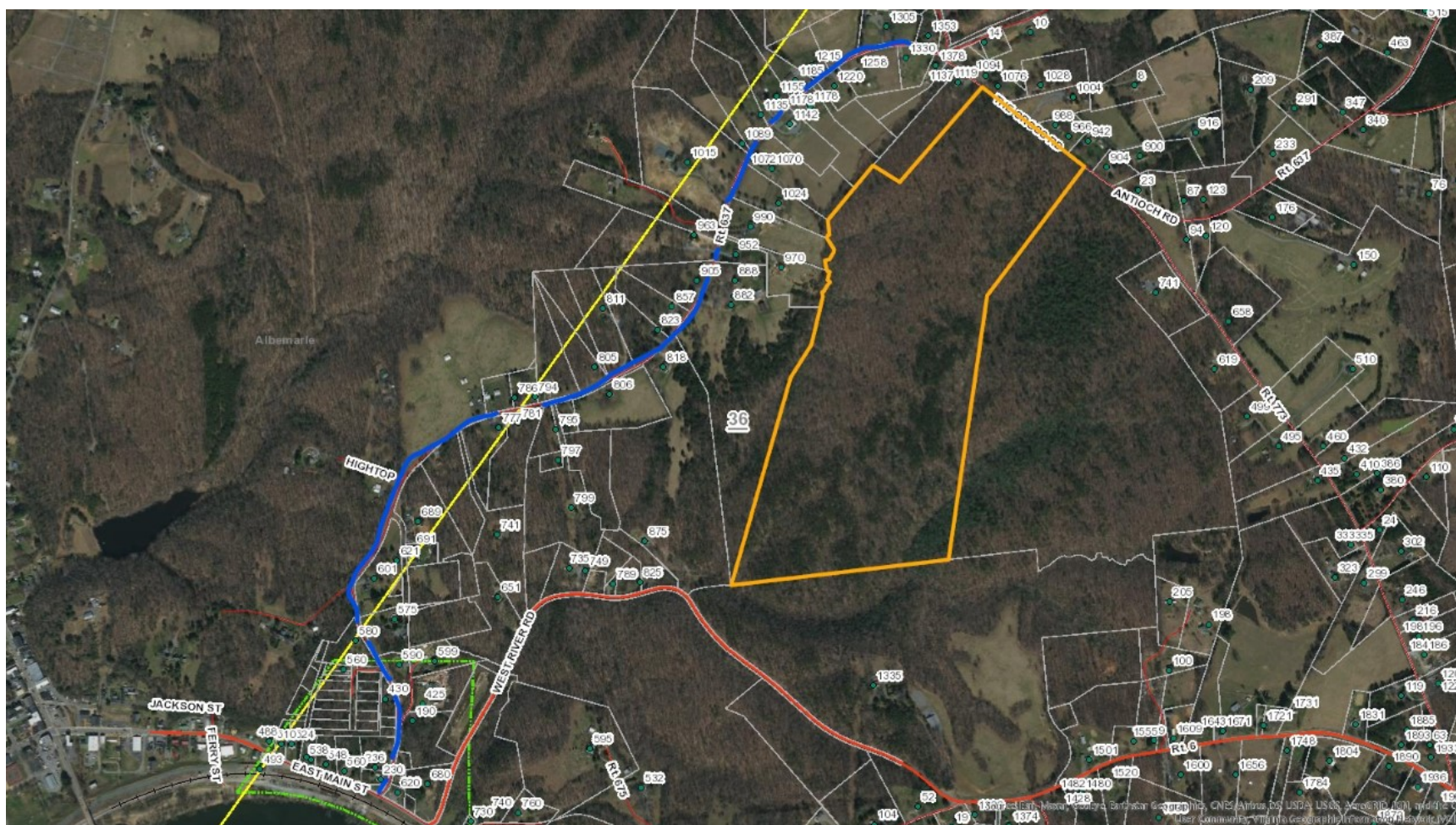
Allocation of CARES Funds for Broadband Expansion (cont.)



Next Steps

- **Approve the motion this evening allocating \$60,000 to the Fluvanna County EDA for the broadband expansion project in the unserved/underserved partial territory in Scottsville. This motion also allows the County to begin the next two steps.**
- **The County and the Economic Development Authority of Fluvanna will have an MOA (similar as we did with CVSI agreement).**
- **The EDA will entertain the MOA and an agreement with Nelson Cable (similar as we did with CVSI) on November 9.**

Questions?



The route of the broadband expansion Project is marked in blue.

Exhibit B page 8

**FLUVANNA COUNTY BOARD OF SUPERVISORS
AGENDA ITEM STAFF REPORT**

TAB F

Date:	October 21, 2020				
AGENDA TITLE:	Scottsville Area Broadband Expansion Project in Fluvanna County				
MOTION(s):	<p>I move the Board of Supervisors approve \$36,000 of the \$4.758 million Fluvanna County received from the Commonwealth of Virginia, as part of The Coronavirus Aid, Relief, and Economic Security (CARES) Act, to be allocated to the Economic Development Authority of Fluvanna County (the "EDA") related to a broadband expansion project in an unserved and underserved territory in the southwestern portion of the County near Scottsville, as such project has been presented (the "Broadband Project"), to assist with social distancing, distance learning, teleworking, telehealth for our residents, and utilizing the EDA under Section 15.2-4900 et seq. of the Code of Virginia "through the promotion of their safety, health, welfare, convenience, or prosperity", in response to the COVID-19 disruption, subject to approval by the County Administrator and the County Attorney of an appropriate agreement consistent with this resolution and the staff report between Fluvanna County and the EDA on the Broadband Project, and further authorize the County Administrator to execute such agreement subject to the County Attorney's approval as to form; and further subject to approval by the EDA, the County Administrator and the County Attorney of an appropriate agreement with Nelson Cable, Inc., for the Broadband Project consistent with the resolution between the EDA and Nelson Cable, Inc., a Virginia corporation, and further authorize the County Administrator to approve and if necessary execute such agreement subject to the County Attorney's approval as to form.</p>				
STRATEGIC INITIATIVE?	Yes X	No	If yes, list initiative(s):		A2
AGENDA CATEGORY:	Public Hearing	Action Matter X	Presentation	Consent Agenda	Other
STAFF CONTACT(S):	Eric Dahl, County Administrator				
PRESENTER(S):	Eric Dahl, County Administrator				
RECOMMENDATION:	Approval				
TIMING:	Immediate				

DISCUSSION:

- Fluvanna County received \$4,758,404 from 2 rounds of Coronavirus Aide, Relief, and Economic Security funding.
- The CARES Act provides that payments from the Fund may only be used to cover costs that:
 1. are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
 - The statute also specifies that expenditures using Fund payments must be “necessary.” The Department of the Treasury understands this term broadly to mean that the expenditure is reasonably necessary for its intended use in the reasonable judgment of the government officials responsible for spending Fund payments.
 2. were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government; and
 - The CARES Act also requires that payments be used only to cover costs that were not accounted for in the budget most recently approved as of March 27, 2020.
 3. were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.
- US Treasury guidance “Coronavirus Relief Fund Frequently Asked Questions Updated as of August 10, 2020” number 36. May recipients use Fund payments to expand rural broadband capacity to assist with distance learning and telework?
 - Such expenditures would only be permissible if they are necessary for the public health emergency. The cost of projects that would not be expected to increase capacity to a significant extent until the need for distance learning and telework have passed due to this public health emergency would not be necessary due to the public health emergency and thus would not be eligible uses of Fund payments.
- The southwestern portion of Fluvanna County is unserved and underserved for broadband.
- The County has been in discussions with Nelson Cable to provide broadband into the un-served/underserved portion of the County:
 - The project is a Fiber To The Premise (FTTP) design, with an aerial fiber trunk line being deployed. The requested funding for this project would cover approximately 1 mile on Poplar Spring Road. The fiber trunk line would begin at the fiber connection (POP) in Scottsville, VA. They will be utilizing Appalachian Power poles, for which they have an active pole attachment agreement. There are approximately 22 dwellings.
 - \$36,000.00 request in funding. \$25,000.00 for the construction on the main line, as well as \$11,000.00 for the 22 house drops and Customer Premise Equipment (ONT).

	<ul style="list-style-type: none"> ○ Nelson Cable, Inc. plans to “future proof” the fiber broadband network by building a network capable of 10 Gb service. The original offering will be speeds from 25/25 Mbps to 1,000/1,000 Mbps (1 Gb). As bandwidth becomes available and residents become more familiar and comfortable with using the internet, they will take comfort in knowing that they have a service provider who will provide them the best available for success, not the minimum to just “get by” or satisfy proposal requirements. • For the education, safety, health, welfare, convenience, or prosperity of our residents, having access to broadband is a needed utility during the pandemic, which allows for distance learning, tele-health and tele-working possibilities. • The COVID-19 pandemic has changed the way that our residents’ function daily, there will be an on-going and necessary need for broadband through December 30, 2020 and beyond. • Fluvanna County Public Schools will be starting the school year 100% virtual and it is undetermined when that need will end. Broadband in this un-served/underserved will serve an immediate need for virtual learners providing additional access to educational option. • The residents of Fluvanna County through the pandemic have changed the way in which they work for their employers and teleworking has become a vital way for our community to continue to be gainfully employed through the pandemic. • Being a rural community, having reliable and high-speed broadband is essential through a pandemic, being able to have access to health care providers through telehealth. • The Commonwealth of Virginia is a Dillon Rule state, limiting local governments to the powers expressly granted to them by the state. • The Commonwealth has not expressly granted local governments to distribute funds to businesses or organizations. • The Fluvanna County Economic Development Authority does have the authority to distribute funds to businesses and organizations. • If the Board of Supervisors approves this action, the County Attorney will continue to work with the EDA and Nelson Cable, Inc. for the necessary MOU’s and Resolutions for future board meetings and consideration.
FISCAL IMPACT:	Funding would be allocated from the CARES Act.
POLICY IMPACT:	None

LEGISLATIVE HISTORY:	None				
ENCLOSURES:	<ul style="list-style-type: none"> Nelson Cable, Inc. Broadband Expansion Proposal Scottsville Area Broadband Expansion Map (Poplar Spring Rd – Blue Line) 				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
	X	X			X



PO Box 395
Lovington, VA 22949
434.263.4805
www.nelsoncable.com

October 14, 2020

Bryan Rothamel
Economic Development Coordinator
Fluvanna County, VA

Dear Mr. Rothamel:

It was a pleasure to speak with you. Nelson Cable has some exciting projects in the works, and hopefully, we can work together in some capacity.

Our Company has been providing Cable TV service to the Scottsville area since 1989. We are upgrading the system to IPTV, Fiber Broadband, and VoIP Telephone. Work is scheduled to commence in November, 2020.

This project reflects the Commonwealth's priority to providing high speed quality internet to rural Virginians to promote distance learning, telecommuting, and telemedicine.

I have outlined a brief summary of our plans and service area. The pricing is effective for 90 days.

Please let me know if you have any questions. I can be reached on my cell # 434-531-2124 or by email, sarah@nelsoncable.com.

Thank you.

Sincerely,

Sarah Holman

Sarah Holman
Business Development

Project Overview

Nelson Cable, Inc. has been at the forefront of rural telecommunications for almost 50 years. It was one of the first in Central Virginia to offer Cable TV in a rural, mountainous area. As technologies have evolved, Nelson Cable, Inc. has stayed relevant by offering choices to its communities including Cable TV, Satellite TV and Internet, Wireless Internet, Cable Modem Internet, and Fiber Broadband Internet. Nelson Cable, Inc. has the knowledge and expertise to fulfill the need of broadband in unserved and underserved areas.

Nelson Cable, Inc. has over 18 years in fiber network deployment and operational experience. Our team includes 20 employees who have over 300 combined years of experience in all aspects of the business: project design and planning, financial, deployment, sales, installation, customer service, technical support and billing. We work closely with 2 Independent Installation Contractors to deploy additional plant when needed.

The project is a Fiber To The Premise (FTTP) design, with an aerial fiber trunk line being deployed. The requested funding for this project would cover approximately 1 mile on Poplar Spring Road. The fiber trunk line would begin at the fiber connection (POP) in Scottsville, VA. We will be utilizing Appalachian Power poles, for which we have an active pole attachment agreement. There are approximately 22 dwellings.

We are requesting \$36,000.00 in funding. \$25,000.00 for the construction on the main line, as well as \$11,000.00 for the 22 house drops and Customer Premise Equipment (ONT).

Nelson Cable, Inc. plans to “future proof” the fiber broadband network by building a network capable of 10 Gigabyt service. The original offering will be speeds from 25/25 Mbps to 1,000/1,000 Mbps (1 Gigabyt). As bandwidth becomes available and residents become more familiar and comfortable with using the internet, they will take comfort in knowing that they have a service provider who will provide them the best available for success, not the minimum to just “get by” or satisfy proposal requirements.

We have used Calix in the past, but equipment lead times are at least 14 weeks, and Technical Support has become minimal. We have transitioned to a Dasan Zhone Solutions ONT for internet. We chose this solution because equipment is readily available with a strong Technical Support team.

Nelson Cable, Inc. plans to begin the project in November, 2020. We begin by overlashing of lines and updating hardware along the route. At this point, FTTP will be available to any household along the route that wants the service. An ONT will be installed for each customer. The entire project should take about 4 weeks. At the time of activation, technicians will provide a brief overview of the service as well as a short tutorial for customers on how to maximize the broadband experience. Afterwards, 24/7/365 technical support is available to our customers.

Dependable, affordable, broadband is key to providing a complete education to school- age children. Nelson Cable’s plan includes a no cost installation and an affordable, quality 25/25 \$9.95 monthly service plan to qualifying households with school age children.

Service Level Agreement: Nelson Cable will offer the following speeds:

- a. 25/25: \$9.95 per month – available to qualifying households with school age children
- b. 50/50: \$39.99 per month
- c. 100/100: \$48.99 per month
- d. 500/500: \$63.99 per month
- e. 1,000/1,000: \$78.99 per month

All services are offered on a month to month basis. All services require advance written notice to terminate service. Due to the nature of broadband, a 30 day advance written notice is required.

Company will lease a wireless router to the Subscriber if Subscriber does not wish to purchase one. The monthly lease fee for a standard wireless router is \$5.99 per month. Company does not guarantee service with an ONT or wireless router not provided by Company.

I hope this provides you with a good understanding of the project. Please let me know if you have any further questions or require additional information.

Thank you,

Sarah Holman

Sarah Holman
Business Development
434-531-2124
sarah@nelsoncable.com

**FLUVANNA COUNTY BOARD OF SUPERVISORS
AGENDA ITEM STAFF REPORT**

TAB R

MEETING DATE:	November 4, 2020				
AGENDA TITLE:	A Resolution for the Scenic River Designation of a Segment of the James River				
MOTION(s):	I move the Board of Supervisors approve a resolution entitled, “A RESOLUTION TO THE VIRGINIA GENERAL ASSEMBLY PETITIONING FOR THE SCENIC RIVER DESIGNATION OF A SEGMENT OF THE JAMES RIVER”				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				X	
STAFF CONTACT(S):	Eric Dahl, County Administrator				
PRESENTER(S):	Eric Dahl, County Administrator				
RECOMMENDATION:	Approve				
TIMING:	Immediate				
DISCUSSION:	<ul style="list-style-type: none"> • The Department of Conservation and Recreation (DCR) staff conducted a scenic river study of the Middle James River. • Based on the study, the segments totaling 45 miles from the confluence with Allen's Creek to Warren and from New Canton to Columbia has been found to qualify for Virginia Scenic River designation. • The Board will ultimately need to pass a resolution of support for extending the designation of the James River. • The County will also need to contact its local General Assembly representatives to request that they serve as patrons for the legislation that will codify the designation. 				
FISCAL IMPACT:	None.				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	Resolution				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other



BOARD OF SUPERVISORS

County of Fluvanna
Palmyra, Virginia

RESOLUTION No. 29-2020

A RESOLUTION TO THE VIRGINIA GENERAL ASSEMBLY PETITIONING FOR THE SCENIC RIVER DESIGNATION OF A SEGMENT OF THE JAMES RIVER

WHEREAS, the Fluvanna County Board of Supervisors wish to thank their representatives in the General Assembly for their interest and support of this resolution petitioning the scenic river designation of a segment of the James River; and;

WHEREAS, the Virginia Scenic Rivers Act of 1970 establishes Virginia Scenic Rivers Program's to identify, designate and help protect rivers and streams that possess outstanding scenic, recreational, historic and natural characteristics of statewide significance for future generations; and

WHEREAS, a 2019 survey effort by the Virginia Department of Conservation and Recreation, in partnership with the James River Association and initiated at the Town of Scottsville's request, found a 20-mile segment of the river, from one mile upstream of the Warren boat ramp down to New Canton, to qualify for Virginia Scenic River designation; and

WHEREAS, a September 2020 survey effort found an additional 45-mile segment of the river, from New Canton to Columbia, to qualify for Virginia Scenic River designation; and

WHEREAS, a total of 65 miles of the James River now qualifies for Virginia Scenic River designation, which includes the entirety of the James River in Fluvanna County;

NOW, THEREFORE BE IT RESOLVED that the Fluvanna County Board of Supervisors respectfully requests the General Assembly to pass legislation amending the Code of Virginia § 10.1, Chapter 4, the Scenic Rivers Act, to include as a component of the Virginia Scenic Rivers System that portion of the James River in Buckingham, Fluvanna, and Cumberland Counties, from New Canton to Columbia; and

BE IT FURTHER RESOLVED This resolution shall become effective immediately. The Fluvanna County Administrator shall mail or deliver a copy of this resolution to the County's representatives in the General Assembly, other selected members of the General Assembly, area local governments, and to other interested persons, as appropriate.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by the Fluvanna County Board of Supervisors at a Regular Meeting of the Board held on the 4th day of November, 2020;

	AYE	NAY	ABSTAIN	ABSENT	MOTION	SECOND
Mozell H. Booker, Fork Union District						
Patricia B. Eager, Palmyra District						
Anthony P. O'Brien, Rivanna District						
John M. Sheridan, Columbia District						
Donald W. Weaver, Cunningham District						

Attest:

John M. Sheridan, Chair
Fluvanna County Board of Supervisors

Matthew J. Strickler
Secretary of Natural Resources

Clyde E. Cristman
Director



Rochelle Altholz
BOS2020-10-04 p.311/793
Deputy Director of
Administration and Finance

Russell W. Baxter
Deputy Director of
Dam Safety & Floodplain
Management and Soil & Water
Conservation

Nathan Burrell
Deputy Director of
Government and Community Relations

Thomas L. Smith
Deputy Director of
Operations

COMMONWEALTH of VIRGINIA
DEPARTMENT OF CONSERVATION AND RECREATION

October 6, 2020

Ms. Rebecca S. Carter
Buckingham County Administrator
P.O. Box 252
Buckingham, VA 23921-0252

Mr. Jeffrey B. Richardson
Albemarle County Executive
401 McIntire Road
Charlottesville, VA 22902-4596

Mr. Eric M. Dahl
Fluvanna County Administrator
P.O. Box 540
Palmyra, VA 22963

Mr. Stephen A. Carter
Nelson County Administrator
P.O. Box 336
Lovingston, VA 22949



Re: Scenic River Study of the Middle James River between Allens Creek and Warren, and New Canton and Columbia

Dear Administrators:

At your request on behalf of the [county] Board of Supervisors, the Department of Conservation and Recreation (DCR) staff conducted a scenic river study of the Middle James River. The field evaluation was performed on September 9 through 13, 2020. James River Association and DCR staff along with interested local citizens traveled the study corridor by canoe and kayak. Based on the study, the segments totaling 45 miles from the confluence with Allen's Creek to Warren and from New Canton to Columbia has been found to qualify for Virginia Scenic River designation. These extensions will be added to the James River segment that was designated July 1, 2020 from Warren to New Canton to make a total of approximately 65 miles of the James River a designated Virginia Scenic River.

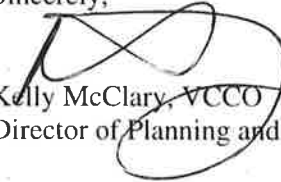
Should the Board wish to continue with the designation process, please notify Lynn Crump of my staff as soon as possible. The Board will ultimately need to pass a resolution of support for extending the designation of the James River. Once DCR receives a copy of the resolution, we will develop a report about the recommendation for designation, which will be posted at <https://www.dcr.virginia.gov/recreational-planning/srstudies>. The Counties will also need to contact its local General Assembly representatives to request that they serve as patrons for the legislation that will codify the designation.

For the full section of the James River from Allen's Creek to Columbia to be designated as a scenic river, all of the locality jurisdictions within this river span must provide a County resolution of support. Specifically Appomattox and Cumberland Counties, copied here, will also need to provide a resolution of support as described. DCR encourages all localities to work together to assure the full 45 qualifying miles can be processed for designation.

The Board of Conservation and Recreation will hear the proposal for this designation at its next meeting and will review and make a determination on the designation for the Middle James River. We look forward to hearing from you regarding your interest in pursuing the formal designation. Ideally, designation legislation could be introduced in the 2021 General Assembly session.

If you would like DCR staff to participate in any general or public informational meetings, please let Lynn Crump know and we will be happy to assist. We appreciate your interest in the Scenic Rivers Program and look forward to working with you to facilitate the extension of the designation of the Middle James River. If you have any questions, please contact Lynn Crump, Environmental Programs Planner, 804-786-5054, or Lynn.Crump@dcr.virginia.gov. In an effort to more effectively reduce our environmental impacts, all copies will be sent electronically.

Sincerely,



Kelly McClary, VCCO
Director of Planning and Recreation Resources

Attachment

C: Susan M. Adams – Appomattox County Administrator
Don Unmussig, Cumberland County Administrator
Matt Lawless, Scottsville Town Administrator, Town of Scottsville
Anne Dixon – Appomattox County Director of Parks, Recreation & Tourism
Maureen A. Kelley – Nelson County Director of Tourism
Claire Richardson – Nelson County Director of Parks and Recreation
Dan Mahon – Albemarle Greenway/Blueway Supervisor
Chip Boyles, Executive Director, Thomas Jefferson Planning District Commission
Grace Leonard, Thomas Jefferson Planning District Commission
Justin Doyle, James River Association
Rob Campbell, James River Association
Heidi Dhivya Berthoud, Friends of Buckingham
Lynn Crump, Scenic Resources Coordinator, DCR

Legend

James River section designated July 1, 2020

Qualified Sections

Scenic Rivers

Status

Designated

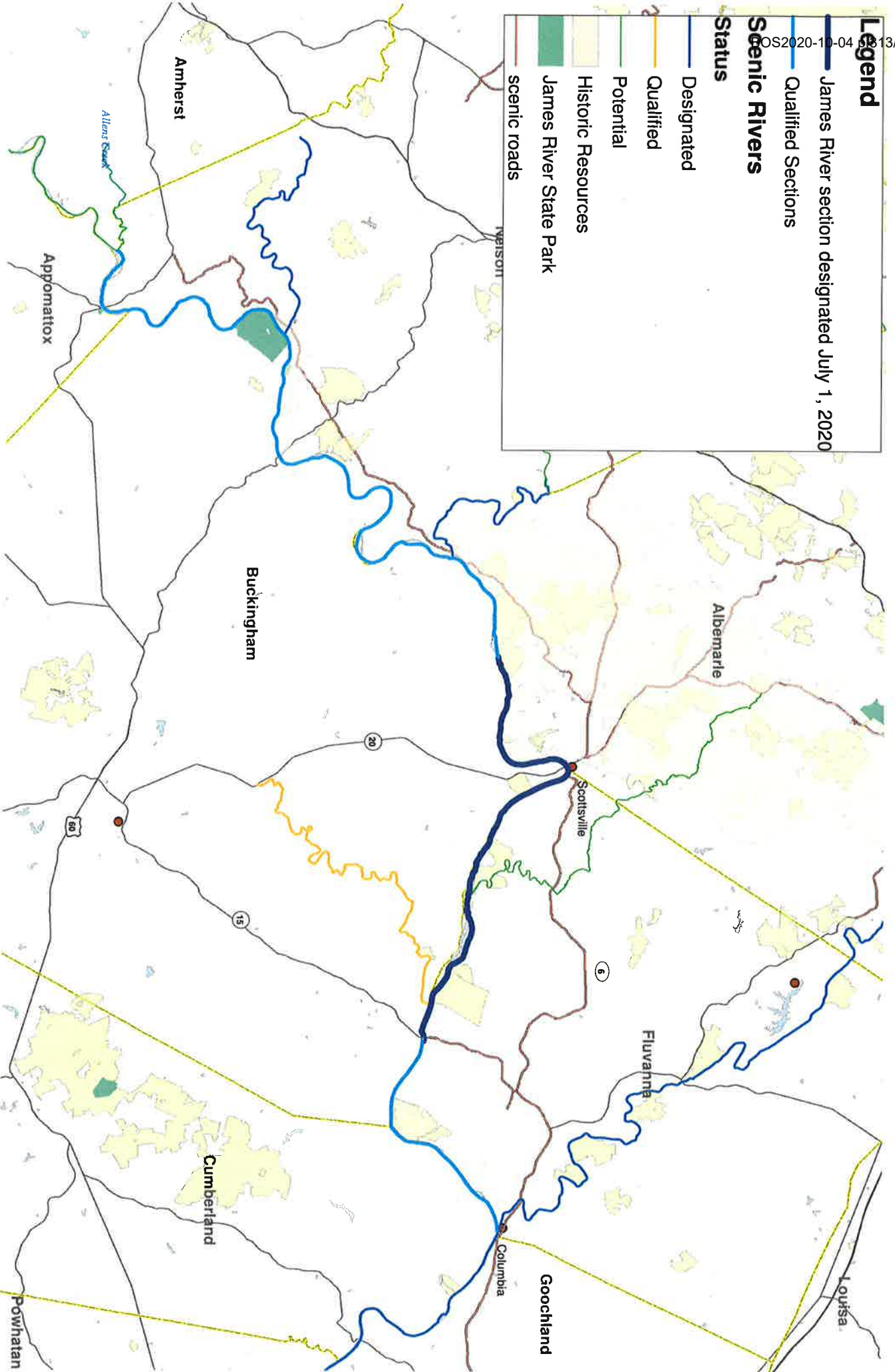
Qualified

Potential

Historic Resources

James River State Park

scenic roads



**FLUVANNA COUNTY BOARD OF SUPERVISORS
AGENDA ITEM STAFF REPORT**

TAB S

MEETING DATE:	November 4, 2020				
AGENDA TITLE:	Temporary Staff Stipend for Additional Duties - Panko				
MOTION(s):	I move the Board of Supervisors approve a temporary stipend for Karen Panko, Communications Officer, at the rate of \$50.00 per week, effective beginning November 8, 2020, until the end of Fiscal Year 2021, with such funds to come from the FY21 E911 Personnel Budget.				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				XX	
STAFF CONTACT(S):	Jessica Rice, Human Resources Manager				
PRESENTER(S):	Jessica Rice, Human Resources Manager; Michael Grandstaff, Director of Communications				
RECOMMENDATION:	Approval				
TIMING:	Current				
DISCUSSION:	<ol style="list-style-type: none"> 1) Due to new mandatory dispatcher training requirements slated for 2021 and more stringent VCIN recordkeeping requirements, a current Team Leader (supervisor) has been reassigned to specific duties that ensure compliance with these new requirements. 2) Ms. Panko will be assuming the role and responsibilities of the Team Leader for her crew. This role provides supervisory oversight and decision-making responsibility not previously required of her. 3) This is a temporary assignment that will cease upon the completion of Fiscal Year 2021. 4) Total cost of \$1,725 for the remainder of Fiscal Year 2021, to come from vacancy savings in the E911 FY21 budget. 				
FISCAL IMPACT:	\$100 per pay period; within existing E911 personnel budget. Stipend will terminate upon the final pay cycle of Fiscal Year 2021.				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	N/A				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
				XX	Sheriff COAD

FLUVANNA COUNTY BOARD OF SUPERVISORS
AGENDA ITEM STAFF REPORT

TAB T

MEETING DATE:	November 4, 2020				
AGENDA TITLE:	Sheriff's Office Position Description Updates				
MOTIONS:	<p>I move to approve the updated position descriptions as presented for:</p> <ul style="list-style-type: none"> • Job Class 6060, Deputy Sheriff • Job Class 6050, Deputy Sheriff- Investigator • Job Class 6040, Deputy Sheriff- Sergeant • Job Class 6030, Deputy Sheriff- Lieutenant • Job Class 6035, Deputy Sheriff- LT of Investigations • Job Class 6020, Deputy Sheriff- Captain • Job Class 6010, Chief Deputy Sheriff- Major 				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				XX	
STAFF CONTACT(S):	Jessica Rice, Human Resources Manager; Major David Wells, Sheriff's Office				
PRESENTER(S):	Jessica Rice, Human Resources Manager				
RECOMMENDATION:	Approval				
TIMING:	Current				
DISCUSSION:	<p>1. The BOS approved a new law enforcement pay plan during FY21 budget adoption. The new pay streamlined and organized different levels of authority within the Sheriff's Office.</p> <p>2. Position descriptions have been renumbered to be cohesive with other County departments and sequential within the department.</p> <p>3. The previous position descriptions were revised to be less prescriptive and allow for cross-training and assignments. Changes also clarify necessary training and experience to be successful in each position.</p> <p>4. Several of the Sheriff's Office position descriptions had not been updated for over a decade.</p>				
FISCAL IMPACT:	There is no fiscal impact. All positions were previously approved by the Board of Supervisors, and funding approved in the FY21 budget. There are no pay band or salary changes with these updates.				

POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	<ul style="list-style-type: none"> Revised Position Descriptions 6060, 6050, 6040, 6030, 6035, 6020, 6010 FY21 Law Enforcement Pay Rates and Classification- for reference 				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
				XX	Sheriff



FY21 Law Enforcement Pay Rates and Classifications

Fluvanna County

Approved 6-17-2020

Pay Band	Class	Position Title	Full-Time Hourly Rates			Full-Time Annual Pay (Expected)		
			Minimum	Mid-Range	Maximum	Minimum	Mid-Range	Maximum
105	6070	Deputy Sheriff- Probationary	\$17.40	\$21.75	\$26.10	\$38,000	\$47,500	\$57,000
106	6060	Deputy Sheriff	\$18.36	\$22.95	\$27.53	\$40,090	\$50,113	\$60,135
107	6050	Deputy Sheriff- Investigator	\$20.19	\$25.24	\$30.29	\$44,099	\$55,124	\$66,149
108	6040	Deputy Sheriff- Sergeant	\$21.11	\$26.39	\$31.66	\$46,104	\$57,630	\$69,156
109	6030	Deputy Sheriff- Lieutenant	\$24.28	\$30.35	\$36.41	\$53,020	\$66,275	\$79,530
110	6035	Deputy Sheriff- LT of Investigations	\$25.49	\$31.86	\$38.24	\$55,671	\$69,589	\$83,507
111	6020 (EXEMPT)	Deputy Sheriff- Captain	\$27.92	\$34.90	\$41.88	\$60,973	\$76,216	\$91,460
112	6010 (EXEMPT)	Chief Deputy Sheriff- Major	\$32.11	\$40.13	\$48.16	\$70,119	\$87,649	\$105,179
113	6000 (EXEMPT)	Sheriff	\$41.36	\$51.71	\$62.05	\$90,339	\$112,924	\$135,509



Fluvanna County, Virginia
 Sheriff's Office
 Job Description
DRAFT V2

Chief Deputy Sheriff- Major

Job Class #:	6010
Pay Grade:	112
Category:	Full-time, with Benefits
FLSA Status:	Exempt
Reports To:	Sheriff

SUMMARY

Performs work as a sworn law enforcement executive. May also perform field or response level law enforcement work as needed. Appointed by the Sheriff, the Major serves as second in command of the Fluvanna County Sheriff's Office. The Major assumes the responsibilities of the Sheriff in his absence. The Major supervises all sworn staff and law enforcement operations. The Major observes and evaluates the needs of the Sheriff's Office and the community to assist the Sheriff in planning, preparing, and executing policies, strategic plans, and budgetary needs. Appointee serves at the pleasure of the Sheriff.

ESSENTIAL FUNCTIONS

- Follows and ensures subordinates follow Agency general orders, rules, and regulations and the Law Enforcement Code of Ethics.
- Enforces state and local laws and ordinances.
- Responsible for the effective supervision, overall management, and coordination of all law enforcement activities and sworn staff.
- Performs law enforcement administrative management duties to include; planning, operational oversight, preparing reports and correspondence, monitoring agency budget, and overseeing agency equipment needs.
- Oversees training programs.
- Ensures agency documents are properly completed, secured, and maintained.
- Ensures calls for service, court process service, and court security are conducted in an effective and efficient manner.
- Makes arrests, testifies in Court, and assists other deputies.
- Prepares and reviews performance evaluations; handles disciplinary actions; and approves and monitors leave requests.
- Ensures citizen complaints and internal administrative investigations are properly conducted and documented.
- Oversees daily operations of all sworn staff.
- Ensures Agency's General Orders are complete, current, and meet legal and industry standards.
- Acts as Agency head in Sheriff's absence.
- Helps prepare and administer office budget.
- Coordinates with other emergency management agencies for disaster planning and response.
- Liaisons with county human resources director to ensure sheriff's office practices are congruent with lawful employment practices.

- Observes, assists, mentors, trains and evaluates subordinate activities to ensure they perform their assigned task, duties, and responsibilities.
- Provides support and guidance to subordinates during operations and ensures proper resources are available and properly allocated.
- Ensures the quality delivery of law enforcement services to the citizens of Fluvanna.
- Counsels, guides and initiates corrective action relating to subordinates and ensures such actions are properly documented.
- Maintains and promotes confidentiality in all personnel matters.
- Plans, organizes, directs, coordinates, and supervises large scale critical incidents or events.
- Ensures all sworn staff training is conducted in accordance with VA DCJS and industry standards.
- Helps prepare and administer Department budget.
- Provides guidance to subordinate supervisors in the office with respect to evaluating, counseling, motivating, and disciplining employees.
- Promotes positive community relations and attends community events.
- Makes appropriate releases of information to the media and the public.
- Conducts internal affairs investigations in accordance with policy and procedure.
- Prepares or causes to be prepared special reports, surveys, and other documentation as required.
- Develops and maintains cooperative and professional relationships with representatives from other agencies, departments and organizations.
- Promotes positive community relations and attends community events.
- Performs law-enforcement related emergency management functions.
- Supports the chain of command and promotes a healthy, safe, harassment free and responsive work environment that serves to encourage a positive command climate and good morale.

REQUIRED KNOWLEDGE, SKILLS AND ABILITIES

- Extensive knowledge of the laws and regulations relating to law enforcement administration.
- Extensive knowledge of office policy and procedures.
- Extensive knowledge of the Code of Virginia, case law, and county ordinances.
- Thorough knowledge of the geography of the County and the location of important buildings and critical infrastructure.
- Thorough knowledge of human resource management.
- Strong ability to assign, direct and supervise the work of subordinate staff.
- Strong ability to give, receive, and implement oral and written instructions.
- Strong ability to prepare clear, comprehensive reports.
- Strong ability to review and correct reports of others.
- Strong ability to deal courteously, firmly and tactfully with the public.
- Strong ability to analyze situations and to adopt quick, effective and reasonable courses of action.
- Strong ability to maintain cooperative relationships with other County officials and with the general public.
- Strong ability to show empathy, build community trust, and serve with dignity in a dynamic law enforcement climate.
- Ability to maintain proficiency in the use of firearms, less-lethal weapons, defensive tactics, and the emergency operation of a motor vehicle.
- Ability to create and implement strategic planning.

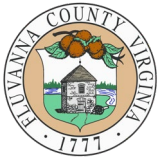
ACCEPTABLE EDUCATION, EXPERIENCE, AND TRAINING

- Any combination of education and experience in the field of law enforcement, public administration or related field and extensive experience of a wide and progressively responsible nature in police administration, including considerable supervisory experience.
- A minimum of an Associate's degree. Preference may be given to candidates with advanced degrees, certifications in a related field, and/or any combination of education and experience in the field of law enforcement.
- Completion of an advanced law-enforcement leadership training (FBI NA, SPI, PELS) is preferred.
- Minimum of 10 years of law enforcement experience.
- Must meet Virginia mandated in-service training requirements.
- Possession of an appropriate driver's license valid in the Commonwealth of Virginia.
- Must meet and maintain all Commonwealth of Virginia, Department of Criminal Justice Services, Fluvanna County Sheriff's Office, and specialized training/education/certification requirements for the appointed position.
- Must currently hold Virginia DCJS law enforcement certification and maintain such certification for entirety of appointment.
- Must currently hold, or obtain within one year of appointment, NCIC/VCIN Level B certification, at a minimum, and maintain such certification for entirety of appointment.

WORKING CONDITIONS AND PHYSICAL REQUIREMENTS

- This position requires the ability to work a variety of hours, scheduled or unscheduled, to respond to incidents 24 hours, 7 days a week, which includes, nights, weekends, holidays, inclement weather, and during and following natural disasters and emergency situations.
- This position is considered an Essential Personnel position within the Sheriff's Office and is subject to recall to duty in accordance with Sheriff's Office policy, procedure, or Sheriff's mandate.
- This is a salaried position and does not receive overtime compensation.
- Appointee may be assigned to any division, section, unit, or assignment as needed.
- Must be able to lawfully possess a firearm.
- Must be legally eligible to serve as a law enforcement officer in the Commonwealth of Virginia.
- This is medium work requiring the exertion of 50 pounds of force occasionally, up to 20 pounds of force frequently, and up to 10 pounds of force constantly to move objects.
- Work requires climbing, balancing, stooping, kneeling, crouching, crawling, reaching, standing, walking, pushing, pulling, lifting, grasping, and other repetitive motions for extended periods of time.
- Work requires effective vocal communications.
- Work requires hearing ability to perceive information at normal spoken word levels, and to receive detailed information through oral communications and to make fine distinctions in sound.
- Work requires visual acuity for depth perception, color perception, night vision, and peripheral vision.
- Work will be performed both indoors and outdoors and in extreme weather conditions, i.e. heat, cold, rain, snow, etc.
- Work will be performed in a stressful environment, at personal peril, stemming from receipt of emergency response calls.
- The appointee may be exposed to blood borne pathogens and may be required to wear specialized personal protective equipment.
- Work requires the ability be able to wear a duty belt, bullet resistant and/or load bearing vest and all applicable issued gear for over 12 hours.
- Work requires the maintenance of appropriate physical fitness to perform all job tasks.
- May be required to submit to employment related alcohol, drug, or polygraph testing in accordance with sheriff's office policy.
- Must be available for emergency communications by radio or telephone, regardless of duty status, 24 hours a day/7 days a week, unless prior approval from the Sheriff has been granted.

POST OFFER REQUIREMENTS			
<ul style="list-style-type: none"> Requires satisfactory results from a comprehensive background investigation to include a past employment, local, state and federal criminal history check, DMV check, sex offender registry and credit check. Requires satisfactory results from a medical and psychological evaluation and pre-employment substance abuse testing. 			
Department Head Recommended:	HR Manager Approval as to Form:	County Administrator Recommended:	Board of Supervisors Approved:
9/15/2020	10/26/2020		



Fluvanna County, Virginia
 Sheriff's Office
 Job Description
DRAFT V2

Captain

Job Class #:	6020
Pay Grade:	111
Category:	Full-time, with Benefits
FLSA Status:	Exempt
Reports To:	Major

SUMMARY

Performs work as a sworn law enforcement executive. May also perform field or response level law enforcement work as needed. This position is responsible for overall management and administration of an assigned division. Law enforcement work is often completed under stressful and emergency conditions which frequently involve considerable personal risk. Work is performed under limited supervision. Reports through the appropriate chain of command as directed and or listed by the agency's organizational chart. Appointee serves at the pleasure of the Sheriff.

ESSENTIAL FUNCTIONS

- Follows and ensures subordinates follow Agency general orders, rules, and regulations and the Law Enforcement Code of Ethics.
- Enforces state laws and local ordinances.
- Responsible for the effective supervision, overall management, and coordination of law enforcement activities in assigned division.
- Performs law enforcement administrative management duties to include; planning, operational oversight, preparing reports and correspondence, performing assigned budgetary functions and oversight, and overseeing equipment needs.
- Develops training programs as assigned.
- Ensures Agency documents are properly completed, secured, and maintained.
- Prepares and reviews performance evaluations, handles disciplinary actions, and approves and monitors leave requests.
- Assists with review and updates of office general orders.
- Ensures calls for service, court process service, and court security are conducted in an effective and efficient manner.
- Makes arrests, testifies in Court, and assists other deputies.
- Acts as a subject matter expert in assigned area of responsibility.
- Oversees special events and critical incidents as assigned by, or in the absence of, the Major.
- Ensures citizen complaints and internal administrative investigations are properly conducted and documented.
- Observes, assists, mentors, trains and evaluates subordinate activities to ensure they perform their assigned task, duties, and responsibilities.
- Provides support and guidance to subordinates during operations and ensures proper resources are available and properly allocated.

- Performs the duties of a law enforcement executive and ensures the quality delivery of law enforcement services within their assigned division.
- Counsels, guides and initiates corrective action relating to subordinates and ensures such actions are properly documented.
- Maintains and promotes confidentiality in all personnel matters.
- Ensures programs within their assigned division are properly executed and managed.
- Plans, organizes, directs, coordinates, and supervises activities within their area of responsibility.
- Ensures assigned staff completes in-service training; provides in-service training to deputies.
- Helps prepare and administer Department budget as it relates to their assigned division.
- Provides guidance to subordinate supervisors in the office with respect to evaluating, counseling, motivating, and disciplining employees.
- Develops and maintains cooperative and professional relationships with representatives from other departments and organizations.
- Promotes positive community relations and attends community events.
- Supports the chain of command and promotes a healthy, safe, harassment free and responsive work environment that serves to encourage a positive command climate and good morale.

REQUIRED KNOWLEDGE, SKILLS AND ABILITIES

- Thorough knowledge of principles, practices and procedures of law enforcement work.
- Thorough knowledge of the Code of Virginia and county ordinances, as well as applicable case law.
- Thorough knowledge of the geography of the County and the location of important buildings and critical infrastructure.
- Thorough knowledge of the policies and procedures of the Sheriff's Office.
- Strong knowledge of the agency records management system.
- Strong knowledge of investigative techniques.
- Strong knowledge of, or ability to rapidly learn, internal administrative investigations.
- Strong knowledge of, or ability to rapidly learn, basic human resource management and budgeting practices.
- Ability to give, receive, and implement oral and written instructions.
- Ability to prepare clear, concise, comprehensive reports.
- Ability to review and correct reports of others.
- Ability to deal courteously, firmly and tactfully with the public and other appointees.
- Ability to analyze situations and to adopt quick, effective and reasonable courses of action.
- Ability to maintain cooperative relationships with other County officials and with the general public.
- Ability to show empathy, build community trust, and serve with dignity in a dynamic law enforcement climate.
- Ability to maintain proficiency in the use of firearms, less-lethal weapons, defensive tactics, and the emergency operation of a motor vehicle.

ACCEPTABLE EDUCATION, EXPERIENCE, AND TRAINING

- Extensive experience, which is progressively responsible nature, in law enforcement administration, including considerable supervisory experience.
- A minimum of a high school diploma or equivalent. Preference may be given to candidates with advanced degrees, certifications in a related field, and/or any combination of education and experience in the field of law enforcement.
- Minimum of 7 years of law enforcement experience. A combination of education and experience in the field of law enforcement, military, or related field may be considered.

- Must meet or be able to obtain Virginia mandated law enforcement training requirements.
- Possession of an appropriate driver's license valid in the Commonwealth of Virginia.
- Must meet and maintain all Commonwealth of Virginia, Department of Criminal Justice Services, Fluvanna County Sheriff's Office, and specialized training/education/certification requirements for the appointed position.
- Must currently hold Virginia DCJS law enforcement certification and maintain such certification for entirety of appointment.
- Must currently hold, or obtain within one year of appointment, NCIC/VCIN Level B certification, at a minimum, and maintain such certification for entirety of appointment.

WORKING CONDITIONS AND PHYSICAL REQUIREMENTS

- This position requires the ability to work a variety of hours, scheduled or unscheduled, to respond to incidents 24 hours, 7 days a week, which includes, nights, weekends, holidays, inclement weather, and during and following natural disasters and emergency situations.
- This position is considered an Essential Personnel position within the Sheriff's Office and is subject to recall to duty in accordance with Sheriff's Office policy, procedure, or Sheriff's mandate.
- This is a salaried position and does not receive overtime compensation.
- Appointee may be assigned to any division, section, unit, or assignment as needed.
- Must be able to lawfully possess a firearm.
- Must be legally eligible to serve as a law enforcement officer in the Commonwealth of Virginia.
- This is medium work requiring the exertion of 50 pounds of force occasionally, up to 20 pounds of force frequently, and up to 10 pounds of force constantly to move objects.
- Work requires climbing, balancing, stooping, kneeling, crouching, crawling, reaching, standing, walking, pushing, pulling, lifting, grasping, and other repetitive motions for extended periods of time.
- Work requires effective vocal communications.
- Work requires hearing ability to perceive information at normal spoken word levels, and to receive detailed information through oral communications and to make fine distinctions in sound.
- Work requires visual acuity for depth perception, color perception, night vision, and peripheral vision.
- Work will be performed both indoors and outdoors and in extreme weather conditions, i.e. heat, cold, rain, snow, etc.
- Work will be performed in a stressful environment, at personal peril, stemming from receipt of emergency response calls.
- The appointee may be exposed to blood borne pathogens and may be required to wear specialized personal protective equipment.
- Work requires the ability be able to wear a duty belt, bullet resistant and/or load bearing vest and all applicable issued gear for over 12 hours.
- Work requires the maintenance of appropriate physical fitness to perform all job tasks.
- May be required to submit to employment related alcohol, drug, or polygraph testing in accordance with sheriff's office policy.
- Must be available for emergency communications by radio or telephone, regardless of duty status, 24 hours a day/7 days a week, unless prior approval from the Sheriff or Major has been granted.

POST OFFER REQUIREMENTS

- Requires satisfactory results from a comprehensive background investigation to include a past employment, local, state and federal criminal history check, DMV check, sex offender registry and credit check.

- Requires satisfactory results from a medical and psychological evaluation and pre-employment substance abuse testing.

Department Head Recommended:	HR Manager Approval as to Form:	County Administrator Recommended:	Board of Supervisors Approved:
9/15/2020	10/26/2020		

DRAFT



Fluvanna County, Virginia
 Sheriff's Office
 Job Description
DRAFT V4

Deputy Sheriff- Lieutenant

Job Class #:	6030
Pay Grade:	109
Category:	Full-time, with Benefits
FLSA Status:	Non-Exempt
Reports To:	Division Captain

SUMMARY

Performs work as a sworn law enforcement officer tasked in either direct or support roles for the protection of life, limb, and property within the defined jurisdiction of Fluvanna County. Performs administrative work and supervises assigned unit staff to ensure their work is completed in accordance with law and policy. Law enforcement work is often completed under stressful and emergency conditions which frequently involve considerable personal risk. Work is performed under limited supervision. Reports through the appropriate chain of command as directed the agency's organizational chart. Appointee serves at the pleasure of the Sheriff.

ESSENTIAL FUNCTIONS

- Follows agency general orders, rules, and regulations and adheres to the Law Enforcement Code of Ethics.
- Enforces state and local laws and ordinances.
- Investigates suspicious activity and investigates criminal cases.
- Investigates motor vehicle crashes.
- Maintains records and files and prepares reports, summonses, and other law enforcement documents.
- Operates agency computers and utilizes authorized data management systems, networks, and software in accordance with law and policy.
- Works assigned shifts and special assignments as directed. Works overtime as required to include unscheduled emergency recall to duty or emergency shift extensions.
- Communicates accurately, truthfully, and with proper demeanor.
- Provides testimony in criminal and civil proceedings.
- Operates agency vehicles in all weather and response conditions during daytime and nighttime.
- Answers calls for service in an efficient and professional manner.
- Proactively seeks out criminal activity, law violations, and other public safety concerns.
- Serves and executes warrants, summonses, protective orders, emergency custody orders, temporary custody orders and other process.
- Directs traffic to ensure public safety.
- Processes, photographs, fingerprints arrestees and others.
- Provides prisoner transportation and courtroom security.
- Interviews victims, witnesses and suspects.
- Properly collects, labels, logs and reports property and evidence.
- Performs crime prevention and public relations functions when assigned.
- Performs related tasks, duties and assignments as required.

- Supports the chain of command and promotes a healthy, safe, harassment free and responsive work environment that serves to encourage a positive command climate and good morale.

ESSENTIAL LEADERSHIP RESPONSIBILITIES AND SUPERVISORY FUNCTIONS

- Observes, assists, mentors, trains and evaluates subordinate activities to ensure they perform their assigned task, duties, and responsibilities.
- Provides support and guidance to subordinates during operations and ensures proper resources are available and properly allocated.
- Performs the duties of a first line supervisor and ensures the quality delivery of law enforcement services regardless of assignment.
- Counsels, guides and initiates corrective action relating to subordinates and ensures such actions are properly documented.
- Maintains and promotes confidentiality in all personnel matters.
- Schedules and assigns personnel and equipment.
- Plans, organizes, directs, coordinates, and supervises activities within their unit or as assigned.
- Assists with the administration of the Sheriff's Office as needed.
- Schedules in-service training; provides in-service training to deputies.
- Helps prepare and administer Department budget as it relates to their assigned unit.

REQUIRED KNOWLEDGE, SKILLS AND ABILITIES

- Thorough knowledge of principles, practices and procedures of law enforcement work.
- Thorough knowledge of the Code of Virginia and county ordinances, as well as applicable case law.
- Thorough knowledge of the geography of the County and the location of important buildings and critical infrastructure.
- Thorough knowledge of the policies and procedures of the Sheriff's Office.
- Thorough knowledge of the agency records management system.
- Ability to give, receive, and implement oral and written instructions.
- Ability to prepare clear, comprehensive reports.
- Ability to review and correct reports of others.
- Ability to deal courteously, firmly and tactfully with the public.
- Ability to analyze situations and to adopt quick, effective and reasonable courses of action.
- Ability to maintain cooperative relationships with other County officials and with the general public.
- Ability to show empathy, build community trust, and serve with dignity in a dynamic law enforcement climate.
- Ability to maintain proficiency in the use of firearms, less-lethal weapons, defensive tactics, and the emergency operation of a motor vehicle.

ACCEPTABLE EDUCATION, EXPERIENCE, AND TRAINING

- A minimum of a high school diploma or equivalent. Preference may be given to candidates with advanced degrees, certifications in a related field, and/or any combination of education and experience in the field of law enforcement.
- Must not be on probation.
- Minimum of 5 years of law enforcement experience.
- Must meet or be able to obtain Virginia mandated law enforcement training requirements.
- Possession of an appropriate driver's license valid in the Commonwealth of Virginia.
- Must meet and maintain all Commonwealth of Virginia, Department of Criminal Justice Services, Fluvanna County Sheriff's Office, and specialized training/education/certification requirements for the appointed position.
- Must currently hold Virginia DCJS law enforcement certification and maintain such certification for entirety of appointment.

- Must currently hold, or obtain within one year of appointment, NCIC/VCIN Level B certification, at a minimum, and maintain such certification for entirety of appointment.

WORKING CONDITIONS AND PHYSICAL REQUIREMENTS

- This position requires the ability to work a variety of shifts, scheduled or unscheduled, to respond to incidents 24 hours, 7 days a week, which includes, nights, weekends, holidays, inclement weather, and during and following natural disasters and emergency situations.
- This position is considered an Essential Personnel position within the Sheriff's Office and is subject to recall to duty in accordance with Sheriff's Office policy, procedure, or Sheriff's mandate.
- Appointee may be assigned to any division, section, unit, or assignment as needed.
- Must be able to lawfully possess a firearm.
- Must be legally eligible to serve as a law enforcement officer in the Commonwealth of Virginia.
- This is medium work requiring the exertion of 50 pounds of force occasionally, up to 20 pounds of force frequently, and up to 10 pounds of force constantly to move objects.
- Work requires climbing, balancing, stooping, kneeling, crouching, crawling, reaching, standing, walking, pushing, pulling, lifting, grasping, and other repetitive motions for extended periods of time.
- Work requires effective vocal communications.
- Work requires hearing ability to perceive information at normal spoken word levels, and to receive detailed information through oral communications and to make fine distinctions in sound.
- Work requires visual acuity for depth perception, color perception, night vision, and peripheral vision.
- Work will be performed both indoors and outdoors and in extreme weather conditions, i.e. heat, cold, rain, snow, etc.
- Work will be performed in a stressful environment, at personal peril, stemming from receipt of emergency response calls.
- The appointee may be exposed to blood borne pathogens and may be required to wear specialized personal protective equipment.
- Work requires the ability be able to wear a duty belt, bullet resistant and/or load bearing vest and all applicable issued gear for over 12 hours.
- Work requires the maintenance of appropriate physical fitness to perform all job tasks.
- May be required to submit to employment related alcohol, drug, or polygraph testing in accordance with sheriff's office policy.

POST OFFER REQUIREMENTS

- Requires satisfactory results from a comprehensive background investigation to include a past employment, local, state and federal criminal history check, DMV check, sex offender registry and credit check.
- Requires satisfactory results from a medical and psychological evaluation and pre-employment substance abuse testing.

Department Head Recommended:	HR Manager Approval as to Form:	County Administrator Recommended:	Board of Supervisors Approved:
9/15/2020	10/26/2020		



Fluvanna County, Virginia
 Sheriff's Office
 Job Description
DRAFT V4

Deputy Sheriff- Lieutenant of Investigations

Job Class #:	6035
Pay Grade:	110
Category:	Full-time, with Benefits
FLSA Status:	Non-Exempt
Reports To:	Division Captain

SUMMARY

Performs work as a sworn law enforcement officer tasked in either direct or support roles for the protection of life, limb, and property within the defined jurisdiction of Fluvanna County. Performs administrative work and supervises assigned unit staff to ensure their work is completed in accordance with law and policy. Law enforcement work is often completed under stressful and emergency conditions which frequently involve considerable personal risk. Work is performed under limited supervision. Reports through the appropriate chain of command as directed the agency's organizational chart. Appointee serves at the pleasure of the Sheriff.

ESSENTIAL FUNCTIONS

- Follows Agency general orders, rules, and regulations and adheres to the Law Enforcement Code of Ethics.
- Enforces state and local laws and ordinances.
- Investigates suspicious activity and investigates criminal cases.
- Maintains records and files and prepares reports, summonses, and other law enforcement documents.
- Operates agency computers and utilizes authorized data management systems, networks, and software in accordance with law and policy.
- Works assigned shifts and special assignments as directed. Works overtime as required to include unscheduled emergency recall to duty or emergency shift extensions.
- Communicates accurately, truthfully, and with proper demeanor.
- Provides testimony in criminal and civil proceedings.
- Operates agency vehicles in all weather and response conditions during daytime and nighttime.
- Answers calls for service in an efficient and professional manner.
- Proactively seeks out criminal activity, law violations, and other public safety concerns.
- Serves and executes warrants, summonses, protective orders, emergency custody orders, temporary custody orders and other process.
- Processes, photographs, fingerprints arrestees and others.
- Provides prisoner transportation and courtroom security.
- Interviews victims, witnesses and suspects.
- Properly collects, labels, logs and reports property and evidence.
- Performs crime prevention and public relations functions when assigned.
- Performs related tasks, duties and assignments as required.
- Conducts and properly documents internal administrative investigations.

- Supports the chain of command and promotes a healthy, safe, harassment free and responsive work environment that serves to encourage a positive command climate and good morale.

ESSENTIAL SPECIALIZED SKILLS, LEADERSHIP RESPONSIBILITIES, AND SUPERVISORY FUNCTIONS

- Observes, assists, mentors, trains and evaluates subordinate activities to ensure they perform their assigned task, duties, and responsibilities.
- Provides support and guidance to subordinates during operations and ensures proper resources are available and properly allocated.
- Performs the duties of a first line supervisor and ensures the quality delivery of law enforcement services regardless of assignment.
- Counsels, guides and initiates corrective action relating to subordinates and ensures such actions are properly documented.
- Maintains and promotes confidentiality in all personnel matters.
- Schedules and assigns personnel and equipment.
- Plans, organizes, directs, coordinates, and supervises activities within their unit or as assigned.
- Assists with the administration of the Sheriff's Office as needed.
- Schedules in-service training; provides in-service training to deputies.
- Helps prepare and administer Department budget as it relates to their assigned unit.
- Acts as a subject matter expert in assigned unit area of responsibility.
- Serves as agency representative for Internet Crimes Against Children (ICAC) task force.
- Manages agency computer investigations lab and maintains proficiency in use of computer/mobile device investigative tools.
- Serves as agency manager for records management data bases.
- Serves as a liaison to the Commonwealth's Attorney's Office, Department of Social Services, Attorney General's Office, and other agencies for investigative purposes.

REQUIRED KNOWLEDGE, SKILLS AND ABILITIES

- Thorough knowledge of principles, practices and procedures of law enforcement work.
- Thorough knowledge of the Code of Virginia and county ordinances, as well as applicable case law.
- Thorough knowledge of the geography of the County and the location of important buildings and critical infrastructure.
- Thorough knowledge of the policies and procedures of the Sheriff's Office.
- Thorough knowledge of the agency records management system.
- Thorough knowledge of investigative techniques.
- Strong knowledge of, or ability to rapidly learn, internal administrative investigations.
- Strong knowledge of, or ability to rapidly learn, computer forensic investigations.
- Ability to give, receive, and implement oral and written instructions.
- Ability to prepare clear, comprehensive reports.
- Ability to review and correct reports of others.
- Ability to deal courteously, firmly and tactfully with the public.
- Ability to analyze situations and to adopt quick, effective and reasonable courses of action.
- Ability to maintain cooperative relationships with other County officials and with the general public.
- Ability to show empathy, build community trust, and serve with dignity in a dynamic law enforcement climate.
- Ability to maintain proficiency in the use of firearms, less-lethal weapons, defensive tactics, and the emergency operation of a motor vehicle.

ACCEPTABLE EDUCATION, EXPERIENCE, AND TRAINING

- A minimum of a high school diploma or equivalent. Preference may be given to candidates with advanced degrees, certifications in a related field, and/or any combination of education and experience in the field of law enforcement.
- Must not be on probation.
- Minimum of 5 years of law enforcement experience.
- Must meet or be able to obtain Virginia mandated law enforcement training requirements.
- Possession of an appropriate driver's license valid in the Commonwealth of Virginia.
- Must meet and maintain all Commonwealth of Virginia, Department of Criminal Justice Services, Fluvanna County Sheriff's Office, and specialized training/education/certification requirements for the appointed position.
- Must currently hold Virginia DCJS law enforcement certification and maintain such certification for entirety of appointment.
- Must currently hold, or obtain within one year of appointment, NCIC/VCIN Level B certification, at a minimum, and maintain such certification for entirety of appointment.

WORKING CONDITIONS AND PHYSICAL REQUIREMENTS

- This position requires the ability to work a variety of shifts, scheduled or unscheduled, to respond to incidents 24 hours, 7 days a week, which includes, nights, weekends, holidays, inclement weather, and during and following natural disasters and emergency situations.
- This position is considered an Essential Personnel position within the Sheriff's Office and is subject to recall to duty in accordance with Sheriff's Office policy, procedure, or Sheriff's mandate.
- Appointee may be assigned to any division, section, unit, or assignment as needed.
- Must be able to lawfully possess a firearm.
- Must be legally eligible to serve as a law enforcement officer in the Commonwealth of Virginia.
- This is medium work requiring the exertion of 50 pounds of force occasionally, up to 20 pounds of force frequently, and up to 10 pounds of force constantly to move objects.
- Work requires climbing, balancing, stooping, kneeling, crouching, crawling, reaching, standing, walking, pushing, pulling, lifting, grasping, and other repetitive motions for extended periods of time.
- Work requires effective vocal communications.
- Work requires hearing ability to perceive information at normal spoken word levels, and to receive detailed information through oral communications and to make fine distinctions in sound.
- Work requires visual acuity for depth perception, color perception, night vision, and peripheral vision.
- Work will be performed both indoors and outdoors and in extreme weather conditions, i.e. heat, cold, rain, snow, etc.
- Work will be performed in a stressful environment, at personal peril, stemming from receipt of emergency response calls.
- The appointee may be exposed to blood borne pathogens and may be required to wear specialized personal protective equipment.
- Work requires the ability to wear a duty belt, bullet resistant and/or load bearing vest and all applicable issued gear for over 12 hours.
- Work requires the maintenance of appropriate physical fitness to perform all job tasks.
- May be required to submit to employment related alcohol, drug, or polygraph testing in accordance with sheriff's office policy.
-

POST OFFER REQUIREMENTS

- Requires satisfactory results from a comprehensive background investigation to include a past employment, local, state and federal criminal history check, DMV check, sex offender registry and credit check.
- Requires satisfactory results from a medical and psychological evaluation and pre-employment substance abuse testing.

Department Head Recommended:	HR Manager Approval as to Form:	County Administrator Recommended:	Board of Supervisors Approved:
9/15/2020	10/26/2020		

DRAFT



Fluvanna County, Virginia
 Sheriff's Office
 Job Description
DRAFT V4

Deputy Sheriff- Sergeant

Job Class #:	6040
Pay Grade:	108
Category:	Full-time, with Benefits
FLSA Status:	Non-Exempt
Reports To:	Appropriate chain of command as directed by the agency's organizational chart

SUMMARY

Performs work as an uniformed sworn law enforcement officer tasked in either direct or support roles for the protection of life, limb, and property within the defined jurisdiction of Fluvanna County. Performs limited administrative work and supervises assigned staff to ensure their work is completed in accordance with law and policy. Law enforcement work is often completed under stressful and emergency conditions which frequently involve considerable personal risk. Work is performed under limited supervision. Reports through the appropriate chain of command as directed by the agency's organizational chart. Appointee serves at the pleasure of the Sheriff.

ESSENTIAL FUNCTIONS

- Follows Agency general orders, rules, and regulations and adheres to the Law Enforcement Code of Ethics.
- Enforces state and local laws and ordinances.
- Investigates suspicious activity and investigates criminal cases.
- Investigates motor vehicle crashes.
- Maintains records and files and prepares reports, summonses, and other law enforcement documents.
- Operates agency computers and utilizes authorized data management systems, networks, and software in accordance with law and policy.
- Works assigned shifts and special assignments as directed. Works overtime as required to include unscheduled emergency recall to duty or emergency shift extensions.
- Communicates accurately, truthfully, and with proper demeanor.
- Provides testimony in criminal and civil proceedings.
- Operates agency vehicles in all weather and response conditions during daytime and nighttime hours.
- Answers calls for service in an efficient and professional manner.
- Proactively seeks out criminal activity, law violations, and other public safety concerns.
- Serves and executes warrants, summonses, protective orders, emergency custody orders, temporary custody orders and other processes.
- Directs traffic as needed to ensure public safety.
- Processes, photographs, fingerprints arrestees and others.
- Provides prisoner transportation and courtroom security.
- Interviews victims, witnesses and suspects.
- Properly collects, labels, logs and reports property and evidence.
- Performs crime prevention and public relations functions when assigned.
- Performs related tasks, duties and assignments as required.

- Supports the chain of command and promotes a healthy, safe, harassment free and responsive work environment that serves to encourage a positive command climate and good morale.

ESSENTIAL LEADERSHIP RESPONSIBILITIES AND SUPERVISORY FUNCTIONS

- Assists, mentors, trains and evaluates subordinate activities to ensure they perform their assigned task, duties, and responsibilities.
- Provides support and guidance to subordinates during operations and ensures proper resources are available and properly allocated.
- Performs the duties of a first line supervisor and ensures the quality delivery of law enforcement services regardless of assignment.
- Counsels, guides and initiates corrective action relating to subordinates and ensures such actions are properly documented.
- Maintains and promotes confidentiality in all personnel matters.

REQUIRED KNOWLEDGE, SKILLS AND ABILITIES

- Strong knowledge of principles, practices and procedures of law enforcement work.
- Strong knowledge of the Code of Virginia and county ordinances, as well as applicable case law.
- Strong knowledge of the geography of the County and the location of important buildings and critical infrastructure.
- Strong knowledge of the policies and procedures of the Sheriff's Office.
- Strong knowledge of the agency records management system.
- Ability to give, receive, and implement oral and written instructions.
- Ability to prepare clear, comprehensive reports.
- Ability to review and correct reports of others.
- Ability to deal courteously, firmly and tactfully with the public.
- Ability to analyze situations and to adopt quick, effective and reasonable courses of action.
- Ability to maintain cooperative relationships with other County officials and with the general public.
- Ability to show empathy, build community trust, and serve with dignity in a dynamic law enforcement climate.
- Ability to maintain proficiency in the use of firearms, less-lethal weapons, defensive tactics, and the emergency operation of a motor vehicle.

ACCEPTABLE EDUCATION, EXPERIENCE, AND TRAINING

- A minimum of a high school diploma or equivalent. Preference may be given to candidates with advanced degrees, or certifications in a related field and/or any combination of education and experience in the field of law enforcement.
- Must not be on probation.
- Minimum of 4 years of law enforcement experience.
- Must meet or be able to obtain Virginia mandated law enforcement training requirements.
- Possession of an appropriate driver's license valid in the Commonwealth of Virginia.
- Must meet and maintain all Commonwealth of Virginia, Department of Criminal Justice Services, Fluvanna County Sheriff's Office, and specialized training/education/certification requirements for the appointed position.
- Must currently hold Virginia DCJS law enforcement certification and maintain such certification for entirety of appointment.
- Must currently hold, or obtain within one year of appointment, NCIC/VCIN Level B certification, at a minimum, and maintain such certification for entirety of appointment.

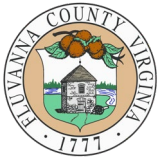
WORKING CONDITIONS AND PHYSICAL REQUIREMENTS

- This position requires the ability to work a variety of shifts, scheduled or unscheduled, to respond to incidents 24 hours, 7 days a week, which includes, nights, weekends, holidays, inclement weather, and during and following natural disasters and emergency situations.
- This position is considered an Essential Personnel position within the Sheriff's Office and is subject to recall to duty in accordance with Sheriff's Office policy, procedure, or Sheriff's mandate.
- Appointee may be assigned to any division, section, unit, or assignment as needed.
- Must be able to lawfully possess a firearm.
- Must be legally eligible to serve as a law enforcement officer in the Commonwealth of Virginia.
- This is medium work requiring the exertion of 50 pounds of force occasionally, up to 20 pounds of force frequently, and up to 10 pounds of force constantly to move objects.
- Work requires climbing, balancing, stooping, kneeling, crouching, crawling, reaching, standing, walking, pushing, pulling, lifting, grasping, and other repetitive motions for extended periods of time.
- Work requires effective vocal communications.
- Work requires hearing ability to perceive information at normal spoken word levels, and to receive detailed information through oral communications and to make fine distinctions in sound.
- Work requires visual acuity for depth perception, color perception, night vision, and peripheral vision.
- Work will be performed both indoors and outdoors and in extreme weather conditions, i.e. heat, cold, rain, snow, etc.
- Work will be performed in a stressful environment, at personal peril, stemming from receipt of emergency response calls.
- The appointee may be exposed to blood borne pathogens and may be required to wear specialized personal protective equipment.
- Work requires the ability be able to wear a duty belt, bullet resistant and/or load bearing vest and all applicable issued gear for over 12 hours.
- Work requires the maintenance of appropriate physical fitness to perform all job tasks.
- May be required to submit to employment related alcohol, drug, or polygraph testing in accordance with sheriff's office policy.

POST OFFER REQUIREMENTS

- Requires satisfactory results from a comprehensive background investigation to include a past employment, local, state and federal criminal history check, DMV check, sex offender registry and credit check.
- Requires satisfactory results from a medical and psychological evaluation and pre-employment substance abuse testing.

Department Head Recommended:	HR Manager Approval as to Form:	County Administrator Recommended:	Board of Supervisors Approved:
9/15/2020	10/26/2020		



Fluvanna County, Virginia
 Sheriff's Office
 Job Description
DRAFT V1

Deputy Sheriff- Investigator

Job Class #:	6050
Pay Grade:	107
Category:	Full-time, with Benefits
FLSA Status:	Non-Exempt
Reports To:	The appropriate chain of command as directed by the agency's organizational chart

SUMMARY

Performs work as an uniformed sworn law enforcement officer tasked in either direct or support roles for the protection of life, limb, and property within the defined jurisdiction of Fluvanna County. Law enforcement work is often completed under stressful and emergency conditions which frequently involve considerable personal risk. Work is performed under limited supervision. Reports through the appropriate chain of command as directed by the agency's organizational chart. Appointee serves at the pleasure of the Sheriff.

ESSENTIAL FUNCTIONS

- Follows Agency general orders, rules, and regulations and adheres to the Law Enforcement Code of Ethics.
- Enforces state and local laws and ordinances.
- Investigates suspicious activity and investigates criminal cases.
- Investigates motor vehicle crashes.
- Maintains records and files and prepares reports, summonses, and other law enforcement documents.
- Operates agency computers and utilizes authorized data management systems, networks, and software in accordance with law and policy.
- Works assigned shifts and special assignments as directed. Works overtime as required to include unscheduled emergency recall to duty or emergency shift extensions.
- Communicates accurately, truthfully, and with proper demeanor.
- Provides testimony in criminal and civil proceedings.
- Operates agency vehicles in all weather and response conditions during daytime and nighttime hour.
- Answers calls for service in an efficient and professional manner.
- Proactively seeks out criminal activity, law violations, and other public safety concerns.
- Serves and executes warrants, summons, protective orders, emergency custody orders, temporary custody orders and other process.
- Directs traffic as needed for public safety.
- Processes, photographs, and fingerprints arrestees and others.
- Provides prisoner transportation and courtroom security.
- Interviews victims, witnesses and suspects.
- Properly collects, labels, logs and reports property and evidence.
- Performs crime prevention and public relations functions when assigned.
- Performs related tasks, duties and assignments as required.
- Supports the chain of command and promotes a healthy, safe, harassment free and responsive work environment that serves to encourage a positive command climate and good morale.

- Serves as liaison with the Department of Social Services and the Commonwealth's Attorney's Office for investigations and court proceedings.
- Participate in multi-disciplinary teams.
- Obtains search warrants.
- Performs major case and complex case investigations.

REQUIRED KNOWLEDGE, SKILLS AND ABILITIES

- Ability to learn and perform essential functions and typical tasks during field training and ability to retain, apply, and perform such functions for the duration of appointment.
- Ability to learn, retain, and apply knowledge of the Code of Virginia, case law, and County ordinances as needed to perform essential functions.
- Ability to learn and apply knowledge of the geography of the County and the location of important buildings and critical infrastructure.
- Ability to learn and apply knowledge of the policies and procedures of the Sheriff's Office.
- Ability to understand and carry out oral and written instructions.
- Ability to prepare clear, comprehensive reports.
- Ability to deal courteously, firmly and tactfully with the public.
- Ability to analyze situations and to adopt quick, effective and reasonable courses of action.
- Ability to maintain cooperative relationships with other County officials and with the general public.
- Ability to show empathy, build community trust, and serve with dignity in a dynamic law enforcement climate.
- Thorough knowledge of investigative techniques, search and seizure, crime scene processing, and interview techniques.
- Ability to maintain proficiency in the use of firearms, less-lethal weapons, defensive tactics, and the emergency operation of a motor vehicle.

ACCEPTABLE EDUCATION, EXPERIENCE, and TRAINING

- Must possess a minimum of a high school diploma or equivalent. Preference may be given to candidates with advanced degrees or certifications in a related field and/or any combination of education and experience in the field of law enforcement.
- Must meet or be able to obtain Virginia mandated law enforcement training requirements.
- Must possess an appropriate driver's license valid in the Commonwealth of Virginia.
- Must meet and maintain all Commonwealth of Virginia, Department of Criminal Justice Services, Fluvanna County Sheriff's Office, and specialized training/education/certification requirements for the appointed position.
- Must currently hold, or obtain within one year of appointment, Virginia DCJS law enforcement certification and maintain such certification for entirety of appointment.
- Must currently hold, or obtain within one year of appointment, NCIC/VCIN Level B certification, at a minimum, and maintain such certification for entirety of appointment.

WORKING CONDITIONS AND PHYSICAL REQUIREMENTS

- This position requires the ability to work a variety of shifts, scheduled or unscheduled, to respond to incidents 24 hours, 7 days a week, which includes, nights, weekends, holidays, inclement weather, and during and following natural disasters and emergency situations.
- This position is considered an Essential Personnel position within the Sheriff's Office and is subject to recall to duty in accordance with Sheriff's Office policy, procedure, or Sheriff's mandate.
- Appointee may be assigned to any division, section, unit, or assignment as needed.
- Must be able to lawfully possess a firearm.

- Must be legally eligible to serve as a law enforcement officer in the Commonwealth of Virginia.
- This is medium work requiring the exertion of 50 pounds of force occasionally, up to 20 pounds of force frequently, and up to 10 pounds of force constantly to move objects.
- Work requires climbing, balancing, stooping, kneeling, crouching, crawling, reaching, standing, walking, pushing, pulling, lifting, grasping, and other repetitive motions for extended periods of time.
- Work requires effective vocal communications.
- Work requires hearing ability to perceive information at normal spoken word levels, and to receive detailed information through oral communications and to make fine distinctions in sound.
- Work requires visual acuity for depth perception, color perception, night vision, and peripheral vision.
- Work will be performed both indoors and outdoors and in extreme weather conditions, i.e. heat, cold, rain, snow, etc.
- Work will be performed in a stressful environment, at personal peril, stemming from receipt of emergency response calls.
- The appointee may be exposed to blood borne pathogens and may be required to wear specialized personal protective equipment.
- Work requires the ability be able to wear a duty belt, bullet resistant and/or load bearing vest and all applicable issued gear for over 12 hours.
- Work requires the maintenance of appropriate physical fitness to perform all job tasks.
- May be required to submit to employment related alcohol, drug, or polygraph testing in accordance with sheriff's office policy.
- Work requires on-call statuses.

POST OFFER REQUIREMENTS

- Requires satisfactory results from a comprehensive background investigation to include a past employment, local, state and federal criminal history check, DMV check, sex offender registry and credit check.
- Requires satisfactory results from a medical and psychological evaluation and pre-employment substance abuse testing.

Department Head Recommended:	HR Manager Approval as to Form:	County Administrator Recommended:	Board of Supervisors Approved:
9/15/2020	10/26/2020		



Fluvanna County, Virginia
 Sheriff's Office
 Job Description
DRAFT V4

Deputy Sheriff

Job Class #:	6060
Pay Grade:	106
Category:	Full-time, with Benefits
FLSA Status:	Non-Exempt
Reports To:	The appropriate chain of command as directed by the agency's organizational chart

SUMMARY

Performs work as an uniformed sworn law enforcement officer tasked in either direct or support roles for the protection of life, limb, and property within the defined jurisdiction of Fluvanna County. Law enforcement work is often completed under stressful and emergency conditions which frequently involve considerable personal risk. Work is performed under limited supervision. Reports through the appropriate chain of command as directed by the agency's organizational chart. Appointee serves at the pleasure of the Sheriff.

ESSENTIAL FUNCTIONS

- Follows Agency general orders, rules, and regulations, and adheres to the Law Enforcement Code of Ethics.
- Enforces state and local laws and ordinances.
- Investigates suspicious activity and investigates criminal cases.
- Investigates motor vehicle crashes.
- Maintains records and files and prepares reports, summonses, and other law enforcement documents.
- Operates agency computers and utilizes authorized data management systems, networks, and software in accordance with law and policy.
- Works assigned shifts and special assignments as directed. Works overtime as required to include unscheduled emergency recall to duty or emergency shift extensions.
- Communicates accurately, truthfully, and with proper demeanor.
- Provides testimony in criminal and civil proceedings.
- Operates agency vehicles in all weather and response conditions during daytime and nighttime hours.
- Answers calls for service in an efficient and professional manner.
- Proactively seeks out criminal activity, law violations, and other public safety concerns.
- Serves and executes warrants, summons, protective orders, emergency custody orders, temporary custody orders and other legal processing.
- Directs traffic as needed for public safety.
- Processes, photographs, and fingerprints arrestees and others.
- Provides prisoner transportation and courtroom security.
- Interviews victims, witnesses and suspects.
- Properly collects, labels, logs and reports property and evidence.
- Performs crime prevention and public relations functions when assigned.
- Performs related tasks, duties and assignments as required.
- Supports the chain of command and promotes a healthy, safe, harassment free and responsive work environment that serves to encourage a positive command climate and good morale.

REQUIRED KNOWLEDGE, SKILLS AND ABILITIES

- Ability to learn and perform essential functions and typical tasks during field training and ability to retain, apply, and perform such functions for the duration of appointment.
- Ability to learn, retain, and apply knowledge of the Code of Virginia, case law, and County ordinances as needed to perform essential functions.
- Ability to learn and apply knowledge of the geography of the County and the location of important buildings and critical infrastructure.
- Ability to learn and apply knowledge of the policies and procedures of the Sheriff's Office.
- Ability to understand and carry out oral and written instructions.
- Ability to prepare clear, comprehensive reports.
- Ability to deal courteously, firmly and tactfully with the public.
- Ability to analyze situations and to adopt quick, effective and reasonable courses of action.
- Ability to maintain cooperative relationships with other County officials and with the general public.
- Ability to show empathy, build community trust, and serve with dignity in a dynamic law enforcement climate.
- Ability to maintain proficiency in the use of firearms, less-lethal weapons, defensive tactics, and the emergency operation of a motor vehicle.

ACCEPTABLE EDUCATION, EXPERIENCE, and TRAINING

- Must possess a minimum of a high school diploma or equivalent. Preference may be given to candidates with advanced degrees or certifications in a related field and/or any combination of education and experience in the field of law enforcement.
- Must meet or be able to obtain Virginia mandated law enforcement training requirements.
- Must possess an appropriate driver's license valid in the Commonwealth of Virginia.
- Must meet and maintain all Commonwealth of Virginia, Department of Criminal Justice Services, Fluvanna County Sheriff's Office, and specialized training/education/certification requirements for the appointed position.
- Must currently hold, or obtain within one year of appointment, Virginia DCJS law enforcement certification and maintain such certification for entirety of appointment.
- Must currently hold, or obtain within one year of appointment, NCIC/VCIN Level B certification, at a minimum, and maintain such certification for entirety of appointment.

WORKING CONDITIONS AND PHYSICAL REQUIREMENTS

- This position requires the ability to work a variety of shifts, scheduled or unscheduled, to respond to incidents 24 hours, 7 days a week, including nights, weekends, holidays, inclement weather, and during and following natural disasters and emergency situations.
- This position is considered an Essential Personnel position within the Sheriff's Office and is subject to recall to duty in accordance with Sheriff's Office policy, procedure, or Sheriff's mandate.
- Appointee may be assigned to any division, section, unit, or assignment as needed.
- Must be able to lawfully possess a firearm.
- Must be legally eligible to serve as a law enforcement officer in the Commonwealth of Virginia.
- This is medium work requiring the exertion of 50 pounds of force occasionally, up to 20 pounds of force frequently, and up to 10 pounds of force constantly to move objects.
- Work requires climbing, balancing, stooping, kneeling, crouching, crawling, reaching, standing, walking, pushing, pulling, lifting, grasping, and other repetitive motions for extended periods of time.
- Work requires effective vocal communications.
- Work requires hearing ability to perceive information at normal spoken word levels, and to receive detailed information through oral communications and to make fine distinctions in sound.

- Work requires visual acuity for depth perception, color perception, night vision, and peripheral vision.
- Work will be performed both indoors and outdoors and in extreme weather conditions, i.e. heat, cold, rain, snow, etc.
- Work will be performed in a stressful environment, at personal peril, stemming from receipt of emergency response calls.
- The appointee may be exposed to blood borne pathogens and may be required to wear specialized personal protective equipment.
- Work requires the ability be able to wear a duty belt, bullet resistant and/or load bearing vest and all applicable issued gear for over 12 hours.
- Work requires the maintenance of appropriate physical fitness to perform all job tasks.
- May be required to submit to employment related alcohol, drug, or polygraph testing in accordance with sheriff's office policy.

POST OFFER REQUIREMENTS

- Requires satisfactory results from a comprehensive background investigation to include a past employment, local, state and federal criminal history check, DMV check, sex offender registry and credit check.
- Requires satisfactory results from a medical and psychological evaluation and pre-employment substance abuse testing.

Department Head Recommended:	HR Manager Approval as to Form:	County Administrator Recommended:	Board of Supervisors Approved:
9/15/2020	10/26/2020		

FLUVANNA COUNTY BOARD OF SUPERVISORS

AGENDA ITEM STAFF REPORT

TAB U

MEETING DATE:	November 4, 2020					
AGENDA TITLE:	Billing Services for Emergency Transportation					
MOTION(s):	I move the Board of Supervisors ratify the agreement between the County of Fluvanna, Virginia, and ImageTrend, Inc., for Billing Services for Emergency Transportation Costing 4.5% of net collections.					
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):			
		X				
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other	
				X		
STAFF CONTACT(S):	Cyndi Toler, Purchasing Officer					
PRESENTER(S):	Cyndi Toler, Purchasing Officer					
RECOMMENDATION:	Approve					
TIMING:	Immediate					
DISCUSSION:	<ul style="list-style-type: none"> • Since the Board approved the contract on October 27, 2020, there were some minor changes in the contract that require Board Ratification • Changes are outlined below: <ul style="list-style-type: none"> ○ Added Definition on page 4 <ul style="list-style-type: none"> ▪ “Scope of Work” means a document which outlines a mutually agreed upon set of services, products, or Deliverables and associated costs, payment terms, and acceptance procedures. ○ Replaced term “Work Order” with “Scope of Work” in entire document ○ Remove all references to “Travel” as it does not apply to the county ○ Remove all references to “Fee Model” as it does not apply to the county ○ Wording change regarding software changes- page 19 <ul style="list-style-type: none"> ▪ ImageTrend may discontinue or replace a license in this table <u>upon written agreement of the parties by providing Client reasonable written notice of the change (any license provided under the License Agreement may only be so replaced if permitted under the License Agreement specifically).</u> ○ Removed section on “Client Hosted License” as it does not apply to the county ○ Wording change regarding return of Data at end of contract- Page 22 <ul style="list-style-type: none"> ▪ Client must request those services from ImageTrend separately on an actual Time and Materials basis <u>pursuant to a mutually agreed upon Statement of Work, without mark up of any kind under its own reasonable time frame. ImageTrend will make efforts to accommodate Client’s request, but ImageTrend is under no obligation to do so.</u> ○ Additional wording regarding breaches- Page 22 <ul style="list-style-type: none"> ▪ . Non-compliance with the scope of usage shall be considered a material breach. <u>Client shall be offered an opportunity to clear such breach within fifteen (15) days of notice.</u> 					

FISCAL IMPACT:	County savings of .25% net collections plus \$20,500				
POLICY IMPACT:	None				
LEGISLATIVE HISTORY:	NA				
ENCLOSURES:	Contract				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
	x	x	x		

Services Agreement

CONTRACT NUMBER: 00002209.0

BETWEEN

**Fluvanna County and the Fluvanna County
Sheriff's Office**

AND

IMAGETREND®

ImageTrend, Inc.
20855 Kensington Blvd.
Lakeville, Minnesota 55044

THIS SERVICES AGREEMENT (together with the exhibits hereto, the “Agreement”) is made and entered into on the 1st day of November, 2020 (the “Effective Date”), by and between the ImageTrend, Inc., a Minnesota corporation authorized to transact business in Virginia (hereinafter “ImageTrend”); and the County of Fluvanna and the Fluvanna County Sheriff’s Office (hereinafter collectively referred to as the “Client” or the “County”), for the benefit of Client and the County’s emergency rescue agencies, including without limitation, the volunteer agencies of the County’s official safety program being The Fluvanna Rescue Squad, Inc., at present consisting of Kents Store Rescue Squad, Fork Union Rescue Squad and Palmyra Rescue Squad, and the Lake Monticello Rescue Squad, and any contractors operating under any contract with the County to provide emergency services in the County (together referred to as “FCEMS”) and as set forth in the RFP (as defined below). The Client and ImageTrend are referred to herein as the “Parties” or “parties”, or each individually as a “Party” or “party”.

RECITALS

WHEREAS, Client issued that Request for Proposals 2021-01 Billing Services for Emergency Transportation on July 13, 2020, as amended by that Addendum #1 issued July 22, 2020 (collectively as amended and with all exhibits and attachments thereto, the “RFP”), the RFP is attached hereto as **Exhibit 1** and incorporated herein by reference as a material part of this Agreement; and

WHEREAS, ImageTrend submitted a proposal in response to the RFP dated August 4, 2020 (together with all exhibits and attachments thereto, the “Proposal”), the Proposal is attached hereto as **Exhibit 2** and incorporated herein by reference as a material part of this Agreement; and

WHEREAS, ImageTrend and the County previously entered into that Software Licensing Agreement dated January 5, 2018 (together with all exhibits and attachments thereto, the “License Agreement”) which this Agreement amends as more specifically set forth in Section 10 herein, the License Agreement is attached hereto as **Exhibit 3**; and

WHEREAS, Client is currently under contract with Delta Response Team, LLC, (“DRT”) whereby DRT as an independent contractor provides certain rescue squad and other medical support services to Client and FCEMS as more specifically set forth in the Emergency Medical Services Agreement dated September 11, 2018; and

WHEREAS, Client desires to have EMS Billing Services performed by ImageTrend as set out in the RFP and whereas ImageTrend desires to perform such services, with such services more specifically defined in this Agreement and in Sections 3 and 4 of the RFP and in ImageTrend’s Proposal (hereinafter referred to as the “Services”); and

WHEREAS, Client desires to purchase the Services from ImageTrend for those fees set out in Exhibit C - Professional Claims Processing Fees and Price Sheet (the “Fees”); and

WHEREAS, Exhibit C - Professional Claims Processing Fees and Price Sheet, also includes certain savings on the License Agreement whereby all the total recurring annual fees are waived are now included with the Fees charged under this Agreement and during the Term of this Agreement no annual recurring fees of any kind will be charged under the License Agreement; and

WHEREAS, ImageTrend possesses technical skill, knowledge, and capability in consulting and designing custom and off-the-shelf software solutions and performing technical software services and Client desires such services.

NOW, THEREFORE, FOR MUTUAL CONSIDERATION AND THE PROMISES CONTAINED HEREIN, THE PARTIES HEREBY AGREE AS FOLLOWS:

SECTION 1. DEFINITIONS

"Agreement" and **"This Agreement"** means this Services Agreement, the Scopes of Work issued hereunder, all Attachments and Exhibits attached hereto, or any Amendments made in mutually executed hereto.

"Business Day" means a single 8 hour period occurring on a Monday, Tuesday, Wednesday, Thursday or Friday, 9:00am EST to 5:00pm EST, excluding holidays per §14(b) below. Unless specified in a Service Order, ImageTrend personnel will only perform services during Business Days.

"Business Week" means a 5 day period, beginning Monday at 9:00am EST and ending Friday at 5:00pm EST, excluding holidays per below.

"Confidential information" has the same meaning as defined in the License Agreement.

"Commercial Off The Shelf" or "COTS" means pre-designed software products which are made available for sale by ImageTrend to many customers. COTS is mutually exclusive to Custom Software or Custom IP. MOTS means Modified Off The Shelf, and is a derivative work of ImageTrend COTS Software.

"Custom IP" or "Custom Software" means software products, or other Intellectual Property, which is designed for a specific purpose, for a specific customer or CLIENT.

"Deliverable" means an intangible or tangible product, material, or service produced as a result of a Scope of Work, and each Deliverable is specified in the corresponding Scope of Work from which it is produced.

"Disclosing Party" means the party disclosing Confidential Information to the other party, see also Receiving Party.

"Effective Date" means November 1, 2020.

"Governmental Entity" shall mean the Client and any other federal, state and/or local government entities and any agency, political subdivisions, department, or division thereof.

"Intellectual Property" means any intellectual property or proprietary rights in any jurisdiction, whether owned or held for use under license, whether registered or unregistered, including such rights in and to: (i) trademarks, trade dress, service marks, certification marks, logos, trade names, brand names, corporate names, assumed names and business names ("Trademarks", which term shall include the

items described in clause (viii) below); (ii) patents and any and all divisions, continuations, continuations-in-part, reissues, continuing patent applications, reexaminations or extensions thereof, any counterparts claiming priority therefrom, utility models, patents of importation/confirmation, certificates of invention, certificates of registration and like statutory rights; inventions, invention disclosures, discoveries and improvements, whether patentable or not; (iii) copyrights and works of authorship; (iv) trade secrets (including those trade secrets defined in the Uniform Trade Secrets Act and under corresponding federal, state or foreign statutory or common law), business, technical and know-how information, non-public information, and confidential information and rights to limit the use or disclosure thereof by any Person; (v) mask works; (vi) moral rights, author's rights or rights of publicity; (vii) claims, causes of action and defenses relating to the enforcement of any of the foregoing; (viii) any applications for registration of any of the foregoing, and all renewals or extensions of any of the foregoing, whether now existing or hereafter arising; and (ix) the goodwill associated with each of the foregoing. For the avoidance of doubt, "Intellectual Property Rights" includes any and all of the foregoing related to computer software, data files, Source Code, Object Code, APIs, manuals, documentation, specifications, databases or other materials or information.

"Licensed Information" means any information pertaining to the Software which is owned by IMAGETREND and is licensed to CLIENT. Licensed Information includes such information as input form, user manuals and user documentation, interface format and input/output format, and any other materials pertaining to the Software.

"Materials" and "Expenses" means but is not limited to third party software licenses, physical hardware, test devices, or other items, reasonable travel expenses (including but not limited to food, lodging, and transportation), printing, delivery of materials, or any other cost reasonably incurred arising out of this Agreement.

"Services Agreement" or "Agreement" means this document including all exhibits, and attachments hereto as such may be amended by the parties from time to time consistent with the requirements of this Agreement.

"Pre-Existing Materials" means code, documentation, frameworks, development accelerators, tool sets or any other materials owned by ImageTrend and not developed as part of the services performed for Client. It may include, without limitation, Security Framework, Dashboard, ImageTrend Frameworks, Report Writer and any other tools or Intellectual Property made or used by ImageTrend unrelated to this Agreement.

"On-Site Hour" means time an hour worked by ImageTrend personnel on Client premises, or other premises of Client's choosing that are not ImageTrend's corporate offices.

"Scope of Work" means a document which outlines a mutually agreed upon set of services, products, or Deliverables and associated costs, payment terms, and acceptance procedures.

"Statement of Work" means the requirements for the Services as set out in the RFP and the representations and promises related to the Services made in the Proposal and this Agreement.

"Support" means technical support for the configuration and functioning of the products and Services as well as all support required under the Statement of Work, including taking and monitoring defect reports, as defined further below in the Service Level Agreement between ImageTrend and Client.

“Software” means ImageTrend software provided to Client by ImageTrend under this Agreement, specifically software developed and/or written by ImageTrend. Software developed by a third-party which is purchased on behalf of Client is considered Third Party Material.

“Receiving Party” means the party receiving Confidential Information from the Disclosing Party

“The Agreement” means collectively this Services Agreement, its Exhibits, all Scopes of Work issued from this Services Agreement, and all Exhibits to Scopes of Work.

“Third Party Material(s)” means software or other materials owned by a party other than Client or ImageTrend.

“Time and Materials Basis” means charges billable to the Client based upon each hour worked, multiplied by the hourly rate for the work, plus the cost of any Materials necessary (including but not limited to, the cost of third party software licenses, travel and accommodation expenses, or otherwise), or Materials beneficial (conditioned upon mutual assent of the parties), billed on a monthly basis in arrears.

SECTION 2. TERM OF AGREEMENT

The Term of this Agreement shall be 12 months from the Effective Date of this Agreement (“Initial Term”). Upon expiration of the Initial Term or any Renewal Term, the Term shall automatically renew under the same terms and conditions for additional subsequent 12 month term (each a “Renewal Term”), unless terminated under the terms of this Agreement (including all rights of termination permitted under the County’s General Terms, as defined in Section 15(a)) or by the Client with no less than 30 days of written notice prior to the last day of the then-current Term made to ImageTrend. The Initial Term and Renewal Term(s) are referred to collectively as the “Term”. Notwithstanding the foregoing or any other provision of this Agreement, the Term of this Agreement shall be no more than five (5) years from the Effective Date and this Agreement shall automatically terminate on such date.

SECTION 3. SCOPE OF WORK

CREATION OF SCOPE OF WORK. During the Term (as defined ABOVE) ImageTrend agrees to provide all of the services and materials described in this Agreement, the RFP (specifically including, but not limited to, the services described in Section 3 and 4, Scope of Services and Contractor’s Responsibilities, of the RFP) and the Proposal in conformance with all requirements of the same (collectively the “Services”). All such Services must be provided by ImageTrend to the County’s sole satisfaction. In providing the Services and materials described in this Agreement, the RFP, and the Proposal, ImageTrend must meet or exceed all the provisions and requirements of the RFP (including the County’s General Terms which are attached to the RFP, as such is defined in Section 15(a)), Proposal, and this Agreement. All items provided and Services rendered under this Contact shall be done in a good and workmanlike manner of the highest professional standards and so as to pass without exception in the industry and shall be consistent with this Agreement, the Proposal, and the RFP and all applicable law.

LIMITATIONS OF SCOPE OF WORK. The Scope of Work may include requirements on the Client. Such requirements, when executed as part of a mutual agreed writing, form a material part of this Agreement and of the Scope of Work where the requirement is presented. Additionally, either party may set forth factual assumptions (“Assumption”) in each Scope of Work. The parties will make commercially

reasonable efforts to negotiate an alternative or modified Scope of Work in light of the inaccurate Assumption.

MODIFICATION OF SCOPE OF WORK. Any modification to this Agreement or any exhibit hereto, including the Scope of Work, requires a written amendment executed by all parties to this Agreement.

LEGAL EFFECT. Scopes of Work issued under this Services Agreement are incorporated by reference into this Services Agreement which collectively is called “the Agreement.” Scopes of Work do not override the terms of this Services Agreement unless specifically stated that they do so. The Scope of Work contains its own Fee/Payment Schedules and Payment Terms; those terms are binding insofar as they concern the services or Deliverables contemplated by the Scope of Work.

OTHERS. ImageTrend acknowledges and consents to the following: Client may expand at any time FCEMS to include other departments of the Fluvanna County or other volunteer fire or rescue squads or employees of the County, and further Client may engage another or additional subcontractors to perform rescue, fire, rescue squad and other medical support services to Client from time to time. Client, Client’s contractors, including without limitation DRT, and FCEMS may access the Services, licenses, materials and software provided by ImageTrend under this Agreement as it relates to the operations of and services provided to Client under this Agreement and the License Agreement.

SECTION 4. PERFORMANCE OF SERVICES

COMMENCEMENT. ImageTrend shall begin Services on November 1, 2020.

USE OF KNOW HOW. ImageTrend shall use its know-how, Intellectual Property, talent, skills, and employees to perform the services. Client shall receive no license to any Intellectual Property, and shall instead receive only the benefit of the services rendered hereunder unless otherwise specified in a Scope of Work.

ACCEPTANCE OF SERVICES AND DELIVERABLES. ImageTrend shall deliver completed Deliverables and services to Client for acceptance.

Where the provisions or terms of this Agreement, the RFP or any exhibit hereto conflict, the following shall control in this order (with #1 being the document that controls over all others, and so on): (1) the body of this Agreement; (2) the RFP; (3) the County’s General Terms, Conditions and Instructions to Bidders and Contractors (the “County’s General Terms”); (4) the Proposal, (5) Exhibit A, B, C, D, E and F, in that order. Notwithstanding the foregoing, whenever possible the terms of this Agreement, the RFP, County’s General Terms, Proposal and the other Exhibits shall be read together.

SECTION 5. FEES, INVOICING, AND PAYMENT TERMS

PROMPT PAYMENT ACTS. PROMPT PAYMENT PROVISIONS OF APPLICABLE LAW APPLY TO CLIENT.

FEES. Client shall owe to ImageTrend only such fees as set forth in each mutually executed Scope of Work being Exhibit A hereto.

INVOICING. See Section 47 of the County’s General terms.

SECTION 6. DATA AND INTELLECTUAL PROPERTY

CLIENT DATA. All Client data provided to ImageTrend remains at all times the property of the Client. ImageTrend will not to use or make available any personally identifiable information or patient health information other than for performing the services outlined in a Scope of Work, and for use in an aggregated manner to monitor, operate, train artificial intelligence, and conduct statistical analyses relevant to the application's proper functioning, maintenance, optimization, or improvement. ImageTrend will not in any way transfer to any third party any Confidential Information of Client.

DE-IDENTIFICATION. ImageTrend may create a de-identified data set of Client's data ("the De-identified Data Set") and ImageTrend may, in ImageTrend's discretion, transform, analyze, distribute and redistribute, create derivative works of, license, make available to 3rd party researchers, or otherwise use the De-identified Data Set except as limited by: 1) this Agreement, the RFP and the County's General Terms, 2) applicable law and regulation, e.g. State and Local data privacy law and HIPAA/HITECH, 3) notwithstanding any of the prior, ImageTrend shall create the De-identified Data Set in accordance with the then current HIPAA Safe Harbor Rule at 45 CFR § 164.514(2)(i) by removing the 18 listed data elements, and any additional data element designated as 'Personal Information' by State and Local data breach law (or equivalent laws). The § 164.514(2)(i) data elements are reproduced below at Attachment A. ImageTrend shall ensure its methods for creating the De-identified Data Set comport with industry best practices and guidance such as NISTIR 8053 'De-Identification of Personal Information' (available at <http://dx.doi.org/10.6028/NIST.IR.8053>). ImageTrend shall use reasonable administrative, technical, and physical safeguards to protect and prevent unauthorized disclosure of the De-identified Data Set. ImageTrend shall not attempt to re-identify any de-identified records.

GRANT OF LICENSE TO IMAGETREND'S PRE-EXISTING IP AND OWNERSHIP OF NEW IP. All Intellectual Property Rights connected to the ImageTrend pre-existing materials such as architectural structure, modules, processes, and Know-How that may be used in Deliverables ("Pre-existing IP"), shall remain owned by ImageTrend. ImageTrend agrees to grant to Client a royalty-free, worldwide, transferable, non-exclusive, use license for these architectural structures, modules, and processes that may be used solely in conjunction with the Deliverables and services performed under this Agreement and the Work Orders and in accordance with the license selected below at Exhibit B. This license may not be transferred, and Client may not sublicense, use, reproduce, distribute or prepare derivative works of ImageTrend's Pre-Existing IP except to the extent strictly necessary to fulfill the purpose of a Work Order or as permitted under this Agreement. New Deliverables utilizing the same Pre-Existing IP may require another license for that new Deliverable, in ImageTrend's discretion. New Custom Intellectual Property authored by the parties in the course of performing a Work Order shall be owned by the party that paid for the Intellectual Property and in the case of derivative works, it shall be owned by the party who owns the work from which the derivative is made, or as otherwise set forth in the Work Order. In the case of ImageTrend Software products licensed per Exhibit B below, or "Modified Off The Shelf Software" as defined above, Client shall own all Intellectual Property related to or arising out of any Work Order. A Work Order may specify who owns the intellectual property embodied in a Deliverable; however, absent such terms in the Work Order, the terms of this Agreement shall control. Any right not hereby granted is reserved.

SECTION 7. CONFIDENTIALITY

CONFIDENTIALITY ACKNOWLEDGEMENT. Each party hereby acknowledges and agrees that the other Party's Data, potential clients or customers, client or customer lists, business plans, pricing structures, software and database designs, and any other information a Party has marked as Confidential, constitute Confidential Information. Each party agrees to treat (and take precautions to ensure that its authorized personnel treat) Confidential Information as confidential in accordance with the confidentiality requirements and conditions set forth below. Orally transmitted information shall not be Confidential Information unless specified as such in a writing transmitted from the Disclosing party to the Receiving party within 15 days of the oral transmission, with such writing providing a reasonable description and scope of the Confidential Information transmitted.

CONFIDENTIALITY OBLIGATIONS. Each party agrees to keep confidential all confidential information disclosed to it by the other party in accordance herewith, and to protect the confidentiality thereof in the same manner it protects the confidentiality of similar information and data of its own (at all times exercising at least a reasonable degree of care in the protection of confidential information); provided, however, that the provisions of this §7 shall not apply to information which: (i) is in the public domain; (ii) has been acquired by a Party by means other than the disclosure of the information by the Disclosing Party; (iii) is duly obtained by a Party directly or indirectly from a third party who has independently developed the information and is entitled to disclose the information to the Party, and such disclosure does not directly or indirectly violate the confidentiality obligation of such third party; (iv) becomes known publicly, without fault on the part of a Party, subsequent to the receipt of the information by Party; (v) is required or permitted under the Virginia Freedom of Information Act to be disclosed by Client in Client's reasonable judgment; or (vi) is information of ImageTrend and is not defined to be proprietary or a trade secret under Virginia law or which ImageTrend provides to Client without strictly conforming to the requirements of Virginia Code 2.2-4342.

SURVIVAL. This §7 shall survive the termination of this Agreement or of any license granted under this Agreement.

SECTION 8. WARRANTIES

NO CONFLICTS OF INTEREST. ImageTrend does not have any express or implied obligation to a third party which in any way conflicts with any of ImageTrend's obligations under this Agreement.

SERVICES. All services and will be provided in a professional and workmanlike manner in accordance with applicable industry standards and will comply with all applicable laws. All Deliverables will substantially conform to the agreed-upon specifications set forth in the applicable Scope of Work or as otherwise set forth in this Agreement.

EXCEPT AS required by the RFP, the County's General Terms or the Proposal or as SET FORTH SPECIFICALLY IN THIS AGREEMENT: (i) THE SERVICES IMAGETREND PROVIDES TO CLIENT ARE PROVIDED WITHOUT ADDITIONAL WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY ORAL OR WRITTEN REPRESENTATIONS, PROPOSALS, OR STATEMENTS MADE PRIOR

TO THIS AGREEMENT; and (ii) IMAGETREND HEREBY EXPRESSLY DISCLAIM, AND CLIENT HEREBY WAIVES, ANY REPRESENTATION OR WARRANTY OF ANY KIND WITH RESPECT TO THE SERVICES, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. THE REMEDIES PROVIDED IN THIS AGREEMENT AND THE EXHIBITS HERETO ARE CLIENT'S SOLE AND EXCLUSIVE REMEDIES.

SECTION 9. LIMITATION OF LIABILITY

EXCEPT AS ALLOWED, PERMITTED, OR REQUIRED UNDER THE RFP, THE COUNTY'S GENERAL TERMS OR AS OTHERWISE SPECIFICALLY REQUIRED HEREUNDER, EACH PARTY SHALL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OR LOSSES ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF THAT PARTY IS ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING. EACH PARTY'S CUMULATIVE LIABILITY ARISING OUT OF OR IN ANY MANNER RELATED TO THIS SHALL BE LIMITED TO THE AMOUNT OF THE FEES DUE UNDER THIS AGREEMENT OR SUCH HIGHER AMOUNT PERMITTED UNDER THE RFP, THE COUNTY'S GENERAL TERMS OR OTHERWISE SPECIFICALLY REQUIRED HEREUNDER.

SECTION 10. LICENSE AGREEMENT AMENDMENT

ImageTrend and the County previously entered into that Software Licensing Agreement dated January 5, 2018 (together with all exhibits and attachments thereto, the "License Agreement") which this Agreement AMENDS as more specifically set forth IN THIS SECTION 10. The License Agreement is attached hereto as **Exhibit 3**. The parties intend for this to serve as an amendment to and to modification of the License Agreement as permitted under Section 24 of the License Agreement. The parties hereby agree to the following amendments to the License Agreement:

1. All those fees to be paid by Client to ImageTrend under the License Agreement, and specifically, but without limitation under Section 7 of the License Agreement, are hereby waived beginning on the Effective Date of this Agreement and continuing for the Term of this Agreement. The fees and specifically the "recurring fees" hereby waived are detailed in that Exhibit A to the License Agreement. Any recurring fee that is billed annually shall be prorated for the portion waived hereby. If Client paid any of the recurring fees in advance, ImageTrend agrees to refund Client for any amount waived under this Section 10 within 30 days of the Effective Date of this Agreement. For clarification, during the Term of this Agreement, no recurring fees of any kind are to be paid or incurred by Client under the License Agreement and the fees for such software licenses, services and other work provided by ImageTrend under the License Agreement shall instead be included in the fee set forth in Exhibit C to this Agreement.
2. Section 3 "OTHERS" of this Agreement is incorporated into the License Agreement.
3. The parties further agree that should the Term of this Agreement continue after the term of the License Agreement would otherwise terminate, then the Client may elect to extend the term of the License Agreement for the Term of this Agreement, as such is renewed from time to time.
4. Those provisions of Exhibit B to the Agreement are not intended to modify the terms of the License Agreement. Except as specifically modified in this Section 10, the License Agreement is hereby ratified and confirmed. By signing this Agreement, the parties hereby evidence their agreement to Amend the License Agreement as set forth.

SECTION 11. NON-EXCLUSIVITY

This Agreement does not establish any exclusivity of service, contract, customer relationship, or otherwise between the parties.

SECTION 12. AMENDMENTS

This Agreement may only be modified by a mutually executed writing including but not limited to Scopes of Work and other exhibits or attachments hereto, signed by a person having authority to sign.

SECTION 13. TERMINATION

The Client may terminate this Agreement upon giving the other Party thirty days (30) days' prior written notice to the other Party in addition to any other remedy or right contained in this Agreement. This right of termination is additive to other rights of termination identified above in this Agreement, the RFP or the County's General Terms, and does not preclude the exercise of those other rights.

SECTION 14. INDEMNIFICATION

IMAGETREND INDEMNITY. ImageTrend shall defend and indemnify Client from and against third party claims, actions, suits, demands, damages, obligations, losses, settlements, judgments, costs, and expenses ("Indemnity Claims"), which arise out of any negligent act or omission, or willful misconduct of ImageTrend. Client shall promptly notify ImageTrend for any actual or prospective Indemnity Claim for which indemnification is sought. In the event that any third-party Indemnity Claim is made and Client invokes this clause, ImageTrend shall have the right and option to undertake and control such defense of such action with counsel of ImageTrend's choice with control to settle any such Indemnity Claim. ImageTrend shall have no obligation to defend or indemnify Client from Indemnity Claims arising out of Client's negligent or intentional wrongful acts or omissions. Because ImageTrend must provide its own insurers with notice of an Indemnity Claim within 60 days of actual knowledge of an Indemnity Claim, Client accordingly must provide ImageTrend written notice no more than 60 days after Client has actual knowledge of an Indemnity Claim else ImageTrend shall have no obligation to indemnify Client.

SECTION 15. GENERAL TERMS

- a. **INSURANCE AND OTHER REQUIREMENTS.** ImageTrend will provide to Client a Certificate of Insurance upon request. Further insurance requirements are included below as an attachment. The County's General terms, Conditions and Instructions to Bidders and Contractors (the "County's General Terms") were attached to the RFP and are incorporated herein as material provisions of this Agreement as if set out in the body of this Agreement. See Section 39 of the County's General Terms.
- b. **BUSINESS DAYS AND HOLIDAYS.** The parties agree a business day is 8 hours long, and excludes Saturdays, Sundays, and days reasonably considered a holiday under Federal Law. Unless otherwise specified in a Scope of Work, ImageTrend shall perform services only during business days, from 9:00am EST to 5:00pm EST. Notwithstanding the foregoing, in the event any language of this Agreement conflicts with any time for response or timing requirement set out

in the RFP, if the RFP requires a response or other action by ImageTrend within a shorter period of time than this Agreement, the RFP shall control.

- c. **COUNTERPARTS.** This Agreement may be executed in counterpart originals, duly signed by both parties, each of which will be deemed an original but all of which, together, will constitute one and the same Agreement.
- d. **FORCE MAJEURE.** Neither party will be liable for delays nor for non-performance caused solely by an unforeseeable event, external to this Agreement and the parties (except for subcontractors or other parties reasonably within the control of such party), where the occurrence of the event is beyond the non-performing or delayed party's reasonable control ("Force Majeure Events.") Force Majeure Events may include, but are not limited to: war, terrorism or threats of terrorism, civil disorder, labor strikes, fire, disease, medical epidemics or outbreaks, events which curtail necessary transportation facilities (e.g. airports), or other unforeseeable events where the occurrence of the event is beyond the non-performing or delayed party's control and such event actually and justifiably delays the non-performing or delayed party's performance hereunder. The parties agree COVID-19 is NOT a Force Majeure Event. If there is a period where Services are not performed, or not fully performed, hereunder, then the Client shall owe no Fees of any kind, or a reasonable prorated portion of the fees, respectively, during such period. Performance may only be reasonably delayed during the Force Majeure Events.
- e. **REASONABLE COOPERATION.** Client will reasonably cooperate with ImageTrend to the extent reasonably necessary to enable ImageTrend to perform the Services contemplated in each Scope of Work. Accordingly, Client will provide access, information or other materials in a fashion timely to the schedule of each Scope of Work. ImageTrend shall have no liability to Client for delays arising solely out the actions or non-actions of Client where ImageTrend has no duty to notify or remind Client of the same and where the action or non-action is the responsibility of Client and is clearly delegated to Client under this Agreement.
- f. **NON ASSIGNABILITY.** A party shall not assign this Agreement or its rights hereunder without the prior written consent of the other party.
- g. **JURISDICTION AND VENUE.** The parties agree that the law governing this Agreement shall be that of the State of Virginia without regard to its conflict of laws principles. **IF CLIENT IS A GOVERNMENTAL ENTITY** the law governing this Agreement shall be that of the Client's jurisdiction without regard to its conflict of laws principles. See also the County's General Terms, Section 34.
- h. **ENTIRE AGREEMENT.** This Agreement constitutes the entire Agreement between the parties, with respect to this subject matter, including, but not limited to the services, goods, products, and Software provided by ImageTrend for Client and the compensation provided by Client for said provision of such services therefore, and supersedes all previous proposals, both oral and written, negotiations, representations, writings and all other communications between the

parties. This Agreement may not be released, discharged, or modified except by an instrument in writing signed by the parties.

- i. **SEVERABILITY.** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this Agreement.
- j. **WAIVER.** No waiver by either party of any of any provision hereof shall constitute a waiver of any other term of this Agreement nor shall it preclude either party from enforcing its rights.
- k. **NONAPPROPRIATION. IF CLIENT IS A GOVERNMENTAL ENTITY THE FOLLOWING PARAGRAPH APPLIES.** The continuation of this Agreement is contingent upon the appropriation of funds by the legislature or other sources as applicable to fulfill the requirements of the Agreement. If the insufficient monies are appropriated to provide for the continuation of the Contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the applicable appropriation laws or regulations for any lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of this Agreement or any Scope of Work hereto, the Agreement or applicable Scopes of Work shall terminate on the date of the beginning of the first fiscal year for which funds have not been appropriated. ImageTrend shall be entitled to payment for deliverables in progress, to the extent work has been performed pursuant to this Agreement or any Scope of Work hereto; obligations that have been incurred that extend beyond the date of termination; and reasonable contract close-out costs.
- l. **ATTORNEYS' FEES.** In any action between the parties to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover reasonable expenses, including reasonable attorneys' fees.
- m. **INDEPENDENT CONTRACTORS.** It is the express intention of Client and ImageTrend that ImageTrend and its employees and agents will perform the services hereunder as independent contractors to Client. Nothing in this Agreement shall in any way be construed to constitute ImageTrend or its employees or agents as an agent, employee or representative of Client. Without limiting the generality of the foregoing, ImageTrend is not authorized to bind Client to any liability or obligation or to represent ImageTrend has any such authority. Client and ImageTrend agree that neither ImageTrend employees nor its agents will receive Client - sponsored benefits from Client.
- n. **NOTICES.** Any notice required to be given by either party to the other shall be deemed given if in writing on the date actually delivered (including electronic methods such as e-mail), or if deposited in the United States mail in registered or certified form with return receipt requested, postage prepaid, on the postmarked date and addressed to the notified party at the address set forth below, or to such other address as a party may designate from time to time by means of notice given hereunder to the other party.

If to Client:

Fluvanna County Fire Rescue
Attn: Debbie Smith
P.O. Box 540
Palmyra, VA 22963

With a copy to:

Fluvanna County Attorney
414 East Jefferson Street
Charlottesville, VA 22902

If to ImageTrend:

ImageTrend, Inc.
Attn: Mike McBrady
20855 Kensington Boulevard
Lakeville, MN 55044

IN WITNESS WHEREOF: the undersigned parties, each having authority to bind their respective organizations, hereby agree

Client: Fluvanna County

ImageTrend

Signature:

Signature:

Print Name:

Print Name:

Title:

Title:

Date:

Date:

Client: Fluvanna County Sheriff's Office

Signature:

Print Name:

Title:

Date:

Approved as to Form:

Fluvanna County Attorney

EXHIBIT A - RCM AND PROFESSIONAL CLAIMS SERVICES ATTACHMENT

All words defined in the Services Agreement (the "Agreement") to which this Exhibit A is attached shall have the same meaning when used herein unless the context requires otherwise. This attachment shall be the Scope of Work for professional claims services and revenue cycle management services being the Services described in the Agreement, as detailed below:

ImageTrend will provide all of the Services and materials described in the Agreement, the RFP and the Proposal, and in performing such Services ImageTrend must meet or exceed all the provisions and requirements of the RFP, the County's General Terms, the Proposal, and the Agreement, including all attachments and exhibits thereto. All items provided and Services rendered under this Agreement shall be done in a good and workmanlike manner and so as to pass without exception in the industry and shall be performed in accordance with Applicable Law as such is defined in the RFP (without limitation see Section 4(a)(i) of the RFP). The Services shall include without limitation the following:

Processing a Claim means taking commercially reasonable efforts to prepare a Claim (or Fire Claim if applicable) for submission to a Payor with the goal of ensuring the maximum chance of successful reimbursement (subject to all applicable State, Federal and local laws and regulations as well as applicable Payor policies and procedures); however this shall be limited to: correcting data on remitted claims (including modifying claim coding and modifiers), calling insurance providers to check on the status of claims, suggesting which claims should or must be written off, coding claims appropriately, moving claims to self-pay for collection from patients, preparing and mailing self-pay invoices, undertaking any task described in the Service Description sections below, submitting the non-paying self-pay claims to the Client's debt collection agency if approved by Client, and any other task that is reasonably helpful or required and permitted under the Agreement or as agreed upon between the parties subsequent to this agreement.

Payor means any party paying to Client any sum of money in return for services rendered by Client to patient(s), including but not limited to: monies associated with payment for services billed to all primary insurance, Federal Medigap policies, all patient-owed balances, HMOs, PPOs, managed health organizations, non-Medigap secondary insurance billings, home, vehicle or fire insurers, or any other primary or secondary, public or private entity or person that typically makes payment(s) for Claims or Fire Claims.

Follow up means phone call(s) made by insurance specialist, and/or paper mailings requesting additional information, and/or payment of services rendered: Speaking with patient/representative/responsible party, and/or leaving a message, (where applicable) are considered a contact attempt to the patient.

Claim means any claim, potential claim, remitted claim, denied claim, appealed or appealable claim, or any other claim for reimbursement of costs incurred providing Client's services to patients or other medical bill.

• FEES AND PAYMENT TERMS

1. **Fees.** The fees owed by Client to ImageTrend for the services herein are detailed in the Price Table Attachment in Exhibit C.
2. **Invoicing.** ImageTrend shall invoice the Client monthly in arrears based on Processed Claims in the month prior, payment shall be due within 45 days of a valid and proper invoice consistent with the County's General Terms (without limitation see Section 47 of the County's General Terms.)
3. **Late Fees.** Client will not pay late fees as recited in the County's General Terms.
4. **Sales Tax.** Client is a tax-exempt entity and will provide documentation to ImageTrend upon request.

• FRAUD, OVERPAYMENT OR INSUFFICIENT DOCUMENTATION

ImageTrend shall under no circumstances perpetuate fraud, nor the fraud of Client, nor fraud on the behalf of Client. In ImageTrend's discretion, ImageTrend may refuse to pursue or process a claim that appears fraudulent, contains insufficient documentation or the documentation lacks adequate justification on which to make claims, appears to be unbundled services, appears to be upcoded, or otherwise appears out of order with the legal and ethical standards to which ImageTrend is held. ImageTrend shall notify Client of any such incident. Should ImageTrend receive overpayment on any submitted Claim, ImageTrend shall notify the Client of the overpayment and associated information, and ImageTrend will assist the County in resolving the overpayment. ImageTrend will refund any fees charged on any overpayment to Client within thirty (30) days of such overpayment; such may be refunded by ImageTrend as a credit against fees properly owing from Client under the Agreement if such is specifically accounted for and disclosed in the invoice. ImageTrend further reserves the right to refuse to carry out any task, that in ImageTrend's reasonable judgment, would be prohibited under applicable law, regulation, or payor policy (such as HIPAA/HITECH and CMS rules and guidelines, or otherwise); and ImageTrend will notify the Client of the same.

• LICENSE TO USE IMAGETREND BILLING BRIDGE FOR TERM

Included as part of the Services rendered to Client by ImageTrend, Client is hereby granted a non-exclusive, non-sublicensable, license to use and have access to ImageTrend Billing Bridge software for the term of this Agreement only to the extent allowed and specifically instructed by ImageTrend during the term of this Agreement. ImageTrend reserves the right to unilaterally cancel, upgrade, modify or otherwise change the nature of this software license. This license is intended, and Client is hereby instructed, to allow Client to view and report on the status of ImageTrend's work for Client, and not to function as a full license to use Billing Bridge nor execute Client's own billing workflow. A full, unrestricted license is available from ImageTrend for additional consideration. This license shall expire upon termination of this Agreement. ImageTrend acknowledges and consents to the following: Client may expand at any time FCEMS to include other departments of the Fluvanna County or other volunteer fire or rescue squads or employees of the County, and Client may further engage another or additional subcontractors to perform rescue, fire, rescue squad and other medical support services to Client from

time to time. Client, Client's contractors, including without limitation DRT, and FCEMS (each defined to be an "Authorized User" under Exhibit B) may access the Services, licenses, materials and software provided by ImageTrend under this Agreement and the License Agreement as it relates to the operations of and services provided to Client.

• **RIGHT TO AUDIT**

1. **Retain Books and Records.** During the Term and for a period of seven years after the termination or expiration of this agreement, each party shall keep its books and records that relate to this Agreement, and maintain them in a manner reasonably consistent with prior practices.
2. **Inspection and Audit.** During the Term and for a period of seven years after the termination or expiration of this agreement, upon reasonable notice from a party shall provide the other party, reasonable access to books and records that relate to this Agreement (and allow the requesting party to make photocopies, at such requesting party's expense), during normal business hours. Notwithstanding the foregoing, ImageTrend may only request those books and records it could have requested during the Term and which are permitted to be provided to it under Applicable Law and such books and records will be provided to ImageTrend only after executing a new Business Associate Agreement in a form acceptable to Client if the Business Associate Agreement attached as Exhibit G is no longer in force.
3. **Corrections.** If a party's audit reveals errors or discrepancies in the Books and Records, the other party shall promptly correct the error or discrepancy, including refunding any over-payments or making up any under-payments.

• **EMS CLAIMS PROCESSING RESPONSIBILITIES AND SERVICES**

ImageTrend shall:

1. Enter paper Explanation of Benefit (EOB) documents and other paperwork received back from any Payor which is transmitted or otherwise made available to ImageTrend by Client for data entry;
2. Import electronic documentation in order to Process Claims from Client's ePCR Software in NEMSIS v2 or v3 (v3.4 or lesser) format. Different import formats can be developed as a custom software development project for additional consideration in a separately contracted and mutually agreeable written Statement of Work.
3. Prepare All Claims for submission to Payors in a timely manner;
4. Provide to Client access to all Standard Reports built into the Client's Billing Bridge software;
5. Adhere to all other terms and conditions in this Agreement;
6. Act at all times in accordance with all applicable law; and
7. Perform and provide all of the Services, licenses and materials described in the Agreement, the RFP and the Proposal, and in performing such Services ImageTrend must meet or exceed all the provisions and requirements of the RFP, the County's General Terms, the Proposal, and the Agreement, including all attachments and exhibits thereto.

Client shall:

8. Provide to ImageTrend only accurate, truthful, and non-fraudulent information;
9. Act at all times in accordance with all applicable law;
10. Continue to administer and enter data into ePCR and all other systems, as well as enter appropriate data into Client's Billing Bridge system as instructed by ImageTrend;
11. Make available to ImageTrend all reasonable materials and information ImageTrend finds necessary or helpful for ImageTrend to Prepare Claims so long as permitted by Applicable Law;
12. Maintain a relationship with, and collaborate with, a third party debt collection agency for any debt Client wishes pursued after ImageTrend has exhausted;
13. Ensure that a copy of every check or payment made to the Client is transmitted to ImageTrend, or if payment is made to a lockbox or similar service provider on behalf of Client, to ensure that the lockbox or similar service provider provides a copy of every check or payment made to Client's lockbox or similar service; or otherwise ensure that ImageTrend is made up to date on payment status resulting from Processed Claims in a timely fashion;
14. Adhere to all other terms and conditions in this Agreement.

- **BANKING AND REMITTANCE PROCESS**

ImageTrend will be responsible for depositing all non-ACH payments into a bank account owned by Client. Client will give bank account deposit access to ImageTrend for the sole purpose of depositing non-ACH received payments, received by ImageTrend, on behalf of Client. ImageTrend will provide weekly deposit details for all payments made within the previous week. Credit card fees are the responsibility of ImageTrend.

EXHIBIT B - SOFTWARE LICENSING TERMS ATTACHMENT

To the degree any Scope of Work involves licensing ImageTrend Software, the following terms shall apply:

“ImageTrend Elite Data Marts” means the relational database(s) that contain an enhanced and simplified reporting-ready format of the transactional data collected within ImageTrend Elite. The Elite Data Marts are available for use with the ImageTrend Elite Reporting Tools.

“ImageTrend Elite Reporting Tools” means the Transactional Report Writer, Visual Informatics, Analytical Chart Reporting Tool and Analytical Tabular Reporting Tool in the Software that are based on a set of Elite Data Marts.

“Incident(s)” means an instance where the Client sends a vehicle or emergency responder to a situation requiring emergency response, as measured by the number of incident reports within ImageTrend Software systems.

“Licensed Information” means other Deliverables provided to Client by ImageTrend relating to the operation or design of the Software, or other Deliverables provided to Client by ImageTrend which are common to ImageTrend (e.g. such Deliverables are not unique to Client). A copy of the software specification Licensed Information is available within the Software labeled as “ImageTrend University.”

“The Software” means the sum of all software licenses granted by this Agreement or Scope of Work hereto as provided in Section 1 below.

SECTION 1. GRANT OF LICENSE TO SOFTWARE.

Each Scope of Work for the sale of Software Licenses shall outline which of the below licenses are being granted by the Scope of Work. The license selection will be evidenced by the title of each SKU in the Scope of Work, e.g. “Elite EMS SaaS” shall be licensed under the Software as a Service License below. If the license is not apparent by the name of the SKU, then the license shall default to Software as a Service. ImageTrend may discontinue or replace a license in this table upon written agreement of the parties. Replacing this table shall not have the effect of revoking previously agreed licenses, rather, ImageTrend’s right to replace this table shall apply to only future Scopes of Work.

Name of License	Terms of License
Software as a Service License (SaaS) or Integration as a Service (IaaS) (“SaaS”)	ImageTrend hereby grants Client a non-exclusive, non-transferable license to use the ImageTrend Software product(s) listed in the Scope of Work for such time as listed in said Scope of Work. During the term of the Scope of Work, the Client shall have access to the Software, which will be installed on servers at the ImageTrend hosting facility and subject to the Service Level Agreement attached. All copies of the Software and/or Licensed Information in any form provided by ImageTrend to Client hereunder are the sole property of ImageTrend and/or its suppliers, and that Client shall not have any right, title, or interest to any such Software and/or Licensed Information or copies thereof except as provided in this Agreement.

ImageTrend Hosted License ("License")

ImageTrend will grant Client a non-exclusive, non-transferable, perpetual use license without rights of resale or sublicensing, to the ImageTrend Software product(s) listed in the Scope of Work. Client shall have access to the Software, which will be installed on servers at the ImageTrend hosting facility and subject to the Service Level Agreement attached. All copies of the Software and/or Licensed Information in any form provided by ImageTrend to Client hereunder are the sole property of ImageTrend and/or its suppliers, and that Client shall not have any right, title, or interest to any such Software and/or Licensed Information or copies thereof except as provided in this Agreement.

SECTION 2. PROTECTION OF SOFTWARE AND LICENSED INFORMATION

Client agrees to respect and not to, nor permit any third-party to, remove, obliterate, or cancel from view any copyright, trademark, confidentiality or other proprietary notice, mark, or legend appearing on any of the Software or Licensed Information, and to reproduce and include the same on each authorized copy of the Software and Licensed Information.

Client shall not nor shall Client permit any third-party under Client's control to, copy, reverse engineer, or duplicate the Software or any part thereof except for the purposes of system backup, testing, maintenance, or recovery. Client may duplicate the Licensed Information only for internal training, provided that all the names, trademark rights, product names, copyright statement, and other proprietary right statements of ImageTrend are reserved. ImageTrend reserves all rights which are not expressly granted to Client in this Agreement.

Client shall not, nor shall Client permit any third-party to, modify, reverse engineer, disassemble, or decompile the Software, or any portion thereof, and shall not use the software or portion thereof for purposes other than as intended and provided for in this Agreement.

SECTION 3. IMAGETREND ELITE DATA MARTS NON-EXCLUSIVE USE LICENSE.

In accordance with the terms and conditions hereof, ImageTrend hereby grants the use of the ImageTrend Elite Data Marts only via ImageTrend Elite Reporting Tools, unless an "Elite Data Mart License" is included and detailed in a Scope of Work. Absent that license, this Agreement does not give the Customer the rights to access and query the ImageTrend Elite Data Marts directly using SQL query tools, reporting tools, ETL tools, or any other tools or mechanisms. Direct access to ImageTrend Elite Data Marts is only available via the aforementioned separately-priced product and service offering from ImageTrend.

SECTION 4. INSTALLATION, INTRODUCTORY TRAINING AND DEBUGGING.

IMPLEMENTATION. ImageTrend shall provide Client with start-up services such as the installation and introductory training relating to the Software, and, if necessary, initial debugging services known as "Implementation". During Implementation, Client must make available sufficient time and resources as is necessary to accomplish the milestones and tasks per the party's project plans (as applicable), typically between 4 and 15 hours a week. Depending on Client's objectives, Client may need to allocate more time or resources to achieve Client's desired timelines.

TRAIN THE TRAINER. ImageTrend may provide “Train-the-trainer” training for administrators as detailed in each Scope of Work. Additionally, online training videos and user guides in electronic format will be made available via ImageTrend University.

INSTRUCTIONS. ImageTrend will provide installation instructions and assistance for installation of the Software on the Servers appropriate to the License selection in the Scope of Work per the table above at (e.g. Client Hosted on premise license) as detailed in Service Level Attachment, below.

SOFTWARE SUPPORT. ImageTrend shall provide Software Support as detailed in the Service Level Attachment, below.

TRAINING USAGE AND EXPIRATION. The training line items and quantities as detailed in price table attached must be delivered within 2 years of the Effective Date. It shall be Client’s responsibility to request the training session(s). Training not used within the 2 year cut-off shall expire and no refund or credit will be payable to Client.

SECTION 5. SOFTWARE WARRANTIES.

PERFORMANCE WARRANTY. ImageTrend warrants that the Software will conform to the specifications as set forth in the Licensed Information. However, this warranty shall be revoked in the event that any person other than ImageTrend and its agents make any unauthorized modification or change to the Software in any manner outside of the configuration available within the Software’s built-in functionality. This warranty does not apply to data extracted from the system.

OWNERSHIP WARRANTY. ImageTrend represents that it is the owner of the entire right, title, and interests in and to the Software, and that it has the sole right to grant licenses thereunder, and that it has not knowingly granted licenses thereunder to any other entity that would restrict rights granted hereunder to Client.

LIMITATIONS ON WARRANTY. All of ImageTrend’s obligations under this Section shall be contingent on Client’s use of the Software in accordance with this Agreement and in accordance with ImageTrend’s instructions as provided by ImageTrend in the Licensed Information, and as such instructions may be amended, supplemented, or modified by ImageTrend from time to time. ImageTrend shall have no warranty obligations with respect to usage which does not conform with ImageTrend’s instructions as provided by ImageTrend in the Licensed Information. ImageTrend shall have no warranty obligations with respect to any failures of the Software which are the result of accident, abuse, misapplication, extreme power surge or extreme electromagnetic field of a Client device. In addition to any other limitation on warranty or liability; Client’s sole remedy for breach of warranty related to or arising out of the Software, or a defect with the Software, shall be at Client’s option 1) repair of the Software or defect, 2) termination of this Agreement for convenience as outlined elsewhere in this Agreement.

THE EXPRESS WARRANTIES PROVIDED HEREIN, IN THE RFP, THE COUNTY’S GENERAL TERMS, THE AGREEMENT, OR THE PROPOSAL, ARE THE ONLY WARRANTIES MADE BY ImageTrend WITH RESPECT TO THE SOFTWARE AND SUPERSEDE ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY AND WARRANTIES FOR ANY SPECIAL PURPOSE.

SECTION 6. MAINTENANCE.

ImageTrend shall provide scheduled updates and new releases for the Software, as well as defect correction as needed per the Service Level Agreement, attached for so long as Client has contracted for support (as indicated by a recurring fee containing the product name and word 'Support'). Specific out-of-scope system enhancement requests are excluded from support. Should Client desire specific source-code level modifications to the system, Client may submit a request to ImageTrend's UserVoice page at <https://ImageTrend.uservoice.com/>.

SECTION 7. RETURN OF DATA.

Upon termination of this Agreement for any reason, Client may request ImageTrend provide to Client a copy of Client's data. ImageTrend will produce this data by first using relevant export functionality provided by the application, e.g. for ImageTrend Elite the data would be produced as a NEMSIS Version 3 XML file(s), or by other native data export format should the application provide no export functionality. ImageTrend may redact or remove ImageTrend trade secret and confidential information, such as database schema design details, or data which is used solely in an operational or administrative fashion (e.g. data which was never entered by Client end-users). For clarity, ImageTrend may not redact or remove data that Client or Client's end-users entered. ImageTrend will provide this exported data to Client via secure electronic transfer, such as SFTP/FTPS. ImageTrend shall have 90 days from Client's request to produce the native data export for Client. Should Client desire the data to come in any alternative format, or be in any way different than as described in this section, Client must request those services from ImageTrend separately on an actual Time and Materials basis pursuant to a mutually agreed upon Statement of Work.

SECTION 8. IMAGETREND ELITE AUTHORIZED USERS AND SCOPE OF USAGE

This Grant of License is strictly conditioned on the Software being used by only Authorized Users. ImageTrend may audit Client's Software, users, and usage to ensure compliance with the scope of usage detailed by this Agreement, in ImageTrend's discretion. Non-compliance with the scope of usage shall be considered a material breach. Client shall be offered an opportunity to clear such breach within fifteen (15) days of notice.

If this Agreement is for the licensing of ImageTrend Elite EMS, the following scope of usage and Authorized User definitions apply.

Organization Type	Organization Definition	Authorized User Definition
Private Agency	Client responds to emergency medical incidents for-profit or not-for-profit and the Client <u>is not</u> a Governmental Entity.	All employees & contractors of Client who respond to emergency medical incidents in the regular scope of their employment
Public Agency, County, Region, or City for its own employed EMS workers ("Public Agency")	Client responds to emergency medical incidents and transports patients therefrom and <u>is</u> a Governmental Entity	All employees & contractors of Client who respond to emergency medical incidents in the regular scope of their employment
Hospital or Health Network	Client is a 1) hospital, 2) health network, 3) or other medical institution that provides care which does not involve responding to emergency medical incidents and	All employees & contractors of Client who respond to emergency medical incidents in their regular scope of employment at or from the named Hospital brick-and-mortar locations. If the specific brick-and-

	transporting patients therefrom as a primary service of the organization; and Client is recognized and licensed as such by the Client's governing State	mortar location(s) is not named in a Scope of Work, then it shall be interpreted as the brick-and-mortar location from which the Client primary contact, Debbie Smith or their successor, conducts their job duties most frequently.
State, County, Region, City for its constituents	Client is a Governmental Entity with authority or a official mandate to improve, facilitate, organize, surveil, investigate, report, collect reports of, or otherwise govern public health matters; or another entity acting under a grant or contract of and for equivalent authority	Licensed individuals within Client's legal or governing jurisdiction and geographic boundary, who to respond to emergency medical incidents in the regular scope of their employment, and not individuals whose primary job duty involves law enforcement.
Group Purchase (Multi-Agency)	Client(s) are a plurality of Private Agencies and/or Public Agencies	All employees & contractors of each named organization, who respond to emergency medical incidents
Financing Party (e.g. billing company) on behalf of Agency/City/County third party beneficiary	Client is an entity which does not respond to emergency medical incidents or provide for the care or transportation of patients; rather Client is an entity who procures or pays for a third party beneficiary who is a Private or Public Agency.	All employees & contractors of third party beneficiary Public or Private Agency, who respond to emergency medical incidents in the regular scope of their employment.

EXHIBIT C - PROFESSIONAL CLAIMS PROCESSING FEES AND PRICE SHEET

The prices below are based on the quantity of Claims annually, as specified in the table below.

Contracted Services

Description	Rate Type	Rate	SKU
EMS Revenue Services	Percentage	4.50% of Net Collections	RCM.001.002.001
Bank Account and Remittance Process - ImageTrend Deposit Payments; Gross Remittance	Not RCM	Included	RCMBAR4

Recurring Fees

Description	SKU	Unit Price	Qty	Extended Amount
Elite™ Rescue	ELT.001.002.015	Included	1	Included
Elite™ Field	ELT.001.002.012	Included	1	Included
Elite™ Mobile Fire Inspections	ELT.001.002.014	Included	1	Included
FTP Auto Export Nemsis v3 XML and PDF	ELT.002.009.002	Included	1	Included
CAD	ELT.002.007.001	Included	1	Included

Send Invoices To:

Debbie Smith
 dsmith@fluvannacounty.org
 P.O. Box 540
 Palmyra, VA 22963

Payment Terms:

1. "Contracted Services" will be invoiced monthly in arrears based on the actual amount of Processed Claims.
2. ImageTrend may temporarily suspend performance (e.g. cease to provide services, access, support) due to Client's breach of contract provided Client shall have 30 days to cure such breach before ImageTrend may suspend performance.
3. ImageTrend may not charge late fees. See the County's General Terms Section 45.
4. ImageTrend will not be responsible for third-party fees related to this Agreement unless specifically outlined by this Agreement. ImageTrend's subcontractors shall not be considered third parties; and ImageTrend specifically agrees to comply with Section 48 of the County's General Terms.
5. Net Collections is defined as all monies collected by ImageTrend for EMS Billing provided by client less adjustments (such as overpayments), write-offs, and refunds calculated in accordance with GAAP practices.

EXHIBIT D - STANDARD REPORTS

The standard reports available to the Client are:

Period Activity Summary; Displays the beginning A/R, charges and transactions with the ending A/R within the time period.	Transaction Non-Adjustments – Detailed; Details of the transaction changes that have a postdate within the specified date range.
All Charges – Detailed; Details of all charge changes. Effectively giving the net changes within the date range	Transaction Non-Adjustments – Detailed (with Patient); Details of the transaction changes that have a postdate within the specified date range.
All Charges – Detailed (with Patient); Details of all charge changes. Effectively giving the net changes within the date range and patient name.	Transactions Posted – Summary; Summary of transaction changes that are not voids and that have a postdate within the specified date range.
All Charges – Summary; Summary of all charge changes. Effectively giving the net changes within the date range	Transactions Voided – Summary; Summary of transaction changes that are voids and that have a postdate within the specified date range.
Charge Adjustments; Detailed; Details of the charge changes that happened as an override after the invoice was posted.	Aging by Agency and Current Payer; Includes date ranges from 0-30 days and 180+ days
Charge Adjustments; Detailed (with Patient); Details of the charge changes that happened as an override after the invoice was posted and patient name.	Number of Invoices Posted by User by Month; Number of invoices that have been posted by user within a month
Charge Adjustments – Summary; Summary of the charge changes that happened as an override after the invoice was posted.	Number of Invoices Posted by User in Last 30 days; number of invoices posted by User in Last 30 days
Charge Non-Adjustments – Detailed; Details of the charges that were created while the invoice was in data entry and thus, are not overrides.	Days Since Last Transaction for Posted Invoices; Shows the number of days that have past since the last transaction for the invoices that have been posted.
Charge Non-Adjustments – Detailed (with Patient); Details of the charges that were created while the invoice was in data entry and thus, are not overrides and patient name.	Days Since DOS for Data Entry Invoices; Shows the number of days that have passed since the date of service for invoices that are still in data entry status
Charge Non-Adjustments – Summary; Summary of the charges that were created while the invoice was in data entry and thus, are not overrides.	Number of Invoices by Agency and Status; Number of invoices that exist by agency and for each of the Data Entry, Posted, Closed and Voided Status.
All Transactions – Detailed; Details of all the transaction changes. Essentially giving the net transactions for the date range	Number of Invoices by Month of Service; The number of invoices by agency for each month of service
All Transactions – Summary; Summary of all the transaction changes. Essentially giving the net transactions for the date range	Invoice Details by DOS; Details about the posted and closed invoices with a date of service within the specified date range.
Transaction Adjustments – Detailed; Details of the transaction changes that have a postdate before the specified date range.	Invoice Summary by DOS; Summary about the posted and closed invoices with a date of service within the specified date range.
Transaction Adjustments – Detailed (with Patient); Details of the transaction changes that have a postdate before the specified date range.	Invoice Details by DOS (with Balance); Details about the posted and closed invoices with a balance and date of service within the specified date range.

Standard Report Table - ImageTrend, in its discretion, may add Standard Reports from time to time. In addition ImageTrend will provide all reports required by the Agreement, RFP, or Proposal from time to

time. Any other Custom Report creation services and other reporting services may be purchased under a separate written Statement of Work signed by the parties at ImageTrend's standard rate of \$175/hour.

EXHIBIT E - PROFESSIONAL EMS CLAIM PROCESSING SERVICE DESCRIPTION

PATIENT CARE REPORT DOCUMENTATION VERIFICATION

Patient Care Report Documentation Verification is a process used by ImageTrend Billing Services to ensure that all data submitted for reimbursement is accurate. ImageTrend Billing Services will take the information provided by the EMS Agency and verify any information that ImageTrend Billing Services feels may not be accurate. This process allows ImageTrend Billing Services to submit accurate data to insurance companies and private individuals for reimbursement of their ambulance bill. By utilizing tools such as Insurance Verification, Insurance Discovery, Receiving Facility follow up and Skip Tracing, ImageTrend Billing Services attempts to confirm accuracy of documented information, or gather additional information available for proper claim submission. By completing these steps, we can ensure a faster turn-around in your billable revenues and also ensure the patient of less hassle in the payment of their bill. This process decreases the resubmission of claims due to errors in the data provided to insurance companies for reimbursement.

PRIMARY BILLING

Patient receives initial billing for services that were provided. In addition, patients' primary insurance company is billed. With patients who are participating in a Medicare/Medicaid Program, Medicare/Medicaid will be billed directly. If a Medicare/Medicaid patient has primary commercial insurance coverage, that company will be billed first and Medicare/Medicaid will act as a secondary carrier. States with Medicaid and Medicaid HMO applicable law requiring waivers for billing, will not receive a bill until appropriate waivers are obtained and signed by the patient.

The patient will typically be billed within two business days upon receipt of all necessary billing documentation and information. For the convenience of the patient transported by your service, the patient will receive, with their bill, a return envelope for sending payment directly to your billing service or specified collection process.

Included in ImageTrend's clearinghouse services, has the ability for ImageTrend to receive daily claim status checks. This will ensure that the ImageTrend Billing Services is kept abreast of the latest changes to all electronically submitted claims. This information is also available to our clients through the use of our Billing Bridge™ solution.

SECONDARY BILLING

The patient will receive a second invoice normally within thirty (30) days after the first bill was sent. ImageTrend Billing Services utilizes a scheduling procedure that places bills, depending on their payor type, into specific cycles, which will ensure the submission of regularly scheduled billings.

In a scenario where no insurance information is available, one Follow up call attempt will be placed to the patient within thirty (30) days of Self Pay aging. If patient does not answer and no option to leave a voice message is available, the invoice will be held for seven (7) days before another follow up call is made.

In the event that the patients' phone number and insurance information is not documented or the patients' phone number is disconnected, ImageTrend will reach out to the documented receiving facility in an attempt to obtain updated contact and/or insurance information for patient.

Once the patients' primary insurance has paid, any secondary insurances will be automatically posted for consideration of any unpaid balances. If the patients primary insurance payer does not respond to a submitted claim forty five (45) days after claim submission, our insurance specialist will contact primary insurance payer to request a status update.

TERTIARY BILLING

Normally at this point Medicare, Medicaid, and private insurance companies will have paid the maximum amounts that the patient would be eligible for.

This invoice is sent normally within sixty (60) days after the initial billing has been forwarded. In addition to the invoice and return envelope received by the patient, a note is also applied to the patients bill that reminds the patient of their responsibilities for payment of this ambulance service.

FINAL BILLING

This bill is sent normally within ninety (90) days after the initial billing. The largest percentage of claims have been paid at this point; however, in addition to the invoice and return envelope, the patient receives a stronger note than the previous month's billing that re-emphasizes the importance of paying his/her bill in a timely manner. This is considered the patients final notice before patient is referred to collections.

****Note:** At any point in time, any necessary resubmissions, due to lack of information or incorrect information, will be resubmitted upon receiving notification of changes. All delinquent billings will be reflected in the Billing Bridge™ reporting system. This will ensure an accurate reporting of delinquent versus non-delinquent accounts in the month end reporting you receive from ImageTrend Billing Services.

RETURN MAIL PROCESS

When return mail is received due to an invalid address for the patient, an attempt to call the patient will be made as well as a call to the hospital for updated address information. If the hospital does not have updated information and call attempts are unsuccessful, the invoice will be sent to your service through the collection process regardless of the aging of the invoice.

PAYMENT PROCESS

ImageTrend Billing Services assists in the enrollment of EFT with as many participating payors as possible. ImageTrend also utilizes Wells Fargo Lockbox services (additional charges may apply) to provide efficient and streamlined payment acceptance when needed. ImageTrend will ensure that the lockbox provides an image of every check or payment made to Client's lockbox. ImageTrend Billing

Services will work with our clients to ensure that a copy of every check or payment made to the Client (i.e. walk-in payment) is transmitted to ImageTrend. We want to make sure that all payments made are accounted for (using GAAP) within Billing Bridge™.

WRITE-OFF POLICY

In the scenario where a patients transport by our clients reach a time, where dictated by our clients, need to have a balance written off. There are various different reasons why this policy exists, primarily due to patient hardship requests. ImageTrend Billing Services understands our clients need to treat their patients with the utmost respect and consideration when dealing with financial hardships. ImageTrend has the ability to identify patients that meet our clients requirements for financial hardship and our Account Manager will provide our recommendations as to whether or not a particular patient meets the criteria of their financial hardship program. Ultimately our clients make the final decision, as to whether or not a patient should be granted their financial hardship request.

As will all ImageTrend Billing Services policies and procedures, our objective is to collect funds for services rendered in as efficient and cost effective manner as possible and yet, not place undue hardship on the patients that are served by your company.

COLLECTION PROCESS

In the scenario where ImageTrend Billing Services identifies an invoice that meets our clients collection requirements, ImageTrend will work with our clients to provide reasonable account information in order to assist with their collection vendors needs.

RESPONSIBILITIES OF CLIENT

1. EVERY PATIENT must have the Insurance/Medicare Authorization form, signed at the hospital by the patient or patients representative.
2. EVERY Medicare or Medicaid patient that is transported from hospital to hospital and hospital to nursing home/residence must have a Physician Certification Statement for transport completed by a doctor BEFORE the transport unless there is an acute emergency.
3. ImageTrend Billing Services does not bill for WAITING TIME for Medicare patients. Rather, the patient is billed for two separate runs.
4. On Run Forms (when applicable/available):
 1. The patients name, address, phone number and Social Security number need to be documented on the proper form
 2. Record location of patient pick-up and transport destination.
 3. Record all appropriate dispatch information. (i.e. Nature of call)
 4. Record all patient past history related to this emergency/non-emergency
 5. Record all patient complaints related to this emergency/non-emergency
 6. Complete a detailed narrative indicating the medical necessity for transport
 7. Record the patient's date of birth
 8. Record admitting/receiving doctors name (first & last)
 9. Obtain a copy of the hospital top/face sheet from the Emergency Department admit.
 10. Obtain all available insurance information, including complete hospital admit form (copies of insurance cards are very helpful)

11. Record the responsible party for all patients
12. Record all times accurately
13. Record odometer readings for loaded mileage
14. Record crew names, crew license levels and any specialty areas of expertise that are relevant to the patient care being provided
15. Have all crewmembers review the form for accuracy and completeness before leaving receiving facility. Crewmember signatures are required for all billable claims.
16. Record reasons why transport by other means was contraindicated
17. Record reasons why the level of service was required (i.e. ALS assessment)
18. Record patient condition at the time of transport including Chief Complaint and Provider Primary Impression
19. Record zip code at point of pickup
20. Obtain necessary Medicare and Medicaid waivers where appropriate, signed by patient or other appropriate person. *PCS and/or ABN

Notwithstanding anything to the Contrary contained in this Exhibit E, to the extent the County's RFP requires ImageTrend to do something quicker, something in addition to, or something in conflict with this Exhibit E, the County's requirements, turn-around times, notices, billing practices, waiver practices, etc. as set out in the RFP and exhibits thereto (with specific reference to Exhibits 1, 2, 3 and 4) shall control.

EXHIBIT F - SERVICE LEVEL AGREEMENT ATTACHMENT

ImageTrend is committed to offering exceptional levels of service to our customers. This Service Level Agreement (“SLA”) guarantees your website or application’s availability, reliability and performance. This SLA applies to any site or application hosted on our network.

1. Customer Support

ImageTrend is committed in providing an exceptional level of customer support. ImageTrend’s servers are monitored 24 hours per day, 7 days per week, 365 days per year and our support staff is available via phone (888.469.7789) and email (www.imagetrend.com/support) as posted on the company’s website. ImageTrend works to promptly resolve all issues reported by customers, and will acknowledge the disposition and potential resolution according to the chart below:

Severity Level	Example	Acknowledgement of Error Notice	Response Goal
High/Site Down	<ul style="list-style-type: none"> - Complete shutdown or partial shutdown of one or more Software functions - Access to one or more Software functions not available - Major subset of Software application impacted that is necessary for usage of the software 	Within one (1) hour of initial notification during business hours or via support.imagetrend.com	Six (6) hours
Medium	<ul style="list-style-type: none"> - Minor subsystem failure -Data entry or access impaired on a limited basis. 	Within four (4) hours of initial notification	24 Business hours
Low	<ul style="list-style-type: none"> - User error (i.e. training) or forgotten passwords - Issue can or must be delegated to local Client contact as a first level of response for resolution 	Same day or next business day of initial notification	As appropriate depending on nature of issue and party responsible for resolution

2. Data Ownership

All customer data collected and maintained by ImageTrend shall at all times remain the property of the customer.

3. Data Protection

ImageTrend takes data privacy and cybersecurity very seriously. ImageTrend utilizes compliant and industry recognized best practices to ensure data security, and does not use or make available any personally identifiable information to third parties without customer consent or as required by law. ImageTrend acknowledges that its handling of information on behalf of customers may be subject to federal, state or local laws, rules, regulation and restrictions regarding the privacy of consumer information. ImageTrend agrees to comply with all of such laws, rules, regulations and restrictions at its sole cost and expense.

4. Suspension of Service

Intentionally Omitted. ImageTrend should report any Client breach to Client. Should ImageTrend wish to file a claim with Client, it shall follow the requirements of Applicable Law. See Section 65 of the County's General Terms.

5. Availability

ImageTrend is fully committed to providing quality service to all customers. To support this commitment, ImageTrend offers the following commitments related to application server Availability:

Availability Objective: ImageTrend will provide 99.5% Availability (as defined below) for the ImageTrend network services within ImageTrend's Immediate Control. For purposes, hereof, "Availability" or "Available" means the ImageTrend Services are available for access and use through the Internet.

"Immediate Control" includes ImageTrend's network services within the ImageTrend data center which extends to, includes and terminates at the Internet Service Provider ("ISP") circuit termination point on the router in ImageTrend's data center (*i.e.*, public Internet connectivity).

Specifically excluded from the definition of "Immediate Control" are the following:

- a. Equipment, data, materials, software, hardware, services and/or facilities provided by or on behalf of Client or a third-party entity (or any of their vendors or service providers) and Client's or a third party entity's network services or end-user hardware.
- b. Acts or omissions of Client, their employees, contractors, agents or representatives, third party vendors or service providers or anyone gaining access to the ImageTrend Services at the request of Client.
- c. Issues arising from bugs, defects, or other problems in the software, firmware, or hardware of third parties.
- d. Delays or failures due to circumstances beyond ImageTrend's reasonable control that could not be avoided by its exercise of due care.
- e. Any outage, network unavailability or downtime outside the ImageTrend data center.

Availability Calculation: Availability is based on a monthly calculation. The calculation will be as follows: $((a - b) / a) \times 100$, where "a" is the total number of hours in a given calendar month, excluding Scheduled Maintenance (as defined below), and "b" is the total number of hours that service is not Available in a given month.

Offline Capability: The Software may have offline capability which provides redundancy when network or server back-end capability is not available. Periods of time when the Software's primary functions continue to function offline shall be excluded from the unavailability calculation "b" above.

Scheduled Maintenance: ImageTrend conducts scheduled maintenance, as necessary, every last Wednesday of the month. ImageTrend will perform scheduled maintenance within that maintenance window between the hours of 9:00 p.m. CST to 11:00 p.m. CST. ImageTrend may change the regularly scheduled maintenance window from time to time at ImageTrend's discretion upon reasonable notice to Client.

Service Disruption: Upon customer's written notice to ImageTrend, if Availability for the month is below the guaranteed level, ImageTrend will issue a credit to customer in accordance with the schedule below:

Availability: 99.0% - 99.5% = 5% of monthly hosting fee credited
 95.0% - 98.99% = 10% of monthly hosting fee credited
 90.0% - 94.99% = 15% of monthly hosting fee credited
 89.99% or below = 2.5% for every 1% of lost Availability (in no event exceeding 50% of monthly hosting fees)

ImageTrend maintains precise and objective Availability metrics, which shall be determinative when calculating any customer requested credit. ImageTrend maintained Availability metrics shall only be requested in good faith to address material customer concerns. To receive a credit, customers must specifically request it during the month following the month for which the credit is requested. Credits shall not be issued if a customer account is past due, suspended or pending suspension.

6. General

ImageTrend reserves the right to change or modify this SLA and the related services being provided to benefit its customers, including changes to hosting environments and infrastructure, provided that any such improvements shall adhere to the regulatory guidelines and best practices referenced herein.

EXHIBIT G - BUSINESS ASSOCIATE AGREEMENT

BUSINESS ASSOCIATE, CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This BUSINESS ASSOCIATE, CONFIDENTIALITY AND NON-DISCLOSURE Agreement (the "Agreement") is entered into by and between ImageTrend, Inc., a Minnesota corporation (hereinafter the "Business Associate"); and **FLUVANNA COUNTY**, a political subdivision of the Commonwealth of Virginia, the Fluvanna County Sheriff's Office, and FCEMS (as such is defined in the Services Agreement to which this Agreement is attached) (hereinafter collectively referred to as the "County") effective as of the date of the **SERVICES AGREEMENT** (the "Contract") between the County and the Business Associate to which this Agreement is attached.

Any capitalized terms shall have the same meaning as in the Contract, unless otherwise defined in this Agreement. For valuable consideration, the parties agree as follows:

I. GENERAL PROVISIONS

- A. Purpose.** Business Associate has been retained by the County to perform certain activities, or services (collectively, "Services") as described in the Contract. This Agreement is intended to ensure that the Business Associate will establish and implement appropriate privacy and security safeguards with respect to "Protected Health Information" (as defined below) and Confidential Information (as defined below) that the Business Associate may affect, view, access, move, transmit, create, receive, or use in connection with the Services to be provided by Business Associate to the County, consistent with the standards set forth in this Agreement and the regulations and administrative guidance with respect to the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), including as amended by the Health Information Technology for Economic and Clinical Health Act as set forth in Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 ("HITECH Act"). This Agreement is intended to protect the County and its PHI and Confidential Information and the Agreement is a material term to the County's acceptance of and desire to enter into the Contract. **Any notification to the County hereunder to be made shall be directed to the County of Fluvanna, Attention Eric Dahl, 132 Main Street, Palmyra, VA 22963 with a copy to the County Attorney, Frederick W. Payne, 414 East Jefferson Street, Charlottesville, VA 22902.** Any notification to Business Associate: ImageTrend, Inc., Attn: Michael J. McBrady, 20855 Kensington Blvd, Lakeville, MN 55044. All notices, requests, demands and other communications required or permitted to be given or made under this Agreement shall be in writing, shall be effective upon receipt or attempted delivery, and shall be sent by (i) personal delivery; (ii) certified or registered United States mail, return receipt requested; or (iii) overnight delivery service with proof of delivery. Notices shall be sent to the addresses below. Neither party shall refuse delivery of any notice hereunder.

B. Effective Date. The provisions of this Agreement shall take effect on the date the Contract takes effect and shall continue in full force and effect for the Term of the Contract, including any and all renewals or extensions thereof or until the Business Associate has returned all PHI and Confidential Information as defined herein, whichever is later.

C. Definitions. Capitalized terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the HIPAA Privacy and Security Rules. Other defined terms include:

1. "Breach" shall have the meaning given such term in 45 C.F.R. §164.402.
2. "Confidential Information" shall include any and all employee information, personal information, social security numbers, data, materials, products, technology, computer programs, specifications, manuals, business plans, software, records, information, videos, electronic recordings of any kind, case information, marketing plans, financial information, statistical information, trade secrets, technical or test data, scientific data, graphic communication, "know-how", drawings, in any format whatsoever, including, but not limited to electronic documentation or files of any kind, and other information disclosed or submitted, orally, in writing, or by any other media of the County; and shall also include, but is not limited to, PHI as defined below.
3. "Designated Record Set" shall have the meaning given such term in 45 C.F.R. §164.501.
4. "Electronic Protected Health Information" shall have the same meaning as the term "electronic protected health information" in 45 C.F.R. § 160.103.
5. "Individual" shall have the same meaning given such term under 45 C.F.R. §160.103, and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. §164.502(g).
6. "Privacy Rules" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Part 160 and Part 164, subparts A and E.
7. "Protected Health Information" (or "PHI") shall have the meaning given to such term in 45 C.F.R. §160.103, limited to the information created or received by Business Associate from or on behalf of County.
8. "Required By Law" shall include any requirements or protections under applicable federal, state, local or other law, regulation or ordinance and shall include, but not be limited to, 45 C.F.R. §164.103.
9. "Secretary" shall mean the Secretary of the United States Department of Health and Human Services ("HHS") or his designee.
10. "Security Incident" shall have the same meaning given to such term in 45 C.F.R. §164.304.
11. "Security Rules" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 160 and Part 164, subpart C.
12. "Unsecured Protected Health Information" shall have the same meaning given to such term in 45 CFR §164.402.

II. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

- A. Scope of Use and Disclosure of Protected Health Information.** Business Associate agrees to not use or further disclose PHI and Confidential Information other than as permitted or required by this Agreement or as Required By Law. Business Associate understands and agrees that the PHI and Confidential Information includes sensitive and personal data maintained by the County (as used herein County shall include the agencies and contractors comprising the FCEMS as defined the Request for Proposals attached to the Contract) and that its disclosure could cause irreparable damage to the County and the FCEMS. This Agreement is being entered into so as to protect the disclosure and confidentiality of all PHI and Confidential Information and is material to the award of the Contract to the Business Associate. Business Associate shall be responsible under the Contract for the Services as described in the Contract.
- B. Safeguards Against Misuse of Information.** Business Associate agrees to use appropriate safeguards to prevent any and all use or disclosure of the PHI and Confidential Information. Business Associate agrees that its access to and use of any PHI or Confidential Information shall be limited to access and use of such information only as necessary and required under the Contract. Furthermore, Business Associate will implement administrative, physical, and technical safeguards (including written policies and procedures) that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of the County as required by the Security Rules. To the extent practicable, Business Associate will secure all Protected Health Information by technological means that render such information unusable, unreadable, or indecipherable to unauthorized individuals and in accordance with any applicable guidance issued by the Department of Health and Human Services under Section 13402 of the HITECH Act.
- C. Duty to Mitigate.** Business Associate agrees to cure or mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI or Confidential Information by Business Associate or its agents or subcontractors in violation of the requirements of this Agreement.
- D. Reporting of Violations.** Business Associate agrees to notify the County, in writing, of any use or disclosure of the PHI and Confidential Information, any Security Incident, and any Breach of County's Unsecured Protected Health Information. This notification will be made as soon as possible, but no more than within one (1) day after the discovery of the use, disclosure, Security Incident, or Breach. In the event of a Breach, if a delay is requested by law enforcement under 45 CFR §164.412, Business Associate may delay notifying the County for the applicable timeframe. This notification will include, to the extent possible, the identification of each individual whose Unsecured Protected Health Information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired used or disclosed during the Breach. Business Associate will also provide the County with any other available information that the County is required to

include in its notification to the individual under 45 CFR §164.404(c) at the time of the initial notification or promptly thereafter as the information becomes available.

- E. Use or Disclosure to Subcontractors.** Business Associate shall not use subcontractors. To the extent that Business Associate does use subcontractors, Business Associate shall ensure that any subcontractor or agent to whom it provides PHI or Confidential Information agrees to be bound under this Agreement and shall be liable to the County for the subcontractors compliance with this Agreement.
- F. Access, Amendment, and Accounting Responsibilities.** Business Associate shall not keep or retain, in any format, any PHI or Confidential Information.
- G. Electronic Data Interchange.** Solely in the event that Business Associate transmits or receives any Transactions (including, but not limited to, as that term is defined in 45 C.F.R. §160.103) on behalf of County, Business Associate shall comply with any applicable provisions of the Electronic Data Interchange Requirement (as set forth in 45 C.F.R. parts 160 and 162) and shall ensure that any subcontractors or agents that assist Business Associate in conducting Transactions on behalf of County agree in writing to comply with the Electronic Data Interchange Requirements.
- H. Availability of Books and Records.** For purposes of the Secretary determining the County's compliance with the Privacy Rules, Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of the County available (i) to the County in a mutually agreeable time and manner, or (ii) to the Secretary in the manner designated by the Secretary.
- I. HITECH Act Business Associate Agreement Requirements.** The parties intended for this Agreement to satisfy the requirements of sections 13401(a) and 13404(a) of the HITECH Act that specified security and privacy provisions requirements be incorporated into business associate agreements. This Agreement shall be interpreted in a manner consistent with this intention.

III. NON-DISCLOSURE PROVISIONS

- A.** The Business Associate agrees that the PHI and Confidential Information is to be considered confidential and not to be disclosed and the Business Associate shall hold same in confidence, shall not use the PHI or Confidential Information other than for the purposes of the Contract, and shall disclose any PHI or Confidential Information only to the authorized agents of the County. The Business Associate shall not disclose, publish or otherwise reveal any of the PHI or Confidential Information received from the County or under the Contract to any other party whatsoever except with the specific prior written authorization of the County.

- B. PHI and Confidential Information furnished in tangible or electronic form shall not be duplicated by the Business Associate except for purposes of the Contract and consistent with the terms of this Agreement. Upon the request of the County, the Business Associate shall return all PHI and Confidential Information received in written or tangible form, including copies, or reproductions or other media containing such Confidential Information, within five (5) days of such request.
- C. The Business Associate shall not, without specific prior written authorization of the County, remove any PHI or Confidential Information from the County Offices.

IV. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

- A. **Limits on Use.** Business Associate may only use or access PHI and Confidential Information as necessary and required to perform functions, activities, or Services required under the Contract. Business Associate cannot modify, alter or change, in any way, any PHI or Confidential Information of the County.
- B. **Applicability.** This Agreement applies with respect to any aspect of the Contract that involves the use or disclosure of PHI but only to the extent that the Services or transactions of Business Associate are not exempt from HIPAA pursuant to 1179 of the Social Security Act (42 U.S.C. §1320d-8).

V. TERM AND TERMINATION

- A. **Term.** The term of this Agreement shall commence as of the Effective Date set forth above in Section I.B, and shall terminate when Business Associate no longer has any access to PHI or Confidential Information of any kind and all of the PHI and Confidential Information provided by County to Business Associate, or created or received by Business Associate on behalf of County, is returned to County. Notwithstanding any other provision of this Agreement, the Business Associate shall be liable to the County for any and all damages and losses of any kind caused by any failure of Business Associate to abide by this Agreement, including, but not limited to, unauthorized access or loss of PHI or Confidential information, even if the damages caused thereby occur after or are discovered after the termination of this agreement.
- B. **Termination for Cause.** Upon County's knowledge of a material breach by Business Associate, County may in its sole discretion:
 - 1. Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement and the Service Agreement if Business Associate does not cure the breach or end the violation within the time specified by County; OR

2. Immediately terminate this Agreement and the Contract if Business Associate has breached a material term of this Agreement, in which case the Business Associate shall be in default under the Contract and the default provisions shall apply.

In addition, the County may report the violation to the Secretary.

- D. Effect of Termination.** Upon termination of the Agreement, for any reason, Business Associate shall return all PHI and Confidential received from County, or created or received by Business Associate on behalf of County and shall no longer access the County's PHI or Confidential Information for any reason. Business Associate shall retain no copies of the PHI. This section shall also apply to PHI and Confidential Information that is in the possession of subcontractors or agents of Business Associate.

VI. ACKNOWLEDGEMENT AND SIGNATURES. The parties acknowledge that they have read this agreement, understand it, and agree to be bound by its terms. Accordingly, in witness whereof, this Agreement is executed by the parties, by their duly authorized representatives as of the date set forth above.

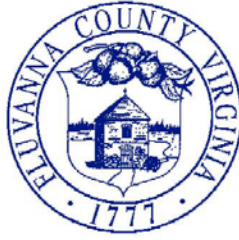
[Signature page to follow.]

IN WITNESS WHEREOF: the undersigned parties, each having authority to bind their respective organizations, hereby agree

Client: Fluvanna County	ImageTrend
Signature:	Signature:
Print Name:	Print Name:
Title:	Title:
Date:	Date:
Client: Fluvanna County Sheriff's Office	
Signature:	
Print Name:	
Title:	
Date:	

Approved as to form:

Fluvanna County Attorney



COUNTY OF FLUVANNA, VIRGINIA
Request for Proposals (RFP) #2021-01
BILLING SERVICES FOR EMERGENCY TRANSPORTATION

Issue Date: July 13, 2020

Due Date: July 27, 2020 at 2 p.m. EST

Procurement Contact:

County of Fluvanna

Cyndi Toler, Purchasing Officer

132 Main Street

P.O. Box 540

Palmyra, VA 22963

Ph: (434) 591-1930 ext. 1124

Email: ctoler@fluvannaCounty.org

All sealed proposals shall be turned in no later than July 27, 2020, at 2:00 p.m. EST.

- All Proposals that are delivered via mail or are hand delivered must be addressed to the "Procurement Contact" listed above.
- Any Proposals sent in via facsimile, telephone, or email shall not be considered.
- Any Proposals that are turned in late will be rejected and returned unopened.

Proposal documents may be picked up at the Fluvanna County Department of Finance located at 132 Main Street, 2nd floor, Palmyra, VA 22963 or by clicking on the following link:
<http://www.fluvannaCounty.org/services/finance/procurement/solicitations>.

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1) PURPOSE

- a) The County of Fluvanna, Virginia (the “County”) is seeking to obtain, through the competitive negotiation process, the services of an Ambulance Billing/Revenue Recovery and Data Collection system including training, technical and administrative support for the County’s emergency rescue agencies, including without limitation, the volunteer agencies of the County’s official safety program being The Fluvanna Rescue Squad, Inc., at present consisting of Kents Store Rescue Squad, Fork Union Rescue Squad and Palmyra Rescue Squad, and the Lake Monticello Rescue Squad, and any contractors operating under any contract with the County to provide emergency services in the County (together referred to as “FCEMS”).
- b) The services shall include at minimum routine billings from EMS transport, follow-up to residents and nonresidents (patients), and claim submissions to Medicaid, Medicare, insurance companies and other designated third parties. The billing and collection services include fees for Level 1 and Level 2 Advanced Life Support (ALS), Basic Life Support (BLS), and loaded mileage of the transport services provided by FCEMS. The County is looking for a reputable, qualified billing company with experience and knowledge of the emergency medical services field and an ability to conduct all activities on the County’s behalf with the greatest attention paid to compliance and business ethics. Offerors are advised that the County will look to and rely in part upon the professional judgement knowledge, experience, and expertise of the firm with respect to the rules, laws, regulations and policies that govern billing and reimbursement of health care services.
- c) Offerors and their personnel must have knowledge of ambulance operations data processing experience in the ambulance transport and fee collection industry; systems management integration and security experience in the ambulance transport and fee collection industry; a demonstrable record of high achievement in accounts receivable collections; staff experienced in health care collections and collection activities servicing municipal EMS agencies; thorough knowledge of state, local, and federal statutes, rules, regulations and laws (“Applicable”) pertaining to ambulance billing and collections and including but not limited to Health Insurance Portability and Accountability Act (HIPAA), the Fair Debt Collections Act, and the Americans with Disabilities Act (ADA), and thorough knowledge of Federal Medicaid and Medicare policies and procedure pertaining to ambulance transports reimbursement.

2) BACKGROUND

- a) The County of Fluvanna is a central Virginia community of 26,000 residents that is located in the Charlottesville Metropolitan Statistical Area, approximately 20 miles southeast of the City of Charlottesville, Virginia. The County is bounded by Louisa County to the north, Cumberland and Buckingham Counties and the James River to the south, Goochland County to the east, and Albemarle County to the west.
- b) Emergency medical services are currently provided by two EMS volunteer agencies (collectively the referred to herein as the “Rescue Squads”). Rescue Squad volunteers are supplemented by County funded third-party EMS contract services 24 hours a day/7 days a week/ 365 days a year, with occasional additional contract EMS staffing to cover staffing shortages with LM Rescue Squad. The emergency medical service system of FCEMS is comprised of the Rescue Squads, volunteer fire departments, , and coordination of emergency services between surrounding localities, including but not limited to, Louisa County, Albemarle County, and Goochland County. FCEMS are regulated by Applicable Law including without limitation the Virginia Office of EMS (see Virginia Administrative Code 5-31 et seq.) and Chapter 8 of the Fluvanna County Code, “Fire Protection and Public Safety”.

- c) FCEMS/Rescue Squads provide Basic Life Support (“BLS”) and Advanced Life Support (“ALS”) services to the County of Fluvanna and to surrounding jurisdictions through mutual aid agreements, and the Rescue Squads responded to approximately 2,642 calls in 2019.
- d) The County currently follows a “soft billing” approach. The program philosophy is that citizens and Fluvanna County residents will be treated with the highest level of care without respect to ability to pay.
- e) The current fees are as follows:

Description	Fee	Additional Charge
Basic Life Support (BLS)	\$474.86	\$14.43 per loaded mile
Advanced Life Support 1 (ALS-1)	\$563.90	\$14.43per loaded mile
Advance Life Support 2 (ALS-2)	\$816.18	\$14.43 per loaded mile

*125% of Medicare Allowable Charges

**** NOTE:** Fire, Rescue, and Law Enforcement personnel currently volunteering in or employed by Fluvanna County can complete an **Ambulance Fee Waiver Form** and return it to the Fluvanna County Finance Dept. and then any balances for an ambulance transport will be waived.

(The statistics below are for the fiscal year 2019 (July 1, 2018- June 30, 2019):

- Billable transports: 1,474
- Average miles per transport: 21.9 miles.
- Gross charges for ambulance transports: \$1,211,572
- Net revenue: \$637,997.66
- Average revenue per transport: \$621.59

- Call type

Basic Life Support (BLS)	54%
Advanced Life Support 1 (ALS-1)	43%
Advance Life Support 2 (ALS-2)	3%

- Percentage of gross charges by payor:

Medicare	44.5%
Medicaid	1.7%
Commercial/3 rd Party Insurance	35.5%
Self-pay	18.3%

- Percentage of net revenue by payor:

Medicare	48%
Medicaid	1%
Commercial/3 rd Party Insurance	43%
Self-pay	7%

FCEMS routinely transports its patients to two main hospitals: UVA Health System University Hospital and Sentara Martha Jefferson Hospital both located in Charlottesville, Virginia.

3) **SCOPE OF SERVICES**

- a) General Requirements: The Contractor must comply with all requirements and policies of the County including those set out in Article 1, Purpose, above, being an outline general information regarding the services requested, and the County's EMS Cost Recovery Program which is attached hereto as Exhibit 1. Exhibits 1-4 are specifically incorporated herein as a material parts of the scope of services requested by the County and set out the policies of the County relating to EMS Cost Recovery which the Contractor must strictly comply with at all times.
- b) Electronic Patient Care Report Processing
 - i) The FCEMS will provide to the Contractor electronic Patient Care Reports (ePCR) information from the current ImageTrend reporting system. The Contractor shall verify the ImageTrend system daily and ensure all treated transports that have been reviewed by the FCEMS are downloaded. Care should be given to ensure that required fields are met before import and that import requirements constantly check for older dates of service as they become available for import as review requirements are met by the FCEMS.
 - ii) The Contractor shall process ePCR information and coordinate invoicing and collections to insurance companies including but not limited to Medicare, Medicaid, managed care organizations, commercial insurance companies, and other designated third parties and payers for billing rates established by the County. The County may change its rates from time to time and will notify any Contractor of such changes.
 - iii) The Contractor shall provide routine billings for EMS transport, follow-up to residents and non-residents (patients), and claim submissions to Medicaid, Medicare, insurance companies, and other designated third parties. The billing and collection services include fees for Level 1 and Level 2 Advanced Life Support (ALS), Basic Life Support (BLS), and loaded mileage of the transport service provided by the FCEMS.
 - iv) The Contractor shall prepare and submit claims, bills, invoices, etc. based on the patient care reports or data forwarded to the Contractor by the FCEMS. Knowledge, experience, and judgement shall be applied to avoid or prevent the submission of claims, bills, or invoices to any third-party payer in error.
- c) Required Verification and Missing Information Follow-up
 - i) The Contractor shall notify the County within two (2) business days of receipt of the ePCR and included in that report if any documentation is incomplete or does not qualify for reimbursement. The Contractor shall assure that all the information needed for billing is obtained from the appropriate hospital, if not provided in the ePCR.
 - ii) The Contractor shall provide all labor, materials, and equipment for verification of ePCR patient information. The Contractor shall obtain from the policyholder or responsible party all information and signatures necessary to file a claim with Medicare, Medicaid, insurance companies and other designated third parties.
 - iii) The Contractor shall gather missing patient and insurance information by, but not limited to, searching the insurance provider's data bases for previous patient information if and as permitted; searching the Contractor's billing data base; contacting the receiving medical facility; or by direct patient, family member or responsible party contact. When contact is made with the appropriate party, the Contractor shall verify and correct all patient information. Follow up should take place within the first Thirty days of the date of transport.
 - iv) The Contractor shall attempt to obtain the necessary information with at least one follow-up notice and/or a phone call if the customer information is incomplete.
 - v) The Contractor shall work with area hospitals to obtain billing and insurance information for patients that are transported to their facility by the FCEMS.
- d) Account Billing and Processing
 - i) The Contractor shall prepare and mail all invoices and overdue notices. All insurance claims shall

- be billed through the Contractors electronic claims filing procedures.
- ii) Contractor shall insure adequate security, maintenance and environment for processing of HIPPA information.
- iii) The Contractor shall process all accounts, including the uncollectible and insufficient information categories. The Contractor shall attempt to follow-up on outstanding insurance claims with insurance (Prime) within 7-10 days of claim, secondary 15-20 days and patients within 30 days. All such communications shall be made only in strict conformance with Applicable Law, including without limitation, applicable provisions of the Fair Debt Collection Practice Act.
- e) Billing Cycle
 - i) The Contractor shall have the initial claim submitted to the appropriate parties within 30 days or less from the date of the initial import of the ePCR from the ImageTrend system.
 - ii) The Contractor shall be responsible for all pre-billing review, verification for proper documentation, insurance information, appropriate patient signatures, and data entry from the ePCR. The Contractor shall remain responsible and is required to perform all required research and incorporate all required information into the ePCR to the greatest extent possible.
 - iii) The Contractor shall maintain all documents associated with the billing process, including Explanation of Benefits (EOB) and documentation from all insurance providers. The Contractor shall post all payments within one (1) business day of receiving payment. The Contractor shall respond to all inquiries and resolve responsible party denials. The Contractor shall contact the appropriate responsible party for resolution, correction and/or re- submission of any billings.
 - iv) The Contractor shall be responsible for mailing all written notices to the responsible parties. The Contractor shall contact the responsible parties at minimum intervals of thirty (30), sixty (60), and ninety (90) calendar days after the date of service. Except that the Contractor shall immediately direct any proposed, threatened or pending claims of litigation to the County and its County Attorney immediately and shall not respond unless and until specifically directed to do so by the County.
 - v) A Cost Recovery Program information brochure will be available to all patients at the time of transport, a copy of the same is attached hereto as Exhibit 2.
 - vi) Insurance coverage information generally will be obtained either in route or at the hospital. The County directs persons to the County's website (<https://www.fluvannacounty.org/es/page/ems-cost-recovery-program>) and to Contractor for more information on EMS Billing and the Contractor must be familiar with the website, which may be modified or updated from time to time by the County, and the Exhibits hereto and the Chapter 8 of the County Code all which set out the EMS billing policy of the County.
 - vii) County Residents and Non-residents are subject to "Compassionate Billing" for EMS transport services and will be billed for charges not covered by insurance. Except that, Fire, rescue, and law enforcement personnel volunteering in or employed by Fluvanna County may not be billed for any charges not covered by insurance incurred in the performance of their duties.
 - viii) The County may reduce or eliminate the patient's financial responsibility for EMS transport services on a case-by-case basis where the patient qualifies under the County's financial hardship guidelines. Determination of financial hardship is based upon a percentage of established Federal Poverty Guidelines in relation to household income and household assets. (NOTE: Insured patients who choose not to have their claim filed with their insurance company are not eligible for our financial hardship assistance program.) To apply for financial hardship assistance, the patient or responsible party will complete an Ambulance Fee Waiver Request, attached hereto as Exhibit 3, and submit the completed worksheet to the Finance Department for verification of financial information. The most current Federal Poverty Guidelines (<https://aspe.hhs.gov/poverty-guidelines>) will be used in evaluating possible partial or full waiver of charges. Upon verification of a patient's financial hardship, the County uses a table set out in Section 1.3.7(D) of Exhibit 1 to determine the level of charges waiver warranted. If the County approves the final hardship request

it will so notify the Contractor. The determination of financial hardship is applicable to the current EMS transport only. To waive or reduce future payments, the patient must again demonstrate financial hardship. The Contractor should be prepared to process and accept waivers once a determination is made by the county.

- ix) Elderly or disabled residents and disabled veterans who apply for financial hardship assistance, and qualify for real estate tax relief pursuant to County ordinance or other applicable law, will be deemed to have demonstrated financial hardship and will not be billed for any charges not covered by insurance as set out in Exhibit 1, Section 1.3.7(F).
- x) The County also has certain waivers for certain victims of crime as set out in Exhibit 1, Section 1.3.7(G).
- xi) The County accepts payment plans and the Contractor must be willing to process and account for the same, the terms are set out in Exhibit 1 hereto.
- xii) Residency in the County if relevant may be confirmed through the County website and/or direct inquiry of County staff.
- f) Denial of Claims
 - i) The Contractor shall be responsible to appeal denied claims on the County's behalf at the County's direction or where the claim, in the Contractor's judgement, meets applicable payment criteria under the rules applicable to the particular payer. The Contractor shall be responsible for pursuing denied claims to the final, internal grievance level with the insurer or managed care plan. In no event shall the Contractor be responsible to, nor shall the Contractor initiate any third-party collections or litigation in any civil or administrative venue on behalf of or in the name of the FCEMS or the County of Fluvanna.
- g) Uncollectible Accounts
 - i) The Contractor shall maintain accounts and actively pursue collection for a period of at least 90 days (3 months) from the first notice to the proper responsible party after research and attempts to bill Medicare, Medicaid, or an insurer, as applicable. After that time all documents and data on uncollectible accounts should be forwarded to the County with a request to write off the account. No write offs will be authorized by the Contractor, final decisions rest with the County and the County may require the Contractor to continue its attempts to collect on such account. If the Contractor deviates from this uncollectible period, the Contractor may elaborate in the RFP response.
- h) Refunds
 - i) The Contractor shall send written requests to the County for all refund checks to patients, Medicare, Medicaid, and private insurance companies in the event of an overpayment for services rendered. The Contractor shall send a separate request for each refund, which will include, but not be limited to, patient's name, address, date of transport, the FCEMS Incident Number, amount to be refunded, reason for refund, and detail of transactions on the account.
 - ii) All refund requests shall be prepared within 30 days of the day the account balance becomes a credit. The County will be responsible for processing and paying any refunds or credit balances upon proper notification that a credit balance or overpayment exists.
 - iii) If a particular refund request from an insurer or payer requires an overpayment or refund form to accompany such a refund, the Contractor shall be responsible for completion of the form and forwarding the completed form to the County for inclusion with the refund payment.
 - iv) The Contractor shall not knowingly bill parties for an amount they are not legally obligated to pay.
 - v) The County will provide the Contractor documentation once the requested refund has been processed and paid by the County.
- i) Posting to Patient Accounts
 - i) The Contractor shall be responsible for posting to each patient account payments, adjustments, refunds/credits, and re-submission of claims.
 - ii) The contractor may accept cash or check payments on behalf of the county and deposit funds into

the county EMS designated bank account within 3 business days.

- iii) The Contractor may collect credit card payment on behalf of the County. The County must be made aware at the time of contract negotiations if the Contractor will charge or pass on any additional fees to the County or to the patients transported by the FCEMS for payments made through credit cards. Once credit card funds are remitted to the County by check, the County does not accept any liability for any payments that are returned and/or declined by the credit card company. The Contractor shall assume all responsibility for all declined funds along with any associated fees related to that collection
- iv) Once payments are posted to the respective patient accounts, the Contractor shall provide the County with a daily deposit report of the posted payments for that specific day. The County will ensure accuracy of payment posting at least monthly as reconciled to the County bank account. Reconciliations should be done with payments and the bank statements to ensure that they are posted before the end of the month.

4) CONTRACTOR'S RESPONSIBILITIES

- a) The Contractor must comply with all County policies, requirements, and Applicable Law in performing the services being the scope of work required by the County which includes the following:
 - i) The Contractor shall comply strictly with all Applicable Law and including without limitation, all applicable Federal, State, and local laws, especially those regulations pertaining protected health information and the collection of debts, as well as, all regulations pertaining with Medicare, Medicaid, and the release of information contained in the ePCR.
 - ii) The Contractor will agree to enter into a Business Associate, Non-Disclosure and Confidentiality Agreement with the County, the form of which is attached hereto as Exhibit A.
 - iii) The Contractor shall participate in an Identity Theft Prevention Policy (Red Flag) designed to detect, prevent, and mitigate identity theft in compliance with Part 681 of Title 16 of the Code of Federal Regulations of the Fair and Accurate Credit Transactions (FACTA).
 - iv) The Contractor shall conduct all billing and collection efforts in compliance with all Applicable Law governing health related collections. The Contractor shall be responsible for maintaining compliance with all applicable Federal and State requirements as the related to the process of billing, reimbursement, and collection. The Contractor must, at the commencement of the contract, have a compliance program in place that satisfies the standards and the practices set forth in the "Compliance Program Guidance for Third Party Medical Billing Companies," published by the OIG, United States Department of Health and Human Services (HHS) in the Federal Register, December 18, 1998 (63 FR 70138), and the Contractor shall furnish satisfactory proof of such compliance program to the County upon request.
 - v) All notices, invoices, and letters must comply with the provisions of the Fair Debt Collection Act and any other Applicable Law. Any collection efforts undertaken on behalf of the County require a business-like demeanor in dealing with assigned accounts. The County will not tolerate debtor harassment, improper or unreasonable conduct by the Contractor in the billing or collection process. The County will not tolerate harassment of a customer in any form or manner. If the County determines that a customer is being unduly harassed, the County reserves the right to terminate the contract immediately.
 - vi) The Contractor must comply strictly with all Applicable Law pertaining to Medicare, Medicaid, and the release of the information contained in reports. All information-processing practices shall meet applicable standards for the Health Insurance Portability and Accountability Act (HIPAA). The Contractor shall be able to provide documentation of HIPAA compliance throughout the entire contract term, at minimum, one time annually at contract renewal term, or by the request of the County at any time during the contract period. Failure to maintain HIPAA compliance will be justification for immediate termination of the contract at no cost to the County.
- b) Training
 - i) The Contractor shall assist County administration personnel, or its Contractors, in developing

training for personnel and County volunteers, on ePCR documentation, billing, HIPAA, and related issues. This training will be used in orienting new and existing volunteers and County employees. This type of training shall be provided at a minimum of every year.

- ii) The Contractor shall provide other expertise as needed by the County.
- c) Customer Service
 - i) The Contractor shall respond to and resolve, in a timely manner, all inquiries and complaints that address any aspect of the routine billing services, including but not limited to, account information, fees, insurance, payment plan, collection methods, and customer dissatisfaction with services or performance as brought to the Contractor's attention by the County. Any inquiries or complaints which cannot be resolved by Contractor within a reasonable period of time or which escalate to potential litigation or similar claim by a customer must be reported to the County including a detailed summary and record of interactions and communications with the customer.
 - ii) The Contractor shall establish procedures for receiving payments and correspondence that is agreeable to the County.
 - iii) The Contractor shall maintain regular contact with the County to ensure that the County is satisfied with the services the Contractor delivers.
 - iv) The Contractor shall provide a toll-free telephone number for customers and insurance companies. The Contractor shall answer telephone calls from County customers during normal, reasonable, business hours each day, Monday through Friday, excluding holidays. The Contractor shall make a translation service available to assist patient with other language needs.
 - v) The Contractor shall provide a 24-hour voice mail system. A good faith effort must be made to contact customers within 24 business hours after the initial contact from the customer. Due to unforeseen circumstances or during inclement weather, the County must be notified when the voicemail is in effect, weekdays, for any time-period lasting longer than 24 hours.
 - vi) The Contractor shall provide web-based access for customers to use in order to view or update account information through a secure internet connection.
- d) Billing Notices and Letters
 - i) The Contractor shall design, print, and send appropriate billing statements, notices and/or letters to customers or responsible parties for the ambulance services provided by FCEMS, the form of all billing statements, notices, and/or letters shall be subject to approval by the County in its sole discretion in advance.
 - ii) The form and content of all billing statement, notices and/or letters must be approved in advance by the County. All notices must indicate the contractual relationship between the Contractor and the County. The Contractor agrees to make changes to billing statements when requested by the County in a timely manner.
 - iii) The bills mailed by the Contractor shall include return envelopes coded to a lockbox address established by the Contractor. The Contractor shall instruct the customer, patient, or responsible party to make payment payable to Fluvanna County and to mail the payment in the return envelope provided with the bill.
- e) Policy and Procedural Changes
 - i) The County may contact or consult with the Contractor to establish, review, and/or change policies and procedures at any time and without additional cost. Such may include, but is not limited to, consultation regarding the following:
 - (1) Clinical documentation
 - (2) Special situation adjustments and authority
 - (3) Write-Offs
 - (4) Compassionate Billing
 - (5) Financial Hardship documentation processes
 - (6) Discounts
 - (7) Payment plans

- (8) Acceptance of credit card payments
- (9) Compliance activities
- (10) Medical record management
- (11) Quality Care Improvement policies
- (12) HIPAA Compliance Standards
- f) Technology Requirements
 - i) The Contractor shall provide all software and services associated with the billing and collection process, as described below:
 - (1) The Contractor shall provide a comprehensive automated billing and collection system which will be compatible to County owned computer equipment and software, including the ImageTrend reporting systems.
 - (2) The County will provide the Contractor access to detail patient account information through a secure connection and client software.
 - (3) The Contractor shall initiate the batch download of ePCR information daily, through a secure connection and the software provided, on the County ImageTrend system.
 - (4) The Contractor shall provide a secure FTP transfer site (or equivalent service) for transmission of documents with the Contractor.
 - (5) The Contractor shall provide secure remote access for County authorized personnel to access online electronic data about each account and print reports by "query inquiry" for the duration of the contract. A file with one record for each patient shall be available and will, at a minimum, provide the following information:
 - (a) FCEMS Incident Number
 - (b) Date of Service
 - (c) Patient Name
 - (d) Patient Date of Birth
 - (e) Patient Address
 - (f) Insurance Information
 - (g) Original Billing Amount
 - (h) Amount Paid
 - (i) Account Status
 - (j) Billing Date
 - (k) Last Activity Date
 - (l) Any account history or notes during which the account has an open or active status
 - (6) All information processing shall be HIPAA compliant.
- g) Reporting Requirements
 - i) The Contractor must provide the County with a series of reports to show management and financial information. The following list of reports is the required minimum. Contractors may submit alternative reports for approval.
 - ii) Daily Reports: The Contractor shall deliver to the County daily reports with a summary of all deposits completed within the previous business day.
 - iii) Weekly Reports: The Contractor shall deliver to the County weekly reports with a summary of all downloaded ePCR data retrieved from the EMS agencies. The report shall at a minimum include the FCEMS trip/incident number, date of service, patient name, and date imported. This report will need to be broken down into the respective ordering facilities.
 - iv) Monthly Reports: The Contractor shall deliver to the County, by the 10th of each month, management reports with a summary of all work completed during the previous month, a cumulative summary of accounts receivable for the year, and a cumulative summary of accounts receivable since contract start date. The reports need to be all inclusive of all EMS agencies, but also broken down into the respective ordering facilities. The reports shall include at a minimum, but not limited to, the following:

- (1) Receipts/Revenues – Reflective of the previous month to date deposits/transactions as posted to patient accounts.
 - (2) Collection Statistics – Gross billings by transport month (date of service) and the related adjustments, write-offs, and collections to date for that month.
 - (3) Billings – Billings for each incident reported to the Contractor during the previous month, to include at a minimum, the date of service, incident number, patient number, patient name, and amount billed for each incident. Additionally, this report must summarize the monthly activity to provide the number and amount billed by service provided (BLS, ALS1, ALS2, Loaded Miles), payer type, and residency status.
 - (4) Adjustments and Write-Offs – Adjustments and write-offs posted during the previous month, to include at a minimum the date of service, incident number, patient number, patient name, and adjustment amount for each incident. Additionally, this report must summarize the monthly activity to provide the number and amount adjusted by type and residency status.
 - (5) Accounts Receivable Aging Report
 - (6) Insurance and Self-Pay Report
 - (7) Other additional reports as requested by FCEMS
- h) Personnel Requirements
- i) The Contractor shall at all times provide only experienced individuals with the expertise to provide the services denoted in this RFP document. The County reserves the right to request the removal of any Contractor's employees and/or agents from the County's account that, in the estimation of the County, are not suited to handle the responsibilities of the work assigned. Billing specialists with the Contractor are expected to have Certified Professional Coder (CPC) credentials or Certified Ambulance Coder(CAC) credentials.
 - ii) The Contractor shall make the County aware of significant personnel turnover and/or transitions in a timely manner.
 - iii) The Contractor shall ensure during personnel turnover that dedication to services provided on the County account are maintained.
- i) Security and Disaster Recovery Plan
- i) The Contractor must have a documented security and disaster recovery plan in place. The plan must include specific and detailed information regarding encryption of electronic data or otherwise securing data during transmission. The Contractor must describe its disaster recovery plan for the proposed system. The methods shall be able to preserve the integrity of applications and data and shall provide immediate system and data recovery with minimum downtimes to the application according to industry standards. The system shall include:
 - (1) Software Crash Tolerance – Server and client software shall maintain its integrity in case of power failures and abrupt shutdowns.
 - (2) Restart/Recovery – The system shall be capable of restart and recovery after system failure with no loss of data or software components.
 - (3) File Protection – This feature shall provide the capability to limit the types of operations (e.g. read, write, delete) that can be performed by individual users on given data or program files.
 - (4) Integrity Checking Feature – The system shall provide the capability of identifying the existence of program and/or system discrepancies.
 - (5) Hardware Redundancy – Implementing backup drives and raid configurations for database, application, and network servers.
- j) Audit
- i) The Contractor shall provide the County a copy of their Report on a Description of a Service Organization's System and the Suitability of the Design and Operating Effectiveness of Controls as required under the AICPA, Statement on Standards for Attestation Engagements, No. 16 (SSAE No. 16) as completed by an independent auditing Contractor. The County will review the report to justify relevant internal controls over transactions as they relate to the County's internal control

over financial reporting.

k) **Payment for Services**

- i) The Contractor shall submit its invoice for the services performed during the previous month on or before the 15th day of the following month. Payments to the Contractor shall be made within 45 days after the receipt of an approved invoice.
- ii) Collectively as used herein the term “services” include all the requirements and provisions of this RFP related hereto, including without limitation Section 3 and 4 in their entirety.

5) SUBMISSION INSTRUCTIONS

a) **GENERAL INSTRUCTIONS**

- i) **RFP Response:** In order to be considered for selection, interested parties must submit a complete response to this RFP. Failure to comply with all criteria listed herein may be cause to reject an Offeror’s proposal
- ii) **RFP Questions:** Address questions concerning this RFP to:

Cyndi Toler, Purchasing Officer
 P.O. Box 540
 132 Main Street
 Palmyra, VA 22963
 Ph: (434) 591-1930
ctoler@fluvannaCounty.org

Offerors shall submit any questions in writing. Written responses, including the questions, will be posted with the RFP. Questions will not be accepted after July 16, 2020, at 10a.m. eastern standard time.

- iii) **Ownership of Proposals:** Ownership of all data, materials, and documentation originated and prepared for the County pursuant to the RFP shall belong exclusively to the County and be subject to public inspection in accordance with the Freedom of Information Act. Any proprietary or trade secrets material submitted must be identified as such, and must indicate the specific words, figures, or paragraphs specifically, and with a reason why such material is proprietary, or a trade secret as defined under applicable Virginia Law. The classification of an entire proposal document, individual pricing or total proposal prices is not acceptable and will result in rejection and return of the proposal.
- iv) **Due Date:** Sealed copies of the proposal must be received by the Purchasing Officer no later than 2:00 p.m. EST on July 27, 2020. Proposals must be addressed to:

Cyndi Toler, Purchasing Officer
 P.O. Box 540
 132 Main Street
 Palmyra, VA 22963
 RFP-2018-01

Any Proposals that are turned in late will be rejected and returned unopened. Any Proposals sent in via facsimile, telephone, or email shall not be considered.

b) **PROPOSAL PREPARATION**

- i) The County will follow the evaluation process and selection criteria described in this Request for Proposals. In order to provide each Offeror an equal opportunity for consideration, adherence to a standardized proposal format is required. The format of each proposal must contain the following elements organized into separate chapters and sections, as the Offeror may deem appropriate. The following paragraphs provide guidelines to each Offeror for information to include in the proposal:

- (1) **Cover Letter** - Provide a cover letter that confirms the Offeror's understanding of this Request for Proposal, an overview of the history and qualifications of the firm.
- (2) **Forms** - All forms required to be submitted under this RFP must be included in the Proposal as an Appendix.
 - (a) Certificate of No Collusion
 - (b) Offeror Statement
 - (c) Proof of Authority to Transact Business in Virginia
 - (d) Vendor Data Sheet
- (3) **Qualifications** - Statement of qualifications and any additional information that the Offeror considers pertinent to its qualifications for the services and which respond fully to the Scope of Work described herein. "Additional Information" is defined as:
 - (a) Licenses to conduct services required by the Code of Virginia
 - (b) Specify any additional individuals who will be assigned to the contract, the level of their experience including credentials, related experience, training, and education of the personnel;
 - (c) Sample documents and/or reports, relating to the services
- (4) **Proposed Sub-Consultants** - The Offeror shall clearly state whether it is proposing to subcontract any of the work herein. The names of all proposed sub-consultants shall be provided. By proposing such firm(s) or individuals, the Offeror assumes full liability for the sub-consultant's performance. The Offeror shall state the amount of previous work experience with the sub-consultant(s).
- (5) **Project Approach** - The purpose of this section is to provide the County with the Offeror's understanding and proposed approach to the project/provision of services. The Offeror should discuss in detail the proposed management and project approach. The staffing of the Offeror's firm and firm's approach to ensure quality control and ability to meet turn-around times set forth herein.
- (6) **Representative Projects** - This section of the Offeror's Proposal should list and describe representative clients currently serviced focusing on similar services and especially services provided to other Virginia agencies, localities, and public bodies. The Offer must include a description of every project it has worked on in the last two (2) years for Virginia (including any department or agency thereof) or a Virginia public body such must include the client name, a contact point for client, and a brief description of the type of services provided.
- (7) **Cost and Effective Cost Control**
 - (a) The County will consider cost for services in evaluating proposals.
 - (b) Effective Cost Control - Demonstrated history of effective control of project costs and collection success and ability to accomplish work in a timely manner:
 - (i) Describe the Offeror's cost control methodology especially as it relates to optional services;
 - (ii) Describe the approach for reducing the costs of optional services and approach to collection that will increase cost recovery effectiveness;
 - (iii) Describe your documentation, tracking and reporting system;
 - (iv) Describe your program for quality control;
 - (v) Overall benefits value as compared to pricing, design, and cost containment factors;
- (8) **Other Requirements** - The proposal package shall include as a minimum:
 - (a) The RFP document with any addenda acknowledgements filled out and signed as required (see attachments hereto).
 - (b) A detailed response to all requirements, general, specific, functional and technical as defined within this RFP (see Section 3 "Scope of Services" and Section 4 "Contractor's Responsibilities").

- (c) A sufficient description of the experience and knowledge base of the Offeror to show the Offeror's capabilities should be included in the proposal. At a minimum, the description of the experience and knowledge base of the Offeror included in the proposal should include, but not necessarily be limited to, the following:
 - (i) A brief description of the history and mission of the Offeror, including the Offeror's background and mission statement, the length of time the Offeror has been in business, a description of the Offeror's organizational structure and a description of the Offeror's customer make-up;
 - (ii) A statement of how long the Offeror has provided services similar to the Services requested herein;
 - (iii) A general description of the Offeror's experience and background in providing services similar to the Services requested herein;
 - (iv) Any other relevant information about the experience and knowledge base of the Offeror which is deemed to be material;
 - (v) Resume of each key employee engaged in the services, including the roles of each and an overview of their previous experience with similar projects; and
 - (vi) Background Information including at minimum: most recent year's financials (prefer audited) and a disclosure of any past and pending litigation
 - (d) Pricing Options- Include hourly and/or lump sum pricing for services and pricing of any optional services (with a clear indication that they are optional).
 - (e) Description of the typical assistance the Offeror will require of County staff.
- (9) **Client References:** Offerors shall provide a minimum of four (4) client references that are similar in size and scope to the County' Project that have utilized similar Services. All client customers in the State of Virginia must be provided, regardless of circumstances.
- (10) **Other:** The County is not responsible for failure to locate, consider and evaluate qualification factors presented outside this format.
- (11) **Oral Presentation:** Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. The County will schedule the time and location of these presentations. Oral presentations are an option of the County and may or may not be conducted.
- (12) **Incurred Expenses:** The County will not be liable for any cost incurred by Offerors in preparing and submitting proposals. Offerors may not collect proposal preparation charges from the County of Fluvanna as a result of cancellation of this RFP.
- (13) **Addenda:** Return the RFP cover sheet and all addenda acknowledgments, if any, signed and filled out as required. By submitting a proposal Offerors certify that all information provided in response to this RFP is true and accurate.
- ii) **Submittal Instructions**
- (1) **Each Offeror must submit one (1) original hard copy, Three (3) copies and one (1) electronic copy of its proposal on a USB flash drive/memory stick.**
 - (2) An authorized representative of the Offeror shall sign proposals. All information requested should be submitted. Failure to submit all information requested may result in the County, requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the County.
 - (3) All forms attached to this RFP must be fully completed, executed by the Offeror and returned as a part of Offer's Proposal.

- (4) Offers shall be prepared simply and economically, providing a straightforward, concise description of firm's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.
- (5) Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph of the corresponding section of the RFP. It is also helpful to repeat the text of the requirement as it appears in the RFP.
- (6) **Each proposal shall be in writing and received in hard copy by the deadline. Oral proposals, proposals received by telephone, fax, telegraph, or email shall be rejected.**
- (7) Cost will be considered in evaluating the Proposals.

6) EVALUATION AND AWARD CRITERIA

- a) The County will follow the evaluation and selection criteria described in this RFP. The County shall evaluate proposals intends to award the contract to the firm that makes the best proposal overall, with cost being a factor. The firm selected will be required to demonstrate its ability to provide the services required effectively with complete impartiality and without any conflict of interest. The selection of a Successful Offeror shall be based on the following criteria:
 - i) Qualifications and experience of key contract team members who are actively involved throughout the entire contract. **(25 points)**
 - ii) Relevant experience with similar projects. **(20 points)**
 - iii) Specific plan and/or methodology to be used to perform the services. **(20 points)**
 - iv) Cost/Price **(25 points)**
 - v) References from other similar projects. **(10 Points)**
- b) The Evaluation Committee will independently read and rate each proposal.
 - i) The selection process shall be as per § 2.2-4302(A)(3) of the Virginia Public Procurement Act for the procurement of non-professional services. Selection shall be made of two or more offerors deemed to be fully qualified and best suited among all the offerors on the basis of the factors involved in this RFP and the evaluation criteria, including price. Negotiations shall then be conducted with each of the offerors so selected. Price shall be considered but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the County shall select the offeror which in their opinion has made the best proposal and shall award the contract to that offeror. Should the County determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. Awards may be made to more than one Offeror in the discretion of the County
- c) The County of Fluvanna may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reason why a particular proposal was not deemed to be the most advantageous (Section 2.2-4359(D) Code of Virginia). The award document will be a contract incorporating by reference all requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.
- d) The County's General Terms, Conditions, and Instructions to Bidders and Contractors are attached hereto and incorporated herein by reference as Section 6. These provisions bind all Offerors. Further, the conditions and requirements of this RFP, including, but not limited to, County's General Terms, Conditions, and Instructions to Bidders and Contractors, are a material part of any contract awarded between the County and the successful Offeror(s).

7) GENERAL TERMS, CONDITIONS, AND INSTRUCTIONS TO BIDDERS AND CONTRACTORS

ATTACHED

GENERAL TERMS, CONDITIONS AND INSTRUCTIONS TO BIDDERS AND CONTRACTORS

These General Terms, Conditions and Instructions to Bidders and Contractor (hereinafter referred to as the “General Conditions”) shall apply to all purchases and be incorporated into and be a part of each Solicitation (as defined below) and every Contract (as defined below) awarded by Fluvanna County, a political subdivision of the Commonwealth of Virginia (hereinafter referred to as the “County”) unless otherwise specified by the County in writing. Bidders, Offerors and Contractors or their authorized representatives are expected to inform themselves fully as to these General Conditions before submitting Bids or Proposals to and/or entering into any Contract with the County: failure to do so will be at the Bidder’s/Contractor’s own risk and except as provided by law, relief cannot be secured on the plea of error.

Subject to all Federal, State and local laws, policies, resolutions, regulations, rules, limitations and legislation, including the County’s Procurement Policies and Procedures, Bids or Proposals on all Solicitations issued by County will bind Bidders or Offerors, as applicable, and Contracts will bind Contractors, to all applicable terms, conditions, instructions, rules and requirements herein set forth unless otherwise SPECIFICALLY set forth by the County in writing in the Solicitation or Contract. All provisions of these General Conditions are material to any contract between the County and a Contractor.

INTRODUCTION

1. **VIRGINIA PUBLIC PROCUREMENT ACT AND ETHICS IN PUBLIC CONTRACTING:** The Virginia Public Procurement Act of Virginia Code §§ 2.2-4300 *et seq.* (hereinafter the “VPPA”) is incorporated herein by reference. Nothing in these General Conditions is intended to conflict with the VPPA and in case of any conflict, the VPPA controls. Specifically, the provisions of Article 6 of the VPPA (Virginia Code §§ 2.2-4367 through 2.2-4377) relating to ethics in contracting, shall be applicable to all Solicitations and Contracts solicited or entered into by the County. By submitting their Bids or signing any Contract, all Bidders and Contractors certify that they have not violated any of the provisions of Article 6 of the VPPA, including, but not limited to, that their Bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements.
2. **DEFINITIONS:** The definitions of Virginia Code §§ 2.2-4301, 2.2-4302.1 and 2.2-4302.2 are specifically incorporated herein by reference and as used in these General Conditions, whether capitalized or not, any of such defined terms have the same meaning as such terms have under the VPPA: such defined terms include: “Affiliate”, “Best Value”, “Business”, “Competitive Negotiation”, “Competitive Sealed Bidding”, “Construction”, “Construction Management Contract”, “Design-Build Contract”, “Employment Services Organization”, “Goods”, “Informality”, “Job Order Contracting”, “Multiphase Professional Services Contract”, “Nonprofessional Services”, “Potential Bidder or Offeror”, “Professional Services”, “Public Body”, “Public Contract”, “Responsible Bidder or Offeror”, “Responsive Bidder”, “Reverse Auctioning” and “Services”. Additionally, as used in these General Conditions, the following terms, whether capitalized or not, have the following meanings:
 - a. Bid/Proposal: The offer of a Bidder or Offeror to provide specific Goods or Services at specified prices and/or other conditions specified in the Solicitation. The term “Bid” is used throughout these General Conditions and where appropriate includes the term “Proposal” or any modifications or amendments to any Bid or Proposal.
 - b. Bidder/Offeror/Vendor: Any individual(s), company, firm, corporation, partnership or other organization bidding or offering on any Solicitation issued by the County and/or offering to enter into Contracts with the County. The term “Bidder” is used throughout these General Conditions

and where appropriate includes the term “Offeror” and/or “Vendor”.

- c. Contract: Any contract to which the County will be a party.
- d. Contractor: Any individual(s), company, firm, corporation, partnership, or other organization to whom an award is made by the County or whom enters into any contract to which the County is a party.
- e. County: The County of Fluvanna, a political subdivision of the Commonwealth of Virginia, including where applicable all agencies and departments of the County.
- f. County Administrator: The Fluvanna County Administrator.
- g. County Attorney: The Fluvanna County Attorney.
- h. Purchasing Agent: The County Administrator is the County’s Purchasing Agent and is responsible for the purchasing activity of Fluvanna County; and has signatory authority to bind the County to all contracts and purchases made lawfully under the Fluvanna County Small Purchasing Procedures. The Purchasing Agent has signatory authority to bind the County to all other contracts and purchases only after the contracts or purchases have been approved by a vote of the Fluvanna County Board of Supervisors.
- i. General Terms, Conditions and Instructions to Bidders and Contractors (also referred to herein as the “General Conditions”): These General Terms, Conditions and Instructions to Bidders and Contractors shall be attached to and made a part of all Solicitations by the County and all Contracts to which the County is party.
- j. His: Any references to “his” shall include his, her, their, or its as appropriate.
- k. Invitation to Bid (also referred to herein as an “IFB”): A request which is made to prospective Bidders for their quotation on Goods or Services desired by the County. The issuance of an IFB will contain or incorporate by reference the General Conditions and the other specifications and contractual terms and conditions applicable to the procurement.
- l. Purchasing Officer: The Purchasing Officer employed by the County and to whom Bidders/Contractors can submit questions relating to any Bid or Contract.
- m. Request for Proposal (also referred to herein as a “RFP”): A request for an offer from prospective Offerors which shall indicate the general terms which are sought to be procured from Offerors. The RFP will specify the evaluation factors to be used and will contain or incorporate by reference the General Conditions and other applicable contractual terms and conditions, including any unique capabilities or qualifications that will be required of the Contractor.
- n. Small Purchasing Procedures: The County’s Small Purchasing Procedures, being Chapter 4 of the County’s Procurement Policies and Procedures, a method of purchasing not requiring competitive sealed bids or competitive negotiation for single or term contracts for goods and services other than professional services if the aggregate or the sum of all phases is not expected to exceed \$50,000; and also allowing for single or term contracts for professional services without requiring competitive negotiation, provided the aggregate or the sum of all phases is not expected to exceed \$50,000.

o. Solicitation: The process of notifying prospective Bidders or Offerors that the County wishes to receive Bids or Proposals on a set of requirements to provide Goods or Services. "Solicitation" includes any notification of the County requirements may consist of public advertising (newspaper, County's website, or other electronic notification), the mailing of notices of Solicitation, any Invitation for Quotes ("IFQ"), Initiations to Bid ("IFB"), or Requests for Proposal ("RFP"), the public posting of notices, issuance of an Open Market Procurement ("OMP"), or telephone calls to prospective Bidders or Offerors.

p. State: The Commonwealth of Virginia.

3. **AUTHORITY:** The Purchasing Agent shall serve as the principal public purchasing official for the County, and shall be responsible for the procurement of goods, services, insurance and construction in accordance with the County's Procurement Policies and Procedures. The Purchasing Agent has responsibility and authority for negotiating, placing and when necessary modifying every Solicitation, Contract and purchase order issued by the County under the County's Small Purchasing Procedures. The Purchasing Agent has signatory authority to bind the County to all contracts and purchases made lawfully under the County's Small Purchasing Procedures. The Purchasing Agent has responsibility and authority for negotiating, placing and when necessary modifying every other Solicitation, Contract and purchase order issued by the County except that the Purchasing Agent has signatory authority to bind the County to all other contracts and purchases ONLY after the contracts or purchases have been adopted and approved by a vote of the Fluvanna County Board of Supervisors (the "Board").

Unless specifically delegated by the Board or the Purchasing Agent, and consistent with the limited authority granted thereto, no other County officer or employee is authorized to order supplies or Services, enter into purchase negotiations or Contracts, or in any way obligate the County for any indebtedness. Any purchase or contract made which is contrary to such authority shall be of no effect and void and the County shall not be bound thereby.

For convenience, the County's Purchasing Officer shall serve as an intermediary between the Purchasing Agent and the Bidder or Contractor and any Bidder or Contractor may direct communications regarding any purchase, Solicitation or Contract to the Purchasing Officer; however as stated *supra* only the Board or County's Purchasing Agent can bind the County and only upon the conditions stated *supra*.

CONDITIONS OF BIDDING

4. **COMPETITION INTENDED:** It is the County's intent to encourage and permit open and competitive bidding in all Solicitations. It shall be the Bidder's responsibility to advise the County in writing if any language, requirement, specification, etc., or any combination thereof, stifles competition or inadvertently restricts or limits the requirements stated in a Solicitation to a single source. The County must receive such notification not later than seven (7) business days prior to the deadline set for acceptance of the Bids. In submitting a Bid, the Bidder guarantees that he or she has not been a party with other Bidders to an agreement to bid a fixed or uniform price. Violation of this implied guarantee shall render the Bid of any Bidder involved void.
5. **DISCRIMINATION PROHIBITED:** Pursuant to Virginia Code § 2.2-4310, the County does not discriminate against Bidders, Offerors or Contractors because of race, religion, color, sex, national origin, age, disability, status as a service disabled veteran, or any other basis prohibited by state law relating to discrimination in employment. Whenever solicitations are made, the County shall include businesses selected from a list made available by the Department of Small Business and Supplier Diversity. Pursuant to Virginia Code § 2.2-4343.1, the County does not discriminate against "faith-based organizations",

being a religious organization that is or applies to be a contractor to provide goods or services for programs funded by the block grant provided pursuant to the Personal Responsibility and Work Reconciliation Act of 1996, P.L. 104-193.

6. **CLARIFICATION OF TERMS:** Pursuant to Virginia Code § 2.2-4316, if any Bidder has questions or comments about the specifications or other Solicitation documents, the prospective Bidder should contact the County no later than seven (7) business days prior to the date set for the opening of Bids or receipt of Proposals. Any revisions to the Solicitation will be made only by written addendum issued by the County. Notifications regarding specifications may not be considered if received in less than seven (7) business days of the date set for opening of Bids/receipt of Proposals.
7. **MANDATORY USE OF COUNTY FORM AND TERMS AND CONDITIONS:** Unless otherwise specified in the Solicitation, all Bids must be submitted on the forms provided by the County, including but not limited to, a Cover Sheet or Pricing Schedule, if applicable, properly signed in ink in the proper spaces and submitted in a sealed envelope or package. Unauthorized modification of or additions to any portion of the Solicitation may be cause for rejection of the Bid. However, the County reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject any Bid or Proposal which has been modified. These General Conditions are mandatory provisions of all Solicitations and all Contracts of the County.
8. **LATE BIDS & MODIFICATION OF BIDS:** Any Bid or modification thereto received at the office designated in the Solicitation after the exact time specified for receipt of the Bid is considered a late Bid or modification thereof. The County is not responsible for delays in the delivery of the mail by the U.S. Postal Service, private carriers or the inter-office mail system. It is the sole responsibility of the Bidder to ensure their Bid reaches County by the designated date and hour. The following rules apply to all Bids submitted to the County:
 - a. The official time used in the receipt of Bids/Proposals is that time on the automatic time stamp machine in the Finance Department;
 - b. Late Bids or modifications thereof will be returned to the Bidder UNOPENED, if Solicitation number, due date and Bidder's return address is shown on the container;
 - c. If a Bid is submitted on time, however a modification thereto is submitted after the due date and time, then the County in its sole discretion may choose to consider the original Bid except that the County may not consider such original Bid if the Bid is withdrawn by the Bidder pursuant to Section 9 below; and
 - d. If an emergency or unanticipated event or closing interrupts or suspends the County's normal business operations so that Bids cannot be received by the exact time specified in the Solicitation, then the due date/time specified for receipt of Bids will be deemed to be extended to the same time of day specified in the Solicitation on the first work day on which normal County business operations resume.
9. **WITHDRAWAL OF BIDS:**
 - a. Pursuant to Virginia Code § 2.2-4330, a Bidder for a public construction contract, other than a contract for construction or maintenance of public highways, may withdraw his Bid from consideration if the price bid was substantially lower than the other Bids due solely to a mistake in the Bid, provided the Bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a Bid, which unintentional arithmetic error or unintentional omission can be

clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the Bid sought to be withdrawn.

If a Bid contains both clerical and judgment mistakes, a Bidder may withdraw his Bid from consideration if the price bid would have been substantially lower than the other Bids due solely to the clerical mistake, that was an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a Bid that shall be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the Bid sought to be withdrawn. The Bidder shall give notice in writing to the County of his or her claim of right to withdraw his or her Bid within two (2) business days after the conclusion of the Bid opening procedure and shall submit original work papers with such notice.

- b. A Bidder for a Contract other than for public construction may request withdrawal of his or her Bid under the following circumstances:
 - i. Bids may be withdrawn on written request from the Bidder received at the address shown in the Solicitation prior to the time of opening.
 - ii. Requests for withdrawal of Bids after opening of such Bids but prior to award shall be transmitted to the County, in writing, accompanied by full documentation supporting the request. If the request is based on a claim of error, documentation must show the basis of the error. Such documentation may take the form of supplier quotations, Bidder work sheets, etc. If Bid bonds were tendered with the Bid, the County may exercise its right of collection.
- c. No Bid may be withdrawn under this Section 9 when the result would be the awarding of the Contract on another Bid of the same Bidder or of another Bidder in which the ownership of the withdrawing Bidder is more than five percent (5%).
- d. If a Bid is withdrawn under the authority of this Section 9 the lowest remaining Bid shall be deemed to be the low Bid.
- e. No Bidder who, is permitted to withdraw a Bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the Contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn Bid was submitted.
- f. The County shall notify the Bidder in writing within five (5) business days of its decision regarding the Bidder's request to withdraw its Bid. If the County denies the withdrawal of a Bid under the provisions of this Section 9, it shall State in such notice the reasons for its decision and award the Contract to such Bidder at the Bid price, provided such Bidder is a responsible and responsive Bidder. At the same time that the notice is provided, the County shall return all work papers and copies thereof that have been submitted by the Bidder.
- g. Under these procedures, a mistake shall be proved only from the original work papers, documents and materials delivered as required herein. The work papers, documents and materials submitted by the bidder shall, at the bidder's request, be considered trade secrets or proprietary information subject to the conditions of subsection F of Virginia Code § 2.2-4342.

10. ERRORS IN BIDS: When an error is made in extending total prices, the unit Bid price will govern. Erasures in Bids must be initialed by the Bidder. Carelessness in quoting prices, or otherwise in preparation of the Bid, will not relieve the Bidder. Bidders/Offerors are cautioned to recheck their Bids for possible error. Errors discovered after public opening cannot be corrected and the Bidder will be required to perform if his or her Bid is accepted.

11. IDENTIFICATION ON BID ENVELOPE: All Bids, Proposals and requested copies thereof submitted to the County shall be in a separate envelope or package, sealed and identified with the following information clearly marked on the outside of the envelope or package:

- a. Addressed as indicated on page 1 of the solicitation;
- b. Solicitation number;
- c. Title;
- d. Bid due date and time;
- e. Bidder's name and complete mailing address (return address); and
- f. Pursuant to Virginia Code § 2.2-4311.2, the Bidder's identification number issued by the State Corporation Commission, or if the bidder is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its bids or proposal a statement describing why the bidder or offeror is not required to be so authorized.

If a Bid is not addressed with the information as shown above, the Bidder takes the risk that the envelope may be inadvertently opened and the information compromised, which may cause the Bid to be disqualified. Bids may be hand delivered to the designated location in the County's offices. No other correspondence or other Proposals/Bids should be placed in the envelope. Any Bidder or Offeror that fails to provide the information required in (f) above shall not receive an award unless a waiver is specifically granted by the County Administrator.

12. ACCEPTANCE OF BIDS: Unless otherwise specified, all formal Bids or Proposals submitted shall be valid for a minimum period of one hundred twenty (120) calendar days following the date established for opening or receipt, respectively, unless extend by mutual agreement of the parties. At the end of the one hundred twenty (120) calendar days the Bid/Proposal may be withdrawn at the written request of the Bidder. Thereafter, unless and until the Proposal is withdrawn, it remains in effect until an award is made or the Solicitation is canceled by the County. The County may cancel any Solicitation at any time by notice of such cancelation to the Bidders.

13. COMPLETENESS: To be responsive, a Bid must include all information required by the Solicitation.

14. CONDITIONAL BIDS: Conditional Bids are subject to rejection in whole or in part.

15. RESPONSE TO SOLICITATIONS: In the event a Bidder cannot submit a Bid on a Solicitation, the Bidder is requested to return the Solicitation cover sheet with an explanation as to why the Bidder is unable to Bid on these requirements, or if there be no cover sheet for the Solicitation a letter to the County explaining the same.

- 16. BIDDER INTERESTED IN MORE THAN ONE BID AND COLLUSION:** More than one bid from an individual, firm, partnership, corporation or association under the same or different name will be rejected. Reasonable grounds for believing that a bidder is interested in more than one bid for the work contemplated will cause rejection of all bids in which the bidder is interested. Any or all bids may be rejected if there is any reason for believing that collusion exists among the bidders. Participants in such collusion may not be considered in future bids for the same work. Each bidder, as a condition of submitting a bid, shall certify that he is not a party to any collusive action as herein defined. However, a party who has quoted prices on work, materials, or supplies to a Bidder is not thereby disqualified from quoting prices to other Bidders or firms submitting a Bid directly for the work, materials or supplies.
- 17. BID OPENING:** Pursuant to Virginia Code § 2.2-4301, all Bids received in response to an IFB will be opened at the date, time and place specified, and announced publicly, and made available for inspection as provided in Section 21 of these General Conditions. Proposals received in response to an RFP will be made available for inspection as provided in Section 21 of these General Conditions.
- 18. TAX EXEMPTION:** The County is exempt from the payment of any federal excise or any Virginia sales tax. The price bid must be net, exclusive of taxes. Tax exemption certificates will be furnished if requested by the Bidder.
- 19. DEBARMENT STATUS:** By submitting their Bids, Bidders certify that they are not currently debarred from submitting Bids on Contracts by the County, nor are they an agent of any person or entity that is currently debarred from submitting Bids or Proposals on Contracts by the County or any agency, public entity/locality or authority of the State.
- 20. NO CONTACT POLICY:** No Bidder shall initiate or otherwise have contact related to the Solicitation with any County representative or employee, other than the Purchasing Officer or Purchasing Agent, after the date and time established for receipt of Bids. Any contact initiated by a Bidder with any County representative, other than the Purchasing Officer or Purchasing Agent, concerning this Solicitation is prohibited and may cause the disqualification of the Bidder.
- 21. VIRGINIA FREEDOM OF INFORMATION ACT:** As provided under Virginia Code § 2.2-4342, all proceedings, records, Contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act of Virginia Code §§ 2.2-3700 *et seq.*, except:
- a. Cost estimates relating to a proposed procurement transaction prepared by or for the County shall not be open to public inspection;
 - b. Any competitive sealed bidding Bidder, upon request, shall be afforded the opportunity to inspect Bid records within a reasonable time after the opening of Bids but prior to award, except in the event that the County decides not to accept any of the Bids and to reopen the Contract. Otherwise, Bid records shall be open to public inspection only after award of the Contract;
 - c. Any competitive negotiation Offeror, upon request, shall be afforded the opportunity to inspect Proposal records within a reasonable time after the evaluation and negotiations of Proposals are completed but prior to award except in the event that the County decides not to accept any of the Proposals and to reopen the Contract. Otherwise, Proposal records shall be open to the public inspection only after award of the Contract;
 - d. Any inspection of procurement transaction records under this Section 21 shall be subject to reasonable restrictions to ensure the security and integrity of the records;

- e. Trade secrets or proprietary information submitted by a Bidder, Offeror or Contractor in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Bidder, Offeror or Contractor must invoke the protections of this Section 21 prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and State the reasons why protection is necessary; and
- f. Nothing contained in this Section 21 shall be construed to require the County, when procuring by “competitive negotiation” (RFP), to furnish a Statement of reasons why a particular Proposal was not deemed to be the most advantageous to the County.

22. CONFLICT OF INTEREST: Bidder/Contractor certifies by signing any Bid/Contract to/with the County that no conflict of interest exists between Bidder/Contractor and County that interferes with fair competition and no conflict of interest exists between Bidder/Contractor and any other person or organization that constitutes a conflict of interest with respect to the Bid/Contract with the County.

SPECIFICATIONS

23. OMISSIONS OR DISCREPANCIES: Any items or parts of any equipment listed in a Solicitation which are not fully described or are omitted from such specification, and which are clearly necessary for the completion of such equipment and its appurtenances, shall be considered a part of such equipment although not directly specified or called for in the specifications. Should a Bidder find a discrepancy or ambiguity in, or an omission from, the Solicitation, including the drawings and/or specifications, he or she shall so notify the County within twenty-four (24) hours of noting the discrepancy, ambiguity or omission and in any event no less than five (5) days prior to the date set for the opening of Bids. If necessary, the County will send a written addendum for clarification to all Bidders no later than three (3) days before the date set for opening of Bids. Any notification regarding specifications received less than five (5) days prior to the date set for the opening of Bids may or may not be considered by the County in its sole discretion. The Bidder shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the specifications and drawings. Whenever the mention is made of any articles, material or workmanship to be in accordance with laws, ordinances, building codes, underwriter’s codes, A.S.T.M. regulations or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as to the minimum requirements of these specifications.

24. BRAND NAME OR EQUAL ITEMS: Pursuant to Virginia Code § 2.2-4315, unless otherwise provided in the Solicitation, the name of a certain brand, make or manufacturer does not restrict Bidders to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality of the article desired, and any article which the County in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The Bidder is responsible to clearly and specifically indicate the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the County to determine if the product offered meets the requirements of the Solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive

sealed bidding, only the information furnished with the Bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a Bid non-responsive. Unless the Bidder clearly indicates in its Bid that the product offered is "equal" product, such Bid will be considered to offer the brand name product referenced in the Solicitation.

25. FORMAL SPECIFICATIONS: When a Solicitation contains a specification which states no substitutes, no deviation therefrom will be permitted and the Bidder will be required to furnish articles in conformity with that specification.

26. CONDITION OF ITEMS: Unless otherwise specified in the Solicitation, all items shall be new, in first class condition.

AWARD

27. RESPONSIBLE BIDDERS: In determining whether a Bidder is a responsible Bidder as defined herein, at minimum, the following criteria will be considered:

- a. The ability, capacity and skill of the Bidder to perform the Contract or provide the service required under the Solicitation;
- b. Whether the Bidder can perform the Contract or provide the service promptly, or within the time specified, without delay or interference;
- c. The character, integrity, reputation, judgment, experience and efficiency of the Bidder;
- d. The quality of performance of previous Contracts or Services;
- e. The previous and existing compliance by the Bidder with laws and ordinances relating to the Contract or Services;
- f. The sufficiency of the financial resources and ability of the Bidder to perform the Contract or provide the service;
- g. The quality, availability and adaptability of the Goods or Services to the particular use required;
- h. The ability of the Bidder to provide future maintenance and service for the use of the subject of the Contract;
- i. The number and scope of the conditions attached to the Bid;
- j. Whether the Bidder is in arrears to the County on debt or Contract or is a defaulter on surety to the County or whether the Bidder's County taxes or assessments are delinquent; and
- k. Such other information as may be secured by the County, the Purchasing Agent or the Purchasing Officer having a bearing on the decision to award the Contract. If an apparent low Bidder is not awarded a Contract for reasons of nonresponsibility, the County shall so notify that Bidder and shall have recorded the reasons in the Solicitation or Contract file.

28. AWARD OR REJECTION OF BIDS; WAIVER OF INFORMALITIES: The County shall award the Contract to the lowest responsive and responsible Bidder complying with all provisions of the IFB, provided the Bid price is reasonable and it is in the best interest of the County to accept it. Awards made in response to

a RFP will be made to the highest qualified Offeror whose Proposal is determined, in writing, to be the most advantageous to the County taking into consideration the evaluation factors set forth in the RFP. The County reserves the right to award a Contract by individual items, in the aggregate, or in combination thereof, or to reject any or all Bids and to waive any informality in Bids received whenever such rejection or waiver is in the best interest of the County. Award may be made to as many Bidders/Offerors as deemed necessary to fulfill the anticipated requirements of the County. The County also reserves the right to reject the Bid if a Bidder is deemed to be a non-responsible Bidder. Pursuant to Virginia Code § 2.2-4319, an IFB, a RFP, any other solicitation, or any and all bids or proposals, may be canceled or rejected by the County at any time. The reasons for cancellation or rejection shall be made part of the contract file. The County shall not cancel or reject an IFB, a RFP, any other solicitation, bid or proposal solely to avoid awarding a contract to a particular responsive and responsible bidder or offeror.

- 29. EXCLUSION OF INSURANCE BIDS PROHIBITED:** Pursuant to Virginia Code § 2.2-4320, notwithstanding any other provision of law or these General Conditions, no insurer licensed to transact the business of insurance in the State or approved to issue surplus lines insurance in the State shall be excluded from presenting an insurance bid proposal to the County in response to a RFP or an IFB; excepting that the County may debar a prospective insurer pursuant to its Debarment Policy, see Chapter 2 of the County's Procurement Policies and Procedures.
- 30. ANNOUNCEMENT OF AWARD:** Upon the award or announcement of the decision to award a Contract as a result of this Solicitation, the County will publicly post such notice on the County's bulletin board located at 72 Main Street, 2nd Floor, Palmyra, Virginia 22963. Award results may also be viewed on the County's website.
- 31. QUALIFICATIONS OF BIDDERS OR OFFERORS:** The County may make such reasonable investigations as deemed proper and necessary to determine the ability of the Bidder to perform the work/furnish the item(s) and the Bidder shall furnish to the County all such information and data for this purpose as may be requested. The County reserves the right to inspect Bidder's physical facilities prior to award to satisfy questions regarding the Bidder's capabilities. The County further reserves the right to reject any Bid or Proposal if the evidence submitted by or investigations of, such Bidder fails to satisfy the County that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the work/furnish the item(s) contemplated therein.
- 32. TIE BIDS AND PREFERENCE FOR VIRGINIA PRODUCTS WITH RECYCLED CONTENT AND FOR VIRGINIA FIRMS:**
 - a. Pursuant to Virginia Code § 2.2-4328, in the case of a tie bid on an IFB only, the County may give preference to Goods, Services and construction produced in Fluvanna County or provided by persons, firms or corporations having principal places of business in Fluvanna County. If such choice is not available, preference shall then be given to Goods produced in Virginia, or for goods, services or construction provided by Virginia persons, firms, corporations, pursuant Virginia Code § 2.2-4324. If no County or State choice is available, the tie shall be decided publicly by lot. The decision by the County to make award to one or more such Bidders shall be final.
 - b. Whenever the lowest responsive and responsible bidder is a resident of any other state and such state under its laws allows a resident contractor of that state a percentage preference, a like preference shall be allowed to the lowest responsive and responsible bidder who is a resident of Virginia and is the next lowest bidder. If the lowest responsive and responsible bidder is a resident of any other state and such state under its laws allows a resident contractor of that

state a price-matching preference, a like preference shall be allowed to responsive and responsible bidders who are residents of Virginia. If the lowest bidder is a resident contractor of a state with an absolute preference, the bid shall not be considered. The Department of General Services shall post and maintain an updated list on its website of all states with an absolute preference for their resident contractors and those states that allow their resident contractors a percentage preference, including the respective percentage amounts. For purposes of compliance with this Section 32, the County may rely upon the accuracy of the information posted on this website.

- c. Notwithstanding the provisions of subsections a and b, in the case of a tie bid in instances where goods are being offered, and existing price preferences have already been taken into account, preference shall be given to the bidder whose goods contain the greatest amount of recycled content.
- d. For the purposes of this Section 32, a Virginia person, firm or corporation shall be deemed to be a resident of Virginia if such person, firm or corporation has been organized pursuant to Virginia law or maintains a principal place of business within Virginia.

33. NEGOTIATION WITH LOWEST RESPONSIBLE BIDDER: Pursuant to Virginia Code § 2.2-4318, unless cancelled or rejected, a responsive Bid from the lowest responsible Bidder shall be accepted as submitted, except that if the Bid from the lowest responsible Bidder exceeds available funds, the County may negotiate with the apparent low Bidder to obtain a Contract price within available funds. However, the negotiation may be undertaken only under conditions and procedures described in writing and approved by the County prior to issuance of the IFB and summarized therein.

CONTRACT PROVISIONS

34. APPLICABLE LAW AND COURTS: Any Bid or Contract resulting from a Solicitation and its terms, including, but not limited to, the parties' obligations under it, and the remedies available to each party for breach of it, shall be governed by, construed and interpreted in accordance with the laws of the Commonwealth of Virginia, and exclusive jurisdiction and venue of any dispute or matters involving litigation between the parties hereto shall be in the courts of Fluvanna County, Virginia. Any jurisdiction's choice of law, conflict of laws, rules, or provisions, including those of the Commonwealth of Virginia, that would cause the application of any laws other than those of the Commonwealth of Virginia, shall not apply. The Contractor shall comply with applicable federal, State and local laws, ordinances, rules and regulations in performance of the Contract.

35. PROVISION AND OWNERSHIP OF INFORMATION: The County shall make a good faith effort to identify and make available to the Contractor all non-confidential technical and administrative data in the County's possession which the County may lawfully release including, but not limited to Contract specifications, drawings, correspondence, and other information specified and required by the Contractor and relating to its work under any Contract. The County reserves its rights of ownership to all material given to the Contractor by the County and to all background information documents, and computer software and documentation developed by the Contractor in performing any Contract.

36. DOCUMENTS: All documents, including but not limited to data compilations, drawings, reports and other material, whether in hard copy or electronic format, prepared, developed or furnished by the Contractor pursuant to any Contract shall be the sole property of the County. At the direction of the County, the Contractor shall have the right to make copies of the documents produced available to other

parties. The County shall be entitled to delivery of possession of all documents, upon payment in accordance with the terms of any Contract for the service incurred to produce such documents.

- 37. CONFIDENTIALITY:** Contractor shall not publish, copyright or otherwise disclose or permit to be disclosed or published, the results of any work performed pursuant to this contract, or any particulars thereof, including forms or other materials developed for the County in connection with the performance by Contractor of its services hereunder, without prior written approval of the County. Contractor, cognizant of the sensitive nature of much of the data supplied by the County, shall not disclose any information (other than information which is readily available from sources available to the general public) obtained by it in the course of providing services hereunder without the prior written approval of the County, unless disclosure of such information by it is required by law, rule or regulation or the valid order of a court or administrative agency.
- 38. INDEPENDENT CONTRACTOR:** The Contractor and any agents, or employees of the Contractor, in the performance of any Contract shall act as an independent contractor and not as officers, employees or agents of the County.
- 39. INSURANCE:** The Contractor agrees that, during the period of time it renders services to the County pursuant to any Contract, it shall carry (and provide the County with evidence of coverage) the following minimum amounts of insurance:

Automobile	\$500,000	Liability Medical Payment Comprehensive Collision
Public Liability	\$1,000,000	
Professional Liability	\$1,000,000	
Excess Liability	\$2,000,000	Aggregate Over Above Policy Limits (Excluding Professional Liability)
Worker's Compensation	Amount required by Virginia law	

The Contract may specifically require the Contractor to carry higher minimum amounts of insurance. In addition, the Contractor shall require, and shall include in every subcontract, that any subcontractor providing any goods or services related to such Contract obtain, and continue to maintain for the duration of the work, workers' compensation coverage in the amount required by Virginia law.

- 40. KEY PERSONNEL:** For the duration of any Contract, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment, or as expressly approved by the County. The Contractor shall notify the County within five (5) calendar days after the occurrence of any of these events and provide the information required by the paragraph below.

The Contractor shall provide a detailed explanation of the circumstances necessitating any proposed substitution, complete resumes for the proposed substitute, and any additional information requested by the County. The proposed substitute should have comparable qualifications to those of the person being replaced. The County will notify the Contractor within fifteen (15) calendar days after receipt of all required information of its approval or disapproval of the proposed substitution.

- 41. SEVERABILITY:** If any term, covenant or provision of these General Conditions or any Contract shall be held to be invalid, illegal or unenforceable in any respect, these General Conditions and any Contract shall remain in effect and be construed without regard to such provision.
- 42. TITLES:** The titles and section headings herein and in any Contract are inserted solely for convenience and are not to be construed as a limitation on the scope of the provisions to which they refer.
- 43. ATTORNEYS' FEES:** In the event of a dispute between the County and Contractor under any Contract which cannot be amicably resolved, in addition to all other remedies, the party substantially prevailing in any litigation shall be entitled to recover its reasonable expenses, including, but not limited to, reasonable attorneys' fees.
- 44. NO WAIVER:** Neither any payment for, nor acceptance of, the whole or any part of the services by the County, nor any extension of time, shall operate as a waiver of any provision of any Contract, nor of any power herein reserved to the County, or any right to damages herein provided, nor shall any waiver of any breach of any Contract be held to be a waiver of any other or subsequent breach. Failure of the County to require compliance with any term or condition of any Contract shall not be deemed a waiver of such term or condition or a waiver of the subsequent enforcement thereof.
- 45. NO FINANCE CHARGES:** No finance charges shall be paid by the County.
- 46. ANTITRUST:** By entering into a Contract, the Contractor conveys, sells, assigns, and transfers to the County all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust law of the United States or the State, relating to the particular Goods or Services purchased or acquired by the County under said Contract. Consistent and continued tie bidding could cause rejection of Bids by the County and/or investigation for antitrust violations.
- 47. PAYMENT:** Pursuant to Virginia Code § 2.2-4352, unless more time is provided in the Solicitation or Contract, payment will be made forty-five (45) days after receipt by the County of a proper invoice, or forty-five (45) days after receipt of all Goods or acceptance of work, whichever is later. The County reserves the right to withhold any or all payments or portions thereof for Contractor's failure to perform in accordance with the provision of the Contract or any modifications thereto. Within twenty (20) days of receipt of proper invoice or of goods or services, the County shall notify the Contractor if any defect or impropriety that would prevent payment by the payment date. The following provisions apply to such payments:
- a. Invoices for items/Services ordered, delivered/performed and accepted shall be submitted by the Contractor in duplicate directly to the payment address shown on the purchase order, Solicitation or Contract, as applicable. All invoices shall show the Contract number, purchase order number, or Solicitation number, as applicable, and as required under Virginia Code § 2.2-4354, either the individual Contractor's social security number or the Contractor's federal employer identification number, whichever is applicable.
 - b. Any payment terms requiring payment in less than forty-five (45) days will be regarded as requiring payment forty-five (45) days after receipt of proper invoice or receipt of all Goods or acceptance of work, whichever occurs later. Notwithstanding the foregoing, offers of discounts for payment in less than forty-five (45) days are valid and enforceable.

- c. Pursuant to Virginia Code § 2.2-4353, the date any payment shall be deemed the date of postmark in all cases where payment is made by mail.
- d. The County's fiscal year is July 1 to June 30. Contractors are advised to submit invoices, especially for Goods and/or Services provided in the month of June, for the entire month (i.e. June 1 - June 30), so that expenses are recognized in the appropriate fiscal year.
- e. Any payment made by the Contractor to the County shall only be made in U.S. Dollars. If payment is received in foreign currency the County may, in its sole discretion, reject such payment and require immediate compensation in U.S. Dollars.

48. SUBCONTRACTORS: Pursuant to Virginia Code § 2.2-4354, in the event that any subcontractors are used by Contractor in connection with the work, Contractor shall:

- a. Within seven (7) days after receipt of amounts paid to the Contractor for work performed by a subcontractor, either:
 - i. Pay the subcontractor for the proportionate share of the total payment received attributable to the work performed by the subcontractor under any Contract; or
 - ii. Notify the County and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.
- b. Contractor shall require each subcontractor to provide either (i) for an individual, their social security numbers, or (ii) for proprietorships, partnerships, and corporations to provide their federal employer identification numbers.
- c. The Contractor shall pay interest to any subcontractor on all amounts owed by the Contractor that remain unpaid after seven days following receipt by the Contractor of payment from the County for work performed by the subcontractor under any Contract, except for amounts withheld as allowed in subdivision (a)(II) above. Unless otherwise provided under the terms of any Contract, interest shall accrue at the rate of one percent (1%) per month.
- d. The Contractor shall include in each of its subcontracts under any Contract a provision requiring each subcontractor to include or otherwise be subject to the above payment and interest requirements (a), (b) and (c) with respect to each lower tier subcontractor.
- e. The Contractor's obligation to pay an interest charge to a subcontractor pursuant to the payment clause in this Section 48 shall not be construed to be an obligation of the County. No Contract modification may be made for the purpose of providing reimbursement for such interest charge. No cost reimbursement claim may include any amount for reimbursement for such interest charge.

49. RETAINAGE ON CONSTRUCTION CONTRACTS: Pursuant to Virginia Code 2§ 2.2-4333, if a Contract for construction provides for progress payments in installments based upon an estimated percentage of completion, then the contractor shall be paid at least ninety-five percent (95%) of the earned sum when payment is due, with no more than five percent (5%) being retained to ensure faithful performance of the contract. All amounts withheld may be included in the final payment. Any subcontract related to work on a Contract that provides for similar progress payments shall be subject to the provisions above and the Contractor agrees to include such provisions in every subcontract.

50. SUCCESSORS AND ASSIGNS: The County and the Contractor bind themselves and their respective successors and assigns to any Contract. The foregoing notwithstanding, the Contractor shall not assign, sublet or transfer its interest in any Contract without the prior written consent of the County, which may be granted or withheld in the County's sole discretion. Nothing hereinafter mentioned shall be construed as creating any personal liability on the part of any officer, agent or employee of the County, nor shall it be construed as giving any benefits hereunder to anyone other than the County and the Contractor.

51. DEFAULT: Failure of a Contractor to deliver Goods or Services in accordance with Contract terms and conditions and/or within the time specified, or within reasonable time as interpreted by the County in its sole discretion, or failure to make replacements/corrections of rejected articles/services when so requested, immediately or as directed by the County, or failure of the Contractor to act in accordance with the Contract in any material respect, as reasonably determined by the County, shall constitute a "default" by the Contractor and shall further authority for the County to purchase in the open market articles/services of comparable grade/quality to replace the services, articles rejected, and/or not delivered. On all such purchases, the Contractor shall reimburse the County, within a reasonable time specified by the County, for any expense incurred in excess of Contract prices including, but not limited to, any purchase and administrative costs. Such purchases shall be deducted from the Contract quantities, if applicable. Should public necessity demand it, the County reserves the right to use or consume articles delivered or services performed which are substandard in quality, subject to an adjustment in price to be determined by the County. In case of any default, the County, after due oral or written notice if required in accordance with the Contract, may terminate the Contract at its option in its sole discretion effective immediately. These remedies shall be in addition to any other remedies which the County may have, including but not limited to, any remedies at law, under the Contract or in equity.

Notwithstanding the foregoing, the Contractor shall not be liable for damages for delay in shipment or failure to deliver when such delay or failure is the result of fire, flood, strike, act of God, act of Government, act of an alien enemy or by any other circumstances which, in the County's opinion, are beyond the control of the Contractor. Under such circumstances, however, the County may, at its sole discretion, terminate or cancel the Contract effective immediately.

52. NON-DISCRIMINATION ASSURANCES: The Contractor shall conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended, where applicable, and § 2.2-4311 of the Virginia Procurement Act:

- a. During the performance of any Contract, the Contractor agrees as follows: the Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The Contractor, in all Solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer. Notices, advertisements and Solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this Section 52.

- b. The Contractor shall include the provisions of paragraph (a) above in every subcontract or purchase over \$10,000.00 so that the provisions will be binding upon each subcontractor or Vendor.

53. MODIFICATION:

- a. Pursuant to Virginia Code § 2.2-4309, these General Conditions and any Contract entered into by the County and any Contractor shall not be subject to change, modification, or discharge except by written instrument signed by the County and Contractor, but no fixed-price contract may be increased by more than twenty-five percent (25%) of the amount of the contract or \$50,000, whichever is greater, without the advance written approval of the County's Board. In no event may the amount of any contract, without adequate consideration, be increased for any purpose, including, but not limited to, relief of an offeror from the consequences of an error in its bid or offer.
- b. The County may, but is not obligated to, extend the term of an existing contract for services to allow completion of any work undertaken but not completed during the original term of the contract.
- c. Nothing in this Section 53 shall prevent the County from placing greater restrictions on contract modifications.

54. INDEMNIFICATION: Contractor agrees to indemnify, keep and save harmless the County, its officers, agents, officials, employees and volunteers against any and all claims, claims of injuries, death, damage to property, patent claims, suits, liabilities, judgments, losses, costs and expenses, including but not limited to costs of investigation, all reasonable attorneys' fees (whether or not litigation results), and the cost of any appeal, occurring or arising in connection with the Contractor's, its agents', subcontractors', employees', or volunteers' negligence or wrongful acts or omissions in connection with its performance of any Contract. The Contractor shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgment shall be rendered against the County in any such action, the Contractor shall, at his or her own expenses, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by any Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County as herein provided. Nothing contained in this Solicitation or the Contract shall be deemed to be a waiver of the County's sovereign immunity.

55. DRUG-FREE WORKPLACE: Pursuant to Virginia Code § 2.2-4312, in every Contract over \$10,000.00 the following provisions apply: During the performance of any Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a Statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all Solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this Section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific Contract awarded to a Contractor in accordance with this the VPPA and

the County's Procurement Procedures, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the Contract.

56. TERMINATION: Contracts will remain in force for full periods specified and/or until all articles ordered before date of termination shall have been satisfactorily delivered and accepted and thereafter until all requirements and conditions shall have been met, unless:

- a. Terminated prior to expiration date by satisfactory deliveries of entire Contract requirements;
- b. Terminated by the County upon thirty (30) days written notice to the Contractor at the County's convenience in the County's sole discretion ("termination for convenience"), unless a termination for convenience is specifically and expressly prohibited by the Contract. Any Contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of the termination;
- c. Terminated by the County for cause, default or negligence on the part of the Contractor. However, pursuant to Section 51 of these General Conditions, the County may hold the Contractor responsible for any resulting additional purchase and administrative costs. There is no advance notice requirement in the event of Termination for Cause and termination is effective immediately upon notice to Contractor of the termination for cause;
- d. Extended upon written authorization of County and accepted by Contractor, to permit ordering of unordered balances or additional quantities at Contract prices and in accordance with Contract terms.

57. APPROPRIATIONS: Notwithstanding any other provision of any Contract, the payment of the County's obligations under any Contract shall be subject to annual appropriations by the Board of Supervisors of the County in each fiscal year of monies sufficient to satisfy the same.

58. REFERENCES TO VIRGINIA LAW: Any reference in these General Conditions to the Code of Virginia or other relevant Federal, State or local law is incorporated in whole herein by reference as in effect at the time of the Solicitation or Contract as such statutory provisions may be amended or replaced by any statute dealing with the same or similar subject matter.

59. COOPERATIVE PROCUREMENT: Except as prohibited by the current Code of Virginia, all resultant Contracts will be extended to other Public Bodies of the Commonwealth of Virginia, to permit their ordering of Goods, supplies and/or Services at the prices and terms of the resulting Contract ("cooperative procurement"). By submitting any Bid or entering into any Contract with the County a Bidder/Contractor expressly authorizes cooperative procurement under Virginia Code § 2.2-4304 to the full extent permitted by law. If any other public body decides to use any Contract, the Contractor must deal directly with that public body concerning all matters relating thereto, including but not limited to, the placement or orders, issuance of the purchase order, contractual disputes, invoicing and payment. The County acts only as the "Contracting Agent" for these public bodies. Any resulting contract with other public bodies shall be governed by the laws of that specific entity. It is the Contractor's responsibility to notify the public bodies of the availability of the Contract. Fluvanna County shall not be held liable for any direct or indirect costs, damages or other claim of any kind incurred by another public body or any Contractor as a result of any cooperative procurement.

60. AUDIT: The Contractor hereby agrees to retain all books, records and other documents relative to any Contract for five (5) years after final payment, or until audited by the County, whichever is sooner. The County, its authorized agents, and/or County auditors shall have full access to and right to examine any of said materials during said period.

61. GUARANTIES AND WARRANTIES: All guarantees, representations and warranties required shall be furnished by the Contractor and shall be delivered to the Purchasing Agent before final payment on any Contract is made. In addition to any guarantees, representations and warranties required under the Contract, the Contractor agrees to:

- a. Save the County, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or un-copyrighted composition; secret process, patented or unpatented; invention; article or appliance furnished or used in the performance of a Contract for which the Contractor is not the patentee, assignee, licensee or owner;
- b. Protect the County against latent defective material or workmanship and to repair or replace any damages or marring occasioned in transit or delivery;
- c. Furnish adequate protection against damage to all work and to repair damages of any kind to the building or equipment, to the Contractor's own work or to the work of other contractors, for which the Contractor's workers are responsible;
- d. Pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules and regulations of the County; and
- e. Protect the County from loss or damage to County owned property while it is in the custody of the Contractor;
- f. At minimum supply all Goods or Services with the manufacturer's standard warranty, if applicable; and
- g. For any Contract involving Services of any nature, the Contractor further agrees to:
 - i. Enter upon the performance of Services with all due diligence and dispatch, assiduously press to its complete performance, and exercise therein the highest degree of skill and competence;
 - ii. Allow Services to be inspected or reviewed by an employee of the County at any reasonable time and place selected by the County;
 - iii. Acknowledges that the County shall be under no obligation to compensate Contractor for any Services not rendered in strict conformity with the Contract; and
 - iv. Stipulates that the presence of a County Inspector shall not lessen the obligation of the Contractor for performance in accordance with the Contract requirements, or be deemed a defense on the part of the Contractor for infraction thereof. The Inspector is not authorized to revoke, alter, enlarge, relax, or release any of the requirements of any Contract. Any omission or failure on the part of the Inspector to disapprove or reject any work or material shall not be construed to be an acceptance of any such defective work or material.

62. PRICE REDUCTIONS: If at any time after the date of the Bid/Contract the Contractor makes a general price reduction in the comparable price of any material covered by the Contract to customers generally, an equivalent price reduction based on similar quantities and/or considerations shall apply to any Contract for the duration of the Contract period (or until the price is further reduced). Such price reduction shall be effective at the same time and in the same manner as the reduction in the price to customers generally. For purpose of this provision, a "general price reduction" shall mean any horizontal reduction in the price of an article or service offered (1) to Contractor's customers generally, or (2) in the Contractor's price schedule for the class of customers, i.e., wholesalers, jobbers, retailers, etc., which was used as the basis for bidding on this Solicitation. An occasional sale at a lower price, or sale of distressed merchandise at a lower price, would not be considered a "general price reduction" under this provision. The Contractor shall submit his or her invoice at such reduced prices indicating on the invoice that the reduction is pursuant to the "Price Reduction" provision of the Contract documents. The Contractor in addition will within ten (10) days of any general price reduction notify the County of such reduction by letter. FAILURE TO DO SO IS A DEFAULT UNDER THE CONTRACT AND MAY RESULT IN TERMINATION OF THE CONTRACT IN THE COUNTY'S DISCRETION. The Contractor, if requested, shall furnish, within ten (10) days after the end of the Contract period, a statement certifying either (1) that no general price reduction, as defined above, was made after the date of the Bid or Contract, or (2) if any such general price reductions were made, that as provided above, they were reported to the County within ten (10) days and the County was billed at the reduced prices. Where one or more such general price reductions were made, the statement furnished by the Contractor shall include with respect to each price reduction (1) the date when notice of any such reduction was issued, (2) the effective date of the reduction, and (3) the date when the County was notified of any such reduction.

63. COMPLIANCE WITH IMMIGRATION LAW: Pursuant to Virginia Code § 2.2-4311.1, in every Contract the following provision applies: the Contractor does not, and shall not during the performance of the Contract, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

64. VIRGINIA STATE CORPORATION COMMISSION: Pursuant to Virginia Code § 2.2-4311.2, Any Bidder or Contractor organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia, or as otherwise required by law, at the time of the Bid, Proposal or any response to Solicitation and during the term of the Contract and any Contract renewal. The Contractor shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required, to be revoked or cancelled at any time during the term or any renewal of the Contract. If the Contractor fails to remain in compliance with the provisions of this Section 64, the Contract may become void at the option of the County.

65. CLAIMS PROCEDURE:

- a. The procedure for consideration by the County of contractual claims for any Contract shall be that set forth in Virginia Code § 15.2-1243, *et seq.*
- b. In addition, pursuant to Virginia Code § 2.2-4364, contractual claims, whether for money or other relief, shall be submitted in writing to the County Administrator no later than sixty (60) days after final payment; however, written notice of the Contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a Contract from requiring submission of an invoice

for final payment within a certain time after completion and acceptance of the work or acceptance of the Goods. Pendency of claims shall not delay payment of amount agreed due in the final payment.

- c. No written decision denying a claim or addressing issues related to the claim shall be considered a denial of the claim unless the written decision is signed by the Board or the County Administrator. The contractor may not institute legal action prior to receipt of the final written decision on the claim unless the County fails to render a decision within ninety (90) days of submission of the claim. Failure of the County to render a decision within ninety (90) days shall not result in the contractor being awarded the relief claimed or in any other relief or penalty. The sole remedy for the County's failure to render a decision within 90 days shall be the contractor's right to institute immediate legal action.
- d. A Contractor may not institute legal action, prior to receipt of the County's decision on the claim, unless the County fails to render such decision within the time specified by law. A failure by the County to render a decision within the time provided by law shall be deemed a final decision denying the claim by the County.
- e. The decision of the Board or the County Administrator shall be final and conclusive unless the Contractor appeals within six (6) months of the date of the final written decision by instituting legal action as provided in Virginia Code § 2.2-4364.
- f. No administrative appeals procedure pursuant to Virginia Code § 2.2-4365 has been adopted for contractual claims by the County.
- g. Nothing herein shall be construed to prevent the County from instituting legal action against any Contractor or Bidder.

66. NOTICES: All written notices required or permitted under any Solicitation, Bid or Contract shall be deemed sufficient if delivered in person to the County Purchasing Agent or Bidder/Contractor, as applicable, or sent by first class mail to the County or Bidder/Contractor at the addresses set forth in the Solicitation, Bid or Contract or at such other address as a party may designate from time to time by notice given in accordance with the terms of this Section 66; except that where a Solicitation, Bid or Contract expressly requires notice to a specific individual or at a specific location, such shall control. Such notices are deemed received when actually delivered to the party or its representative or agent if hand delivered, or one (1) business day after deposited into the United States mail, if mailed.

DELIVERY

67. SHIPPING INSTRUCTIONS-CONSIGNMENT: Unless otherwise specified in the Solicitation or Contract, as applicable, each case, crate, barrel, package, etc., delivered under the Contract must be plainly stenciled or securely tagged, stating the Contractor's name, purchase order number, and delivery address as indicated in the order. Where shipping containers are to be used, each container must be marked with the purchase order number, name of the Contractor, the name of the item, the item number, and the quantity contained therein. Deliveries must be made within the hours of 8:00 a.m. – 3:00 p.m. Deliveries at any other time will not be accepted unless specific arrangements have been previously made with the designated individual at the delivery point. No deliveries will be accepted on Saturdays, Sundays and holidays unless previous arrangements have been made. It shall be the responsibility of the Contractor to insure compliance with these instructions for items that are drop-shipped.

- 68. RESPONSIBILITY FOR SUPPLIES TENDERED:** The Contractor shall be responsible for the materials or supplies covered by the Contract until they are delivered at the designated point. The Contractor shall additionally bear all risk on rejected materials or supplies after notice of rejection is tendered by the County. Rejected materials or supplies must be removed by and at the expense of the Contractor promptly after notification of rejection, unless public health and safety require immediate destruction or other disposal of rejected delivery. If rejected materials are not removed by the Contractor within ten (10) days after date of notification, the County may return the rejected materials or supplies to the Contractor at the Contractor's risk and expense or dispose of them as abandoned property.
- 69. INSPECTIONS:** The County reserves the right to conduct any test/inspection it may deem advisable to assure supplies and Services conform to the specification in the Solicitation, Bid or Contract, as applicable. Inspection and acceptance of materials or supplies will be made after delivery at destinations herein specified unless otherwise stated. Unless otherwise specified in the Contract, if inspection is made after delivery at the destination specified, the County will bear the expense of inspection except for the value of samples used in case of rejection. Final inspection shall be conclusive except in regard to latent defects, fraud or such gross mistakes as to amount to fraud. Final inspection and acceptance or rejection of the materials or supplies will be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the County for such materials or supplies as are not in accordance with the specifications.
- 70. COMPLIANCE:** Delivery must be made as ordered and in accordance with the Solicitation, Bid or Contract, as applicable, or as directed by the County when not in conflict with the Bid/Contract. The decision as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of Goods by the purchaser shall rest with the Contractor. Any request for extension of time of delivery from that specified must be approved by the County, such extension applying only to the particular item or shipment affected. Unless otherwise specified in the Contract, should the Contractor be unreasonably delayed by the County, there shall be added to the time of completion a time equal to the period of such delay caused by the County. However, the Contractor shall not be entitled to claim damages or extra compensation for such delay or suspension. These conditions may vary for construction Contracts.
- 71. POINT OF DESTINATION:** All materials shipped to the County must be shipped F.O.B. DESTINATION unless otherwise stated specifically in the Solicitation, Bid or Contract, as applicable. The materials must be delivered to the "Ship To" address indicated on the purchase order or Solicitation, as applicable.
- 72. REPLACEMENT:** Materials or components that have been rejected by the County, in accordance with the terms of the Contract, shall be replaced by the Contractor at no cost to the County.
- 73. DAMAGES:** Any and all damages to property of the "County" that is the direct result of the Contractor, the employees of the Contractor and/or its subcontractors, agents, licensees, successors, or assigns, shall be the sole responsibility of the Contractor. The property shall be repaired to its last known condition prior to the damages and/or replaced at no cost to the County. The County shall approve any and all repairs/replacements prior to acceptance of the repairs/replacement.
- 74. PACKING SLIPS OR DELIVERY TICKETS:** All shipments shall be accompanied by Packing Slips or Delivery Tickets and shall contain the following information for each item delivered:
- a. Purchase Order Number;

- b. Name of Article and Stock Number;
- c. Quantity Ordered;
- d. Quantity Shipped;
- e. Quantity Back Ordered; and
- f. The Name of the Contractor.

Contractors are cautioned that failure to comply with these conditions shall be considered sufficient reason for refusal to accept the Goods.

- 75. ADDITIONAL CHARGES:** No delivery charges of any kind shall be added to any invoice; except that (i) if Goods are expressly bought F.O.B. "shipping point" under the Contract and the Contractor prepays transportation, then delivery charges shall be added to invoices; and (ii) if express delivery is authorized and substituted by the County on orders for the method specified in the Contract, then the difference between freight or mail and express charges may be added to invoice.
- 76. METHOD AND CONTAINERS:** Unless otherwise specified, Goods shall be delivered in commercial packages in standard commercial containers, so constructed as to ensure acceptance by common or other carrier for safe transportation to the point of delivery. Containers become the property of the County unless otherwise specified by bidder.

VENDOR DATA SHEET

Note: The following information is required as part of your response to this solicitation. Failure to complete and provide this sheet may result in finding your bid nonresponsive.

1. Qualification: The vendor must have the capability and capacity in all respects to satisfy fully all of the contractual requirements.

2. Vendor's Primary Contact:

Name: _____ Phone: _____

3. Years in Business: Indicate the length of time you have been in business providing this type of good or service:
_____ Years _____ Months

4. Vendor Information:

FIN or FEI Number: _____ If Company, Corporation, or Partnership

5. Indicate below a listing of at least four (4) current or recent accounts, either commercial or governmental, that your company is servicing, has serviced, or has provided similar goods. Include the length of service and the name, address, and telephone number of the point of contact.

Company:	Contact:
Phone:	Email:
Dates of Service:	\$\$ Value:

Company:	Contact:
Phone:	Email:
Dates of Service:	\$\$ Value:

Company:	Contact:
Phone:	Email:
Dates of Service:	\$\$ Value:

Company:	Contact:
Phone:	Email:
Dates of Service:	\$\$ Value:

I certify the accuracy of this information.

Signed: _____ Title: _____

Date: _____

PLEASE RETURN THIS PAGE WITH BID SUBMISSION – [REQUIRED]

PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

THIS FORM MUST BE SUBMITTED WITH YOUR PROPOSAL/BID. FAILURE TO INCLUDE THIS FORM MAY RESULT
IN REJECTION OF YOUR PROPOSAL/BID

Pursuant to Virginia Code §2.2-4311.2, an Offeror/Bidder organized or authorized to transact business in The Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its proposal/bid the identification number issued to it by the State Corporation Commission ("SCC"). Any Offeror/Bidder that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its proposal/bid a statement describing why the Offeror/Bidder is not required to be so authorized. Any Offeror/Bidder described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the County Administrator, as applicable. If this quote for goods or services is accepted by the County of Fluvanna, Virginia, the undersigned agrees that the requirements of the Code of Virginia Section 2.2-4311.2 have been met.

Please complete the following by checking the appropriate line that applies and providing the requested information. ***PLEASE NOTE: The SCC number is NOT your federal ID number or business license number.***

- A. _____ Offeror/Bidder is a Virginia business entity organized and authorized to transact business in Virginia by the SCC and such vendor's Identification Number issued to it by the SCC is _____.
- B. _____ Offeror/Bidder is an out-of-state (foreign) business entity that is authorized to transact business in Virginia by the SCC and such vendor's Identification Number issued to it by the SCC is _____.
- C. _____ Offeror/Bidder does not have an Identification Number issued to it by the SCC and such vendor is not required to be authorized to transact business in Virginia by the SCC for the following reason(s):

Please attach additional sheets if you need to explain why such Offeror/Bidder is not required to be authorized to transact business in Virginia.

Legal Name of Company (as listed on W-9) _____

Legal Name of Offeror/Bidder _____

Date _____

Authorized Signature _____

Print or Type Name and Title _____

PLEASE RETURN THIS PAGE WITH BID SUBMISSION – [REQUIRED]

CERTIFICATION OF NO COLLUSION

The undersigned, acting on behalf of _____, does hereby certify in connection with the procurement and proposal to which this Certificate of No Collusion is attached that:

This bid is not the result of, or affected by, any act of collusion with another person engaged in the same line of business or commerce; nor is this bid the result of, or affected by, any act of fraud punishable under Article 1.1 of Chapter 12 of Title 18.1 of the Code of Virginia, 1950, as amended (18.2-498.1 et seq.).

Respectfully submitted this _____ day of _____, 20____.

Complete if Bidder is an Entity:

WITNESS the following duly authorized signature and seal:

Name of Entity: _____

By: _____ (SEAL)

Signature

Print Name: _____

Print Title: _____

STATE OF _____

COUNTY/CITY OF _____, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____ (month),
 _____ (year) by _____ (Print Name),
 _____ (Print Title) on behalf of _____ (Name of Entity).

[SEAL]

Notary Public

My commission expires: _____

Notary registration number: _____

Complete if Bidder is a Sole Proprietor:

Witness the following signature and seal:

_____ (SEAL)

Signature

Print Name: _____

STATE OF _____

COUNTY/CITY OF _____, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____ (month),
 _____ (year) by _____ (Print Name), a sole proprietor.

[SEAL]

Notary Public

My commission expires: _____

Notary registration number: _____

PLEASE RETURN THIS PAGE WITH BID SUBMISSION - [REQUIRED]

OFFEROR STATEMENT

The undersigned Bidder/Offeror (hereinafter "Bidder") hereby certifies that the Bidder has carefully examined all instructions, plans, conditions, specifications and other documents or items of this Invitation for Bid or Request for Proposals and hereby submits this bid/proposal pursuant to such instructions, plans, conditions, specifications and other documents or items. By submitting a bid/proposal, the Bidder covenants and agrees that he has satisfied himself, from his own investigation of conditions to be met, that he fully understands his obligation and that he will not make any claim for, or have right to cancellation or relief from the resulting contract because of any misunderstanding or lack of information; Certifies and warrants that the Bidder is properly licensed to provide the goods/services specified in the Request for Proposal and has the appropriate License or Certificate and classification(s) required to perform the work included in the scope of the proposal documents, prior to submitting the proposal, in accordance with Title 54.1, Chapter 11 of the Code of Virginia. If an Bidder shall fail to obtain the required license prior to submission of his proposal, he shall be deemed to be in violation of § 54.1-1115 of the Code of Virginia (1950), as amended, and his proposal will not be considered; Bidder further agrees that conditions herein have been carefully read and this proposal is submitted subject to all requirements stated herein. The undersigned hereby acknowledges and agrees, if this proposal is accepted, to furnish all services agreed upon in strict accordance with the contract.

Complete if Bidder is an Entity: WITNESS the following duly authorized signature and seal:

Name of Entity: _____

By: _____ (SEAL)

Signature

Print Name: _____

Print Title: _____

STATE OF _____

COUNTY/CITY OF _____, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____ (month),
 _____ (year) by _____ (Print Name),
 _____ (Print Title) on behalf of _____ (Name of Entity).

[SEAL]

Notary Public

My commission expires: _____

Notary registration number: _____

Complete if Bidder is a Sole Proprietor: Witness the following signature and seal:

_____ (SEAL)

Signature

Print Name: _____

STATE OF _____

COUNTY/CITY OF _____, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____ (month),
 _____ (year) by _____ (Print Name), a sole proprietor.

[SEAL]

Notary Public

My commission expires: _____

Notary registration number: _____

PLEASE RETURN THIS PAGE WITH BID SUBMISSION - [REQUIRED]

01. ADMINISTRATION

1.3. EMS Cost Recovery Program

BOS approved – July 5, 2017

Updated/Formatted – Sep 25, 2018

1.3.1 Purpose. To establish a policy for implementation of emergency medical services vehicle transport (“EMS transport”) billing in Fluvanna County. Fluvanna’s EMS Cost Recovery Program follows a “Compassionate Billing” model whereby users of EMS transport services are balance billed for charges not covered by insurance and hardship waivers are available for those meeting specific criteria. Fluvanna County may reduce or eliminate the patient’s financial responsibility for EMS transport services on a case-by-case basis where the patient qualifies under published financial hardship guidelines. Determination of financial hardship is based upon a percentage of established Federal Poverty Income Guidelines in relation to household income and household assets. Insured patients who choose not to have their claim filed with their insurance company are not eligible for our financial hardship assistance program.

1.3.2. Authorization. This policy is hereby established pursuant to the Code of Virginia §32.1-111.14 that authorizes the exercise of certain powers necessary to assure the provision of adequate and continuing emergency services and to preserve, protect and promote the public health, safety, and general welfare; and pursuant to the Code of Virginia §38.2-3407.9, authorizing insurance reimbursement for services provided by an emergency medical services vehicle; and Chapter 8 (Fire Protection and Public Safety) of the Code of Fluvanna County, establishing an Emergency Medical Services (EMS) Cost Recovery Program, including without limitation Section 8-6-4.C of the Fluvanna County EMS Cost Recovery Ordinance.

1.3.3. Scope. This policy is applicable to all agencies providing emergency medical services in Fluvanna County who operate under Fluvanna County authority and a permit issued by Fluvanna County (“EMS transport agencies”, each an “EMS transport agency”).

1.3.4. Background. Fluvanna County has established fees for EMS transport services via Resolution on July 15, 2015, and effective September 1, 2015. The fees are based on the level of service provided, plus loaded mileage driven. Fluvanna County contracts with a billing company to provide billing and collection services for these fees. The billing company is responsible for obtaining insurance information that is not easily obtained in the course of the transport and for billing the appropriate parties.

1.3.5. Definitions

A. Billing - Invoice for EMS transport services sent to recipient or responsible party for payment of services provided by an EMS transport agency. Billing is based on a fee schedule adopted by the Fluvanna County Board of Supervisors. The fee schedule may change from time to time.

B. Billing Contractor - Third-party company retained by Fluvanna County to prepare billings and collect monies due for EMS transport services rendered. Also referred to as the billing company.

C. Billing Data - Information collected at the time the EMS transport services are provided, or as soon thereafter as practicable, including but not limited to: primary and secondary insurance carriers, including Medicare and Medicaid, related insurance policy and group numbers, the person responsible for cost of patient's care, and the patient's name, address, and telephone number.

D. Financial Hardship - The patient's inability to pay, in whole or in part, fees charged for EMS transport services rendered by an EMS transport agency. Page 2 of 2.

E. Hardship Waiver - The determination, made on a case-by-case basis, not to bill for and collect all or a portion of the fee due for EMS transport services provided. The financial hardship waiver is one in which all or part of the fee may be waived on the basis of financial hardship.

F. Health Insurance - Any third party entity legally and/or contractually obligated to pay all or part of the cost of medical care for a patient, including but not limited to insurance corporations, insurance reciprocals, and Medicare or Medicaid. For purposes of this policy, health insurance shall include health savings accounts and medical savings accounts established pursuant to paragraphs 859A and 860 of the Internal Revenue Code and subsequent amendments thereto.

G. Patient - Any person who receives emergency medical care provided by an EMS transport agency.

H. Service Levels:

1. BLS (Basic Life Support) Emergency – EMS transport service, including but not limited to transportation by ground ambulance vehicle, in the context of an emergency response and the provision of medically necessary supplies and services, including BLS ambulance/emergency services vehicle services as defined by the State of Virginia.

2. ALS1 (Advanced Life Support Level 1) Emergency – EMS transport service, including but not limited to transportation by ground ambulance vehicle, in the context of an emergency response and the provision of medically necessary supplies and services including the provision of an ALS assessment or at least one ALS intervention.

3. ALS2 (Advanced Life Support Level 2) Emergency - EMS transport service, including but not limited to transportation by ground ambulance vehicle, in the context of an emergency response and the provision of medically necessary supplies and services including:

- a. at least three separate administrations of one or more medications by intravenous push/bolus or by continuous infusion (excluding crystalloid fluids); or

b. the provision of at least one of the ALS2 procedures listed below:

Manual defibrillation/cardioversion;
Endotracheal intubation;
Central venous line;
Cardiac pacing;
Chest decompression;
Surgical airway; or
Intraosseous line.

4. Mileage - Assessed on actual miles travelled with patient on ambulance/emergency medical services vehicle.

I. Victim of a Crime:

1. Victim – Victim as defined in the Compensating Victims of Crime Code (Virginia Code Sections 19.2-368.1 et seq.)

2. Victim Claim – a claim for health care related services properly filed by a Victim and approved for payment /award under the Compensating Victims of a Crime Code.

3. Victim Hardship – the bill of a Victim filed as a Victim Claim and accepted by the VVF for payment directly to the County under the VVF MOA. Page 3 of 3

4. Virginia Victims Fund (“VFF”) – the fund awarding Victims Claims under the Compensating Victims of a Crime Act.

5. VVF MOA – that memorandum of agreement between the County of Fluvanna and the VVF for payment to the County of patient bills for Victims filing a Victim Claim pursuant to the Compensating Victims of Crime Code.

1.3.6. Policy

A. NO ONE WILL EVER BE DENIED emergency medical transport service due to either their lack of insurance or inability to pay.

B. A Cost Recovery Program information brochure will be available to all patients at the time of transport. Insurance coverage information generally will be obtained either in route or at the hospital. Additional information is available on the County’s website and from the County’s billing company.

C. County Residents are subject to “Compassionate Billing” for EMS transport services and will be billed for charges not covered by insurance.

D. Non-County Residents are subject to “Compassionate Billing” for EMS transport services and will be billed for charges not covered by insurance.

E. Fire, rescue, and law enforcement personnel volunteering in or employed by Fluvanna County will not be billed for any charges not covered by insurance incurred in the performance of their duties.

1.3.7. Financial Hardship Waivers

A. Fluvanna County may reduce or eliminate the patient's financial responsibility for EMS transport services on a case-by-case basis where the patient qualifies under our financial hardship guidelines. Determination of financial hardship is based upon a percentage of established Federal Poverty Guidelines in relation to household income and household assets. (NOTE: Insured patients who choose not to have their claim filed with their insurance company are not eligible for our financial hardship assistance program.)

B. To apply for financial hardship assistance, the patient or responsible party will need to complete an Ambulance Fee Waiver Request and submit the completed worksheet to the Finance Department for verification of financial information.

C. The most current Federal Poverty Guidelines (<https://aspe.hhs.gov/poverty-guidelines>) will be used in evaluating possible partial or full waiver of charges.

D. Upon verification of a patient's financial hardship, the County uses the below structure to determine the level of charges waiver warranted.

<u>When Family Income is:</u>	<u>Waiver of Charges</u>
0.0 – 0.99 x poverty level	100%
1.0 – 1.75 x poverty level	75%
1.76 – 2.25 x poverty level	50%
2.26 – 3.00 x poverty level	25%
Over 3.00 x poverty level	No discount

E. The determination of financial hardship is applicable to the current EMS transport only. To waive or reduce future payments, the patient must again demonstrate financial hardship.

F. Elderly or disabled residents and disabled veterans who apply for financial hardship assistance, and qualify for real estate tax relief pursuant to County ordinance or other applicable law, will be deemed to have demonstrated financial hardship and will not be billed for any charges not covered by insurance.

G. Victims of Crime. Transport bills for patients who are a victim of a crime and who have filed a claim under the Compensating Victims of a Crime Code will be paid directly to the County by the Virginia Victims Fund (VVF). The County has a Memorandum of Agreement (MOU) with the Virginia Victims Fund and will work with the VVF regarding payment of the patient's bill. Should the victim's claim be denied, the County will seek payment directly from the patient if authorized under applicable law. Patient may still be eligible for a financial

hardship waiver at such time and may complete the hardship waiver for financial hardship if victim hardship billing is denied.

1.3.8. Payment Plans. Payment plans may be arranged for charges due based on a review of circumstances and approval by the County Administrator or his designee. Fluvanna County generally does not extend payment plans to patients who have failed to make timely payments in the past. Fluvanna County may authorize monthly installment payments based on the following minimum payment guidelines:

<u>Account Balance</u>	<u>Minimum Monthly Payment</u>
\$250 or less	\$25.00
\$251 - \$500	\$45.00
\$501 - \$750	\$65.00
\$751 - \$1000	\$85.00
Over \$1,000	10%

1.3.9. Medical Necessity. If the insurance company deems the transport is not medically necessary the billing company will verify the information that was submitted to the insurance company and resubmit the claim for reconsideration. If the insurance carrier still deems the transport not medically necessary, the County Administrator or his designee will review the individual case for possible waiver of the fees.

1.3.10. Debt Collection Actions. Fluvanna County's billing company will not pursue payment recovery through a debt collection agency without express authorization of the County Administrator or his designee.

1.3.11. EMS Transport Agency Requirements. All EMS transport agencies shall adhere to applicable laws, ordinances, rules, regulations, policies and directives, complete necessary forms, and provide pertinent information relating to patient care to facilitate generation of appropriate bills for any EMS transport services provided by EMS transport agencies. NOTHING IN THIS POLICY OR IN THE EMS COST RECOVERY PROGRAM IN GENERAL IS INTENDED TO PLACE THE NEEDS OF COST RECOVERY ABOVE THE NEEDS OF PATIENT CARE.

1.3.12. Fee Structure. EMS Cost Recovery Program fees for BLS, ALS1, and ALS2 EMS transport services and mileage are established by resolution and adopted by the Board of Supervisors. Effective on and after September 1, 2015, fees for these EMS transport services have been set at 125% of the Medicare allowable charges at the time of service. Fees shall be monitored to ensure that they comply with applicable requirements, including but not limited to all requirements of the U.S. Department of Health and Human Services' regulations regarding allowable fees paid by Medicare and Medicaid.

1.3.13. Billing Process. A bill will be generated for EMS transport services performed by EMS transport agencies. Patients will fall into one of the following categories for billing purposes:

A. INSURED County Residents and Non-Residents

1. The appropriate insurance carrier will be billed.
2. If insurance does not pay 100%, a balance bill goes to patient transported, with notice of hardship waiver guidelines and payment options.
3. 30- and 60-day balance due notices are sent, if payment is not received.
4. County Administrator, or his designee, decides whether collection will be pursued and/or whether account may be written off as uncollectable.

B. UNINSURED County Residents and Non-Residents

1. A fee for services bill goes to patient transported, with notice of hardship waiver guidelines and payment options.
2. 30- and 60-day balance due notices are sent, if payment is not received.
3. County Administrator, or his designee, decides whether collection will be pursued and/or whether account may be written off as uncollectable.

Note: Contractual write offs. The bills that Medicaid, Medicare, and insurance companies pay on behalf of an insured individual are sometimes adjusted to pay only a portion of the billed amount. This adjustment, referred to here as a "contractual write off", is usually due to the laws governing the payment amount or through agreements between the insurance companies and billing entity. The contractual write offs are not considered unpaid balances, and will not be billed to patients.

1.3.14. HIPAA and Privacy Policy. The notice will be mailed to each patient by the billing company. All patients receiving transport (or designee) will be asked to sign a “Combined Notice to Ambulance Patients – HIPAA Acknowledgement Form /Authorization to Bill Insurance Company Consent Form.”

Fluvanna's EMS Cost Recovery Program at a Glance...

Definition	"Compassionate Billing" eliminates or minimizes out-of-pocket expenses for ambulance services for those who cannot afford to pay and for victims of crime (consistent with Virginia Code Sections 19.2-368.1 et seq. ("compensating victims of crime code"). Patients will not be billed until all insurance options are exhausted.
Insured County Residents and Non-Residents	The appropriate insurance carrier will be billed. Any balance remaining after your applied insurance payment <u>could be</u> your responsibility, including any required co-pays or deductibles. Hardship waiver guidelines and payment options are available. 30- and 60-day balance due notices are sent, if payment is not received.
Uninsured County Residents and Non-Residents	A bill for services goes to patient transported. Hardship waiver guidelines and payment options are available. 30- and 60-day balance due notices are sent, if payment is not received.
Hardship Waivers	A Patient's financial responsibility for transport fees may be reduced or eliminated on a case-by-case basis by completing a Hardship Waiver Request Application. Determination of financial hardship is based upon a percentage of Federal Poverty Income Guidelines. Determination of victim hardship is based upon patient being defined as a victim and filing a claim consistent with the Compensating Victims of Crime Code. Such claims are paid directly to the County by the Virginia Victims Fund (VVF), as per the agreement between the County and the VVF.
Payment Options	Along with possible reductions or elimination of fees, monthly installment payments are available. <i>(Based on financial need.)</i>
Other Provisions	Transport not deemed medically necessary? Resubmit insurance claim for consideration and then request review for possible waiver of fees. Outstanding balances? Will not pursue collection through a debt collection agency without express authorization. Elderly or disabled residents, or disabled veterans? Will not be billed for balances not covered by insurance. <i>(Applies to those qualified for real estate tax relief)</i>
Current Fees	The rate charged for transport services depends on the level of medical services required by the patient, the level of expertise of the responders (EMT, Paramedic, etc.), and the number of miles the patient travels in the ambulance. Fluvanna rates have been set by the Board of Supervisors at 125% of Medicare Allowable Charges. Current fee schedule is available on the County website.

For billing questions, call: (800) 814-5339

Other EMS Cost Recovery questions should be addressed to:

Privacy Officer, County of Fluvanna Emergency Services

P.O. Box 540, 132 Main Street, Palmyra, VA 22963 | Ph: (434) 591-1910

<https://www.fluvannacounty.org/ems-billing>



Fluvanna County EMS Cost Recovery

Fluvanna County's EMS Cost Recovery Program is a compassionate model that collects money for system operations from the people who receive services, with the vast majority of the revenues collected directly from Medicare, Medicaid, and private insurance companies.

Effective September 1, 2015

(Revised July 5, 2017)

What is EMS Cost Recovery?

An EMS Cost Recovery program allows counties to bill insurance companies and individuals for the cost of ambulance services (emergency medical transport). When a patient is treated and transported, the insurance companies are billed for the services performed by the agency providers. Medicare, Medicaid, and most private insurance policies allow for reimbursement for this service.

*Attending to the patient's medical needs will always be **first priority**.*



How Ambulance Billing Works

Fluvanna County has contracted with a private billing company to handle the billing process, which is similar to what happens when you receive services from a doctor or other healthcare provider.

1. First, the patient receives the service (emergency ambulance transport to a hospital).
2. Insurance information will generally be obtained either enroute or at the hospital.
3. Once the patient has been treated, a claim will be sent to your private insurance provider, to Medicare, or to Medicaid. Patients will not be billed directly until all insurance options are exhausted.

Will insurance generally pay my entire bill? Most insurance companies pay the majority of the charges for ambulance transport. However, any balance remaining after your applied insurance payment could be your responsibility, including any required co-pays or deductibles.

What are my options if I don't have health insurance and cannot pay my bill or am a victim of a crime? *Patients will always be treated and transported regardless of the ability to pay.* Patients who do not provide health insurance information will be sent a request for insurance information. This request will include a **hardship waiver form**. If you can demonstrate financial hardship or victim hardship per the County's policy, a waiver or reduction of fees is available. Payment plans for qualified patients offer modest monthly payments with no interest or penalties as long as regular payments are made. (Please visit <https://www.fluvannacounty.org/ems-billing> to view the County's hardship waiver policy.)

Will my health insurance premiums increase as a result of this billing? Not likely. Many other local governments in Virginia have implemented a cost recovery program for ambulance transport fees, and have reported no evidence that EMS billing increases health insurance premiums. Health insurance premiums have continued to rise regardless of whether or not a community decides to bill for EMS ambulance transports.

No one will ever be denied emergency service, regardless of ability to pay.

How will EMS Cost Recovery help the Volunteer Providers?

BOS2020-10-04 p.440/793

New funding made available through the cost recovery program will be used to offset the rising costs associated with supporting our rescue squads and other EMS service providers, helping them to continue providing the best possible service to the County's residents.

Will the volunteer rescue squads still need our donations? Yes. The cost of providing EMS services continues to rise and our volunteer EMS agencies will still need the public's support.

Will billing impact the donations and fund drives for volunteer EMS agencies? It is commonly heard that an agency that begins billing for services will see an initial decrease in the amount of funds collected from annual fund drives and donations to the agency. However, most agencies have found that there is no evidence to support this claim as agencies actually see minimal impact on annual fund drive and donation collections.

Does the Cost Recovery Program provide all the support needed to fund EMS? No. Money collected through Cost Recovery will help offset the tax payer dollars required to provide capital and operational EMS expenses in Fluvanna. When this program is fully operational, revenue will only provide a portion of the total funding needed for EMS services.

Key Points

- No one will ever be denied EMS treatment or transport based on their ability to pay.
- When a patient calls 9-1-1, but is not transported to the hospital, there is no charge.
- Most insurance companies, including Medicare and Medicaid, already allow for reimbursement of EMS ambulance service.



County of Fluvanna, Virginia
Form 1.3 - Ambulance Fee Waiver Request

Submit for to: Fluvanna County Finance Department, P.O. Box 540, 132 Main Street, Palmyra, VA 22963 – Ph: (434) 591-1930

Section A - PATIENT INFORMATION			
Patient's Name		Date of Birth	Social Security Number
Home Address		City	State Zip Code
Home Phone	Cell Phone		Work Phone
Date(s) of Ambulance Service?			
Household member who is Fire, Rescue, or Law Enforcement person currently volunteering in or employed by Fluvanna County? (Name: _____)		<input type="checkbox"/> Yes <input type="checkbox"/> No	<i>If YES for either item, skip Section B and go to Section C</i>
Patient is a Victim of a crime and has filed a claim under the Compensating Victims of a Crime Code and whose bill should be paid by the Virginia Victims Fund directly.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Section B - FINANCIAL INFORMATION			
Employment Information <input type="checkbox"/> Employed <input type="checkbox"/> Unemployed <input type="checkbox"/> Retired		Gross Household Income	Source(s) of Income
Health Insurance: <input type="checkbox"/> Medicare <input type="checkbox"/> Medicaid <input type="checkbox"/> Private Insurance <input type="checkbox"/> Medicare Supplement <input type="checkbox"/> None			
Number of Family Members living in household (including patient):		Adults:	Children:
Are you currently eligible for Elderly, Disabled, or Disabled Veteran Tax Relief?		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Briefly describe why you are requesting a waiver or reduction of fees. 			
Name of Person Completing Form (if not patient)		Relationship to Patient	Telephone
SECTION C – CERTIFICATION AND SIGNATURE			
I hereby request that I, as either the patient or responsible party for the above-named patient, be considered for a reduction in my payment responsibilities for ambulance transport services. I understand that I will be held liable for any false statements made herein. I also understand that the County reserves the right to require proof of income in consideration of this request and to verify any information contained in this document for the sole purpose of assessing financial need.			
Signature of Patient or Legal Representative		Date	Relationship to Patient

FLUVANNA COUNTY STAFF USE ONLY			
Date Received:	Date of Service:	Incident #:	EMS MC Invoice #:
Financial hardship verified? <input type="checkbox"/> Yes <input type="checkbox"/> No	Reviewer Comments:		
If Yes, % reduction of charges: _____			
EMS MC notified? <input type="checkbox"/> Yes <input type="checkbox"/> No	Signature		Date



EMS Cost Recovery Program FREQUENTLY ASKED QUESTIONS (FAQs)

Updated: Sep 25, 2018

What is Cost Recovery? An EMS Cost Recovery program allows counties to bill insurance companies and individuals for the cost of ambulance services (emergency medical transport). When a patient is treated and transported, the insurance companies are billed for the services performed by the agency providers. Medicare, Medicaid, and most private insurance policies allow for reimbursement for this service.

Why does Fluvanna need a cost recovery program? As the need for emergency medical service continues to grow, the County, like many local governments, is seeking ways to fund these services without relying solely on real estate and personal property taxes. EMS cost recovery permits localities to recoup system costs from those individuals who benefit directly from EMS delivery, including many non-County residents. EMS Cost Recovery is a type of user fee that raises money for system operations from the people who receive services, with the vast majority of the revenues collected directly from Medicare, Medicaid, and insurance companies.

How will the money be used? Funds collected from service fees will be used to defray costs and improve EMS services in Fluvanna, including personnel, supplies and equipment.

How does this affect me? The program will not change the way emergency service is provided. No one will ever be denied emergency service because of the EMS Cost Recovery Program. If you have private insurance, or are covered by Medicaid or Medicare, it will probably affect you very little because most policies have built-in provisions for emergency ambulance service. If the patient calls 911, but is not transported to the hospital, there is no charge.

HOW AMBULANCE BILLING WORKS

How does the billing work? Fluvanna County has contracted with a private billing company to handle this process, which is similar to what happens when you receive services from a doctor or other healthcare provider. First, the patient receives the service (emergency ambulance transportation to a hospital). Insurance information will be obtained routinely, either enroute or at the hospital. Once the patient has been treated, a claim will be sent to your private insurance provider, to Medicare, or to Medicaid. Patients, themselves, will not be billed until all insurance options are exhausted.

Will insurance generally pay my entire bill? Most insurance companies pay 80% of the charges for ambulance transport. However, any balance remaining after your applied insurance payment could be your responsibility, including any required co-pays or deductibles.

What are my options if I don't have health insurance and cannot pay my bill? *Patients will always be treated and transported regardless of the ability to pay.* Patients who do not provide health insurance information will be sent a request for information. The request will include a hardship waiver form and if you can demonstrate financial hardship per the County's policy, a waiver or substantial reduction of fees is available. Payment plans will also be offered requiring modest monthly payments with no interest or penalties. As long as regular payments are made, no additional collection efforts will be pursued.

What if I am unable to pay or I am a victim of crime? *No one will ever be denied EMS transport services due to the inability to pay.* Fluvanna's EMS cost recovery policy includes financial hardship provisions. If you demonstrate financial hardship per the County's policy, up to 100% of the fees may be waived. A hardship waiver of fees may be requested at any time during the billing process if you have a financial hardship or a victim hardship. You must complete a short **Hardship Waiver Request** and return it to Fluvanna County for consideration.

If I have a balance to be paid on my bill, will I be refused ambulance service? *Fluvanna County will **never** deny ambulance service to anyone at any time.*

If EMS comes to my house, but I don't need transport, will I receive a bill? No.

Will my health insurance premiums increase as a result of this billing? Many other local governments in Virginia have implemented a cost recovery program for ambulance transport fees, and have reported no evidence that EMS billing increases health insurance premiums. Health insurance premiums have continued to rise regardless of whether or not a community decides to bill for EMS transports. Factors such as prescription-drug coverage, litigation, medical technology improvements, and other factors have contributed to escalating health insurance premium costs. However, ambulance transports costs represent less than 1% of health care expenditures.

What type of information will I have to give when the ambulance arrives at the hospital? Attending to the patient's medical needs will always be first priority. When possible, you will be asked to provide any insurance information you have at the time of service.

What if I am unable to provide the insurance information at that time? If your insurance information is not available at the time of service, the billing company will attempt to obtain the information from the hospital. If the information cannot be obtained, you may receive a letter from the billing company asking you to provide the information. When the billing company receives the information, your insurance provider will be billed. You will not receive any further correspondence or bills until the insurance company has made a determination on your claim.

Will my insurance forms be filed for me? Yes, the County's billing company will file all insurance claims and forms on your behalf.

How is my privacy protected? All providers have been trained on patient privacy following Health Insurance Portability and Accountability Act (HIPAA) requirements and will strictly adhere to those standards.

What if I am unable to sign a HIPAA form during the transport? A signed HIPAA form is required before any of your information can be released from the hospital. The billing company will mail you a form requesting your insurance information in order for your insurance company to be billed for the transport.

Whom can I call if I have a billing or insurance problem? EMS|MC, our billing company, has customer service representatives to address billing and insurance questions (Toll Free 800-814-5339 or online at www.emsbilling.info).

RATES

What are the billing rates for EMS transport services? The rate charged for transport services depends on the level of medical services required by the patient, the level of expertise of the responders (EMT, Paramedic, etc.), and the number of miles the patient travels in the ambulance. Fluvanna rates have been set by the Board of Supervisors at 125% of Medicare Allowable Charges. Current charges are available on the County website at www.fluvannacounty.org/EMS-billing.

EFFECT ON THE VOLUNTEERS

How does this new program help the volunteers? New funding made available through the cost recovery program will be used to offset the rising costs associated with supporting our rescue squads and other EMS service providers, helping them to continue providing the best possible service to the County's citizens.

Will the volunteer rescue squads still need our donations? Yes. The cost of providing EMS services continues to rise and our volunteer EMS agencies will still need the public's support.

Will billing impact the donations and fund drives for volunteer EMS agencies? It is commonly heard that an agency that begins billing for services will see an initial decrease in the amount of funds collected from annual fund drives and donations to the agency. However, most agencies have found that there is no evidence to support this claim as agencies actually see minimal impact on annual fund drive and donation collections.

Does the Cost Recovery Program provide all the support needed to fund EMS? No. Money collected through Cost Recovery will help offset the tax payer dollars required to provide capital and operational EMS expenses in Fluvanna. When this program is fully operational, revenue will only provide a portion of the total funding needed for EMS services.

Exhibit A
BUSINESS ASSOCIATE, CONFIDENTIALITY AND NON-DISCLOSURE
AGREEMENT

This BUSINESS ASSOCIATE, CONFIDENTIALITY AND NON-DISCLOSURE Agreement (the “Agreement”) is entered into by and between _____ (hereinafter the “Business Associate”); and **FLUVANNA COUNTY**, a political subdivision of the Commonwealth of Virginia, (hereinafter by the “County”) effective as of the date of the _____ (the “Contract”) between the County and the Business Associate to which this Agreement is attached.

Any capitalized terms shall have the same meaning as in the Contract, unless otherwise defined in this Agreement. For valuable consideration, the parties agree as follows:

I. GENERAL PROVISIONS

- A. Purpose.** Business Associate has been retained by the County to perform certain activities, or services (collectively, “Services”) as described in the Contract. This Agreement is intended to ensure that the Business Associate will establish and implement appropriate privacy and security safeguards with respect to “Protected Health Information” (as defined below) and Confidential Information (as defined below) that the Business Associate may affect, view, access, move, transmit, create, receive, or use in connection with the Services to be provided by Business Associate to the County, consistent with the standards set forth in this Agreement and the regulations and administrative guidance with respect to the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), including as amended by the Health Information Technology for Economic and Clinical Health Act as set forth in Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (“HITECH Act”). This Agreement is intended to protect the County and its PHI and Confidential Information and the Agreement is a material term to the County’s acceptance of and desire to enter into the Contract. **Any notification to the County hereunder to be made shall be directed to the County of Fluvanna, Attention Eric Dahl, 132 Main Street, Palmyra, VA 22963 with a copy to the County Attorney, Frederick W. Payne, 414 East Jefferson Street, Charlottesville, VA 22902.**
- B. Effective Date.** The provisions of this Agreement shall take effect on the date the Contract takes effect and shall continue in full force and effect for the Term of the Contract, including any and all renewals or extensions thereof or until the Business Associate has returned all PHI and Confidential Information as defined herein, whichever is later.
- C. Definitions.** Capitalized terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the HIPAA Privacy and Security Rules. Other defined terms include:

1. “Breach” shall have the meaning given such term in 45 C.F.R. §164.402.
2. “Confidential Information” shall include any and all employee information, personal information, social security numbers, data, materials, products, technology, computer programs, specifications, manuals, business plans, software, records, information, videos, electronic recordings of any kind, case information, marketing plans, financial information, statistical information, trade secrets, technical or test data, scientific data, graphic communication, “know-how”, drawings, in any format whatsoever, including, but not limited to electronic documentation or files of any kind, and other information disclosed or submitted, orally, in writing, or by any other media of the County; and shall also include, but is not limited to, PHI as defined below.
3. “Designated Record Set” shall have the meaning given such term in 45 C.F.R. §164.501.
4. “Electronic Protected Health Information” shall have the same meaning as the term “electronic protected health information” in 45 C.F.R. § 160.103.
5. “Individual” shall have the same meaning given such term under 45 C.F.R. §160.103, and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. §164.502(g).
6. “Privacy Rules” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Part 160 and Part 164, subparts A and E.
7. “Protected Health Information” (or “PHI”) shall have the meaning given to such term in 45 C.F.R. §160.103, limited to the information created or received by Business Associate from or on behalf of County.
8. “Required By Law” shall include any requirements or protections under applicable federal, state, local or other law, regulation or ordinance and shall include, but not be limited to, 45 C.F.R. §164.103.
9. “Secretary” shall mean the Secretary of the United States Department of Health and Human Services (“HHS”) or his designee.
10. “Security Incident” shall have the same meaning given to such term in 45 C.F.R. §164.304.
11. “Security Rules” shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 160 and Part 164, subpart C.
12. “Unsecured Protected Health Information” shall have the same meaning given to such term in 45 CFR §164.402.

II. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

- A. Scope of Use and Disclosure of Protected Health Information.** Business Associate agrees to not use or further disclose PHI and Confidential Information other than as permitted or required by this Agreement or as Required By Law. Business Associate understands and agrees that the PHI and Confidential Information includes sensitive and personal data maintained by the County (as used herein County shall include the

agencies and contractors comprising the FCEMS as defined the Request for Proposals attached to the Contract) and that its disclosure could cause irreparable damage to the County and the FCEMS. This Agreement is being entered into so as to protect the disclosure and confidentiality of all PHI and Confidential Information and is material to the award of the Contract to the Business Associate. Business Associate shall be responsible under the Contract for the Services as described in the Contract.

- B. Safeguards Against Misuse of Information.** Business Associate agrees to use appropriate safeguards to prevent any and all use or disclosure of the PHI and Confidential Information. Business Associate agrees that its access to and use of any PHI or Confidential Information shall be limited to access and use of such information only as necessary and required under the Contract. Furthermore, Business Associate will implement administrative, physical, and technical safeguards (including written policies and procedures) that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of the County as required by the Security Rules. To the extent practicable, Business Associate will secure all Protected Health Information by technological means that render such information unusable, unreadable, or indecipherable to unauthorized individuals and in accordance with any applicable guidance issued by the Department of Health and Human Services under Section 13402 of the HITECH Act.
- C. Duty to Mitigate.** Business Associate agrees to cure or mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI or Confidential Information by Business Associate or its agents or subcontractors in violation of the requirements of this Agreement.
- D. Reporting of Violations.** Business Associate agrees to notify the County, in writing, of any use or disclosure of the PHI and Confidential Information, any Security Incident, and any Breach of County's Unsecured Protected Health Information. This notification will be made as soon as possible, but no more than within one (1) day after the discovery of the use, disclosure, Security Incident, or Breach. In the event of a Breach, if a delay is requested by law enforcement under 45 CFR §164.412, Business Associate may delay notifying the County for the applicable timeframe. This notification will include, to the extent possible, the identification of each individual whose Unsecured Protected Health Information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired used or disclosed during the Breach. Business Associate will also provide the County with any other available information that the County is required to include in its notification to the individual under 45 CFR §164.404(c) at the time of the initial notification or promptly thereafter as the information becomes available.
- E. Use or Disclosure to Subcontractors.** Business Associate shall not use subcontractors. To the extent that Business Associate does use subcontractors, Business Associate shall ensure that any subcontractor or agent to whom it provides PHI or Confidential

Information agrees to be bound under this Agreement and shall be liable to the County for the subcontractors compliance with this Agreement.

- F. Access, Amendment, and Accounting Responsibilities.** Business Associate shall not keep or retain, in any format, any PHI or Confidential Information.
- G. Electronic Data Interchange.** Solely in the event that Business Associate transmits or receives any Transactions (including, but not limited to, as that term is defined in 45 C.F.R. §160.103) on behalf of County, Business Associate shall comply with any applicable provisions of the Electronic Data Interchange Requirement (as set forth in 45 C.F.R. parts 160 and 162) and shall ensure that any subcontractors or agents that assist Business Associate in conducting Transactions on behalf of County agree in writing to comply with the Electronic Data Interchange Requirements.
- H. Availability of Books and Records.** For purposes of the Secretary determining the County's compliance with the Privacy Rules, Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of the County available (i) to the County in a mutually agreeable time and manner, or (ii) to the Secretary in the manner designated by the Secretary.
- I. HITECH Act Business Associate Agreement Requirements.** The parties intended for this Agreement to satisfy the requirements of sections 13401(a) and 13404(a) of the HITECH Act that specified security and privacy provisions requirements be incorporated into business associate agreements. This Agreement shall be interpreted in a manner consistent with this intention.

III. NON-DISCLOSURE PROVISIONS

- A.** The Business Associate agrees that the PHI and Confidential Information is to be considered confidential and not to be disclosed and the Business Associate shall hold same in confidence, shall not use the PHI or Confidential Information other than for the purposes of the Contract, and shall disclose any PHI or Confidential Information only to the authorized agents of the County. The Business Associate shall not disclose, publish or otherwise reveal any of the PHI or Confidential Information received from the County or under the Contract to any other party whatsoever except with the specific prior written authorization of the County.
- B.** PHI and Confidential Information furnished in tangible or electronic form shall not be duplicated by the Business Associate except for purposes of the Contract and consistent with the terms of this Agreement. Upon the request of the County, the Business Associate shall return all PHI and Confidential Information received in written or tangible form, including copies, or reproductions or other media containing such Confidential Information, within five (5) days of such request.

- C. The Business Associate shall not, without specific prior written authorization of the County, remove any PHI or Confidential Information from the County Offices.

IV. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

- A. **Limits on Use.** Business Associate may only use or access PHI and Confidential Information as necessary and required to perform functions, activities, or Services required under the Contract. Business Associate cannot modify, alter or change, in any way, any PHI or Confidential Information of the County.
- B. **Applicability.** This Agreement applies with respect to any aspect of the Contract that involves the use or disclosure of PHI but only to the extent that the Services or transactions of Business Associate are not exempt from HIPAA pursuant to 1179 of the Social Security Act (42 U.S.C. §1320d-8).

V. TERM AND TERMINATION

- A. **Term.** The term of this Agreement shall commence as of the Effective Date set forth above in Section I.B, and shall terminate when Business Associate no longer has any access to PHI or Confidential Information of any kind and all of the PHI and Confidential Information provided by County to Business Associate, or created or received by Business Associate on behalf of County, is returned to County. Notwithstanding any other provision of this Agreement, the Business Associate shall be liable to the County for any and all damages and losses of any kind caused by any failure of Business Associate to abide by this Agreement, including, but not limited to, unauthorized access or loss of PHI or Confidential information, even if the damages caused thereby occur after or are discovered after the termination of this agreement.
- B. **Termination for Cause.** Upon County's knowledge of a material breach by Business Associate, County may in its sole discretion:
 1. Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement and the Service Agreement if Business Associate does not cure the breach or end the violation within the time specified by County; OR
 2. Immediately terminate this Agreement and the Contract if Business Associate has breached a material term of this Agreement, in which case the Business Associate shall be in default under the Contract and the default provisions shall apply.

In addition, the County may report the violation to the Secretary.

- C. **Effect of Termination.** Upon termination of the Agreement, for any reason, Business Associate shall return all PHI and Confidential received from County, or created or received by Business Associate on behalf of Count and shall no longer access the

County's PHI or Confidential Information for any reason. Business Associate shall retain no copies of the PHI. This section shall also apply to PHI and Confidential Information that is in the possession of subcontractors or agents of Business Associate.

VI. ACKNOWLEDGEMENT AND SIGNATURES

The parties acknowledge that they have read this agreement, understand it, and agree to be bound by its terms. Accordingly, in witness whereof, this Agreement is executed by the parties, by their duly authorized representatives as of the date set forth above.

THE COUNTY: County of Fluvanna

Signature: _____

Printed Name of Officer: Eric M. Dahl

Title: County Administrator Date: _____

BUSINESS ASSOCIATE: _____

Signature: _____

Printed Name of Officer: _____

Title: _____ Date: _____

ImageTrend's Response to County of Fluvanna's Request for Proposal No. 2021-01 Billing Services for Emergency Transportation

August 4, 2020



County of Fluvanna
Attn: Cyndi Toler, Purchasing Officer
132 Main Street
P.O. Box 540
Palmyra, VA 22963

Presented By:

Michael J. McBrady
Chief Executive Officer

&

Joseph T. Graw
President & Chief Operating Officer

IMAGETREND®

20855 Kensington Blvd., Lakeville, MN 55044 | www.ImageTrend.com

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COVER LETTER



County of Fluvanna
Attn: Cyndi Toler, Purchasing Officer
132 Main Street
P.O. Box 540
Palmyra, VA 22963

Dear Ms. Toler,

ImageTrend is honored to respond to the County of Fluvanna's Request for Proposal for Billing Services for Emergency Transportation. We have thoroughly reviewed your RFP requirements and are able to meet your needs. We have included an overview of our history and qualifications within our response to the "Contractor's Responsibilities" section of the RFP, which can be found on Page 32 of our proposal below.

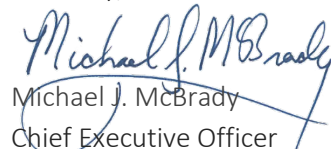
ImageTrend believes in serving our client's communities, no matter how big or small, every day. ImageTrend's mission is to create a better world through technical innovation and envisioning what is possible. We feel our values echo those of Fluvanna County, and our business practices and solutions would make a positive impact on your communities. ImageTrend's passion lies within our commitment to customer service and the compassion we model to not only our customers but to the patients our customers serve.

Our Revenue Services Team offers industry leading transparency and readily available financial snapshots to your organizations financial health through our bidirectional integration between your ePCR system (Elite) and Billing Bridge (our billing software system). ImageTrend is ready to be your one stop shop for your EMS software needs from patient care to patient billing. ImageTrend is committed to being there to help you provide the best possible service to the County's residents.

Your point of contact at ImageTrend throughout the proposal evaluation process will be Sherri Leflay, Contracts & Proposals Manager. Her telephone number is (952) 469-6451 and email address is proposals@imagetrend.com.

We have taken great care in preparing our response to your RFP and we look forward to hearing from you. ImageTrend is thrilled about the possibility of expanding our existing relationship with the County of Fluvanna.

Sincerely,



Michael J. McBrady
Chief Executive Officer

20855 Kensington Blvd.
Lakeville, MN 55044
Phone: (952) 469 - 1589
Fax: (952) 469 - 5671

FORMS



Please see the following competed forms in the Appendix of our proposal:

- (a) Certificate of No Collusion;
- (b) Offeror Statement;
- (c) Proof of Authority to Transact Business in Virginia;
and
- (d) Vendor Data Sheet.

QUALIFICATIONS



a. Licenses to conduct services required by the Code of Virginia

ImageTrend has a license to conduct business in the State of Virginia.

b. Specify any additional individuals who will be assigned to the contract, the level of their experience including credentials, related experience, training, and education of the personnel

Below is a few of our key personnel whom you may interact with frequently here at ImageTrend. Each of our representatives are highly trained and motivated to do the right thing, at the right time for all of our clients. Each year all employees at ImageTrend are required to complete HIPAA training courses and those select personnel are invited to further their education in areas they are interested in and makes the most sense for their career growth.



Megan Morey, CACO

Revenue Services Account Manager

mmorey@imagetrend.com

Phone: (952) 469-6156

Education: Accounting and Business Management, Globe University

Background: Megan Morey has over seven (7) years of ambulance billing experience.

Her former employment for these years was with Allina Health. She held several positions with Allina giving her the experience as an end user and system administrator; starting out in Customer Service and Collections before moving to Insurance Specialist and, finally, System Admin. Morey started with ImageTrend in October of 2015 where she now assists with the revenue services and manages the implementation, training and support of our billing product.



Lynn Spears, CADS

Implementation and Enrollment Specialist

lspears@imagetrend.com

Phone: (952) 469-6440

Education: Mankato State University, Respiratory Care Practitioner, St. Paul Technical College

Background: Lynn Spears has over 11 years of ambulance billing experience. Her former employment for these years was with Allina Health. She was heavily involved in the ambulance billing processes and was the Business Analyst for the department. This included administering the three different software products used during this time to perform the billing. Spears worked with ImageTrend in designing the billing system before becoming an employee with the organization. She currently assists with the revenue services that ImageTrend provides and is in charge of enrollments with the clearinghouse.

**Nicole Johnson, CAC****Billing Specialist**

nrjohnson@imagetrend.com

Phone: (888) 469-7789**Education:** Medical Administration from Minnesota School of Business, CAC NAAC

Background: Nicole Johnson has over eight (8) years of coding and billing experience. Her former employment for these years was with Olmsted Medical Center. She held several positions with Olmsted giving her the experience she currently possesses; starting out in Business Operations and Integration before moving to Clinical and Hospital Coding and ending as an Insurance Specialist for both clinic and hospital systems. Johnson started with ImageTrend in June 2018 where she now works as a Billing Specialist and Certified Ambulance Coder.

**Michon Stark, CAC****Billing Specialist**

mstark@imagetrend.com

Phone: (952) 469-6160**Education:** University of Minnesota, ICD10 Training, and CAC

Background: Michon Stark worked at Express Scripts for nine (9) years where she was a Business Analyst working in both the Eligibility and Reporting Departments. After obtaining her ICD10 training, she began working for Image Trend in 2016 where she obtained her Certified Ambulance Coding certification. Stark works on the entire revenue cycle from coding to insurance denial and follow up as well as payment posting.

**Mackenzie Thomes****Revenue Services Account Manager**

mthomes@imagetrend.com

Phone: (952) 469-6138**Education:** BS Exercise Science, North Dakota State University. Medical Billing and Coding, Rasmussen College. AS Medical Administration, Rasmussen College.

Background: Mackenzie has over five (5) years of medical billing and eligibility experience. Her former employment for these years was with Mayo Clinic Health Systems and United Healthcare. She held the position of Clinical and Hospital billing and eligibility representative and ended as a financial insurance specialist. Thomes started with ImageTrend in October 2019 where she now works as a Revenue Services Account Manager, while attending school for her certificate in Medical Coding and Billing, and Associates Degree in Medical Administration.

**Bonnie Wise****Billing Specialist II**

bwise@imagetrend.com

Phone: (833)-469-7789**Education:** Inver Hills Community College – Medical Billing and Coding Certification

Background: Bonnie Wise has worked in the medical billing and coding industry for nearly 20 years. Wise started in ambulance billing in 2002, and has gone on to perform billing for fire departments, TriTech, Expert-T billing and various other local agencies. She believes in complete work, and have thoroughly gone through the incident to ensure the maximum amount of revenue.

**Kelly Pithan, CACO****Revenue Services Operations Manager, Revenue Services Compliance Officer**

kpithan@imagetrend.com

Phone: (952) 469-6217**Education:** BA – Organizational Communication, Buena Vista University, Iowa

Background: Kelly Pithan has over 15 years of experience in project management and implementation services. She envisions the full scope of the billing workflow, using her project management and EMS/Fire industry expertise to manage and implement processes to ensure high compliance and excellent recovery for our clients. Under her previous tenure as Implementation Manager for ImageTrend, the team grew from five implementation and education staff to 19, including the introduction of a new Internal Education Team and the coordination of many new client education initiatives.

**Kyle Eisenzimmer, MBA****Product Sales Executive**

keisenzimmer@imagetrend.com

Phone: (952) 469-6184**Education:** Northland Community and Technical College, Paramedicine A.A.S; University of Minnesota, Bachelors of Applied Health Management

Background: Kyle Eisenzimmer has over 15 years of experience in the emergency medical service's industry as well as customer support and training. Eisenzimmer has a Master's Degree in Business Administration with a concentration in finance, a bachelor's degree in Applied Health Management and an Associate's Degree in Paramedicine, providing him with an excellent understanding of not only the patient care aspect of EMS, but also the business and financial needs of our customers. Eisenzimmer pays particular attention to the product understanding and strategic plan adjustments, but also to the product value and the needs of each individual customer.

c. Sample documents and/or reports, relating to the services

Please see our sample letters and reports attached to the Appendix of our proposal.

PROPOSED SUB-CONSULTANTS



ImageTrend has no proposed sub-consultants for this project.

PROJECT APPROACH



The purpose of this section is to provide the County with the Offeror's understanding and proposed approach to the project/provision of services. The Offeror should discuss in detail the proposed management and project approach. The staffing of the Offeror's firm and firm's approach to ensure quality control and ability to meet turn-around times set forth herein.

Below is the approach/methodology ImageTrend uses in order to obtain the most amount in collections on behalf of our clients, while upholding the care and compassion ImageTrend is known for. This approach has been tried and true to this day and has been implemented throughout the country. Our Revenue Services Account Manager will work with your team to make tweaks to this process where needed in order to facilitate the program required and meet your goals.

Initial Verification

Patient care report documentation verification is a process used by Revenue Services to ensure that all data submitted for reimbursement is accurate. Revenue Services will take the information provided by you and verify any information that Revenue Services feels may not be accurate. This process allows Revenue Services to submit accurate data to insurance companies and private individuals for reimbursement of their ambulance bill.

By utilizing tools such as insurance verification, insurance discovery, receiving facility follow up and skip tracing, Revenue Services attempts to confirm accuracy of documented information, or gather additional information available for proper claim submission. By completing these steps, we can ensure a faster turn-around in your billable revenues and also ensure the patient of less hassle in the payment of their bill. This process decreases the re-submission of claims due to errors in the data provided to insurance companies for reimbursement.

Primary Billing

Patient receives initial billing for services that were provided. In addition, patient's primary insurance company is billed. With patients who are participating in a Medicare/Medicaid program, Medicare/Medicaid will be billed directly. If a Medicare/Medicaid patient has primary commercial insurance coverage, that company will be billed first and Medicare/Medicaid will act as a secondary carrier. States with Medicaid and Medicaid HMO applicable law requiring waivers for billing, will not receive a bill until appropriate waivers are obtained and signed by the patient.

- ✓ The patient will typically be billed within two business days upon receipt of all necessary billing documentation and information. For the convenience of the patient transported by your service, the patient will receive, with their bill, a return envelope for sending payment directly to your billing service or specified collection process.
- ✓ Included in ImageTrend's clearinghouse services is the ability for ImageTrend to receive daily claim status checks. This will ensure that Revenue Services is kept abreast of the latest changes to all electronically submitted claims. This information is also available to our clients through the use of our Billing Bridge solution.

Secondary Billing

The patient will receive a second invoice normally within 30 days after the first bill was sent. Revenue Services utilizes a scheduling procedure that places bills, depending on their payor type, into specific cycles, which will ensure the submission of regularly scheduled billings.

- ✓ In a scenario where no insurance information is available, one follow up call attempt will be placed to the patient within 30 days of self pay aging. If patient does not answer and no option to leave a voice message is available, the invoice will be held for seven (7) days before another follow up call is made.
- ✓ In the event that the patient's phone number and insurance information is not documented or the patient's phone number is disconnected, ImageTrend will reach out to the documented receiving facility in an attempt to obtain updated contact and/or insurance information for patient.

Once the patient's primary insurance has paid, any secondary insurances will be automatically posted for consideration of any unpaid balances. If the patient's primary insurance payer does not respond to a submitted claim 45 days after claim submission, our Insurance Specialist will contact the primary insurance payer to request a status update.

Tertiary Billing

Normally at this point Medicare, Medicaid, and private insurance companies will have paid the maximum amounts that the patient would be eligible for. This invoice is sent normally within 60 days after the initial billing has been forwarded. In addition to the invoice and return envelope received by the patient, a note is also applied to the patient's bill that reminds the patient of their responsibilities for payment of this ambulance service.

Final Billing

This bill is sent normally within 90 days after the initial billing. The largest percentage of claims have been paid at this point; however, in addition to the invoice and return envelope, the patient receives a stronger note than the previous month's billing that reemphasizes the importance of paying his/her bill in a timely manner. This is considered the patient's final notice before the patient is referred to collections.

REPRESENTATIVE PROJECTS



This section of the Offeror's Proposal should list and describe representative clients currently serviced focusing on similar services and especially services provided to other Virginia agencies, localities, and public bodies. The Offer must include a description of every project it has worked on in the last two (2) years for Virginia (including any department or agency thereof) or a Virginia public body such must include the client name, a contact point for client, and a brief description of the type of services provided.

Below is the client list for Revenue Services based on similar projects, at the time of writing this RFP response. We welcome any of our client partners to follow up with our listed references in the references section. ImageTrend is currently awaiting our first Commonwealth of Virginia Revenue Services client. ImageTrend holds multiple contracts for EMS pre-hospital data collection within the Commonwealth of Virginia including the Virginia Department of Health.

Client Name	State	Main Point of Contact
Albuquerque Fire Department	New Mexico	Nathaniel Meiser
Beartooth EMS & Rescue	Montana	Joel Kelm
Care Ambulance	Iowa	Heather Wesenberg
City of Hartly	Iowa	Rod Ahrenstorff
City of Ocean Shores	Washington	David Bathke
City of River Falls EMS	Wisconsin	Jason Stroud
City of Siloam Springs Fire Department	Arkansas	Anna Balmain
City of Xenia	Ohio	Jared Holloway
Elite Ambulance	Tennessee	David Henderlight
Hualapai Nation Emergency Services	New Mexico	Rick McShea
Lakes of The Four Seasons Volunteer Fire Force	Indiana	Kevin Heerema
Lowell Fire Department	Arkansas	Jamie Baggett
Mora County Ambulance Service	New Mexico	Joy Ansley
Moulton Ambulance	Iowa	John Replogle
North Palos Fire Protection District	Illinois	Paul Mackin
Northeast Montana STAT Air Ambulance	Montana	Clay Berger
Phillips County Ambulance Service	Montana	Riley Abrahamson
Prim County Fire and EMS	Arkansas	Darren Carlton
Reagan County	Texas	Dustin Wilha
Southwest Memorial Hospital	Colorado	Matt Lindsey
Town of Goffstown Fire Department	New Hampshire	Brian Allard
Tri-Creek EMS	Indiana	Cory Wietbrock
Watertown Fire Rescue	South Dakota	Don Rowland

COST AND EFFECTIVE COST CONTROL



a. The County will consider cost for services in evaluating proposals.

ImageTrend acknowledges and agrees to this requirement.

b. Effective Cost Control – Demonstrated history of effective control of project costs and collection success and ability to accomplish work in a timely manner:

ImageTrend's cost control strategy is simple, evaluate every dollar spent to ensure the return on investment (ROI) is the highest possible. Considering ImageTrend is a multi-divisional company, that has the ability to share resources and costs across the company, we are confident our cost control program is very strong.

In the past, we have utilized administrative personnel from other ImageTrend teams to assist with various tasks to ensure projects are completed on time and on budget. ImageTrend routinely has technical staff members that are cross trained in various product lines to assist where needed if resources fall short. ImageTrend also utilizes accounting and finance staff to assist with invoicing and cash collection efforts where needed.

Considering ImageTrend is a small company, every employee frequently provides multiple functions to ensure that all projects are completed on time and on (or under) budget.

i. Describe the Offeror's cost control methodology especially as it relates to optional services;

ImageTrend sees cost control as the practice of identifying and reducing business expenses to increase profits, and it starts with the budgeting process. We are sure the County sees it the same way. The idea of cost control is not a factor should the County choose to utilize ImageTrend's Revenue Services. The cost is solely borne by ImageTrend as our fee is a percentage of net collections. Essentially, if you are not making money, neither is ImageTrend. A percentage based fee keeps the incentive in the forefront for ImageTrend to keep moving head in the best interests of the County.

There are no "optional services" incorporated into this proposal.

Effective time management

- ✓ Effective time management is a hallmark at ImageTrend. Leveraging decades of EMS experience, ImageTrend has the knowledge, skills and abilities required to effectively manage our customers' needs very efficiently. Although this technique does apply to various management areas, it is very important with regard to project cost control.
- ✓ Our Revenue Services Account Managers keep track of various cycle times for their respective clients. They have the ability to jump in and help where needed to make sure that our time is spent wisely and no wasted time is realized.

ii. Describe the approach for reducing the costs of optional services and approach to collection that will increase cost recovery effectiveness;

ImageTrend utilizes our cost control methodology to assist with increasing revenue for our clients. Specifically the utilization of allocated resources that can be managed within the company to accomplish special (or optional) projects as needed. ImageTrend feels confident that we will allocate the most appropriate resources to ensure cost recovery is at the highest for our clients from the beginning of their contract with us.

iii. Describe your documentation, tracking and reporting system;

ImageTrend is a Microsoft preferred partner and utilizes Microsoft CRM and Teams to document, track and report on our progress.

iv. Describe your program for quality control;

ImageTrend's internal auditing program focuses on two functions; automation and manual reviews. ImageTrend's automated controls ensure that the technological aspect of auditing is administered to the highest extent possible.

We focus on validation rules, based on specific clients and specific payers that ensure each invoice is being entered correctly and identifies missing or nonsensical information.

- ✓ ImageTrend also utilizes a highly automated set of work queues, which identifies and routes invoices into the proper locations in order for specific team members to address and complete.
- ✓ Automated signature capture identification is performed on every ePCR, proper routing is completed to ensure signatures are captured on all ePCRs.

ImageTrend's Certified Ambulance Compliance Officer completes all internal audits, inclusive of pre-billed claims and/or denied claims on a monthly basis.

- ✓ Audit focus is shifted from month to month to ensure variability and randomness of audit processing.
- ✓ All results from the internal claim review are documented and retained for training purposes.
- ✓ ImageTrend confirms appropriateness of ICD-10 coding, including HCPCS modifiers.
- ✓ Focus on determination of specific transport type, charges and ensuring medical necessity is met based on CMS guidelines.
- ✓ Tracking of overall compliance performance metrics.

Procedure

- a. ImageTrend shall conduct monthly internal self-audits. The self-audit shall be completed by the Compliance Officer and may be comprised of pre-billed claims or denied claims.

Documentation to be reviewed during the audit includes: crew documentation; billing; coding; eligibility of Revenue Services employees; call intake and dispatch; and transportation documentation.

The audit focus may shift from month to month. For example, one month the focus may be on emergent runs, the next on specialty care transports. However, the transports

selected in each month for audit will be selected randomly and will include a minimum of 10 transports.

ImageTrend will track all results of the internal claim review.

Any claim deficiencies found will be corrected. Remedial actions will be taken as necessary with the appropriate individuals based upon the result of the internal review.

- b. The Compliance Officer will also track overall compliance performance with the following metrics:
- ✓ Denied claims ratio: total number of claims with a denial / total claims remitted.
 - ✓ Billing error rate: total \$ overpaid / total \$ paid.
 - ✓ Non-covered services: transports billed with GY, GA, or GZ modifiers and total transports.
 - ✓ Level of service mix: total transports at one level of service and total transports.
 - ✓ The Compliance Officer will review the individual findings as well as review the overall results. Areas for compliance program improvement will be identified and the Compliance Officer will make needed adjustments to the Revenue Services compliance program. The Compliance Officer will share the results of the audits with the Compliance Committee on a minimum of a quarterly basis.

v. Overall benefits value as compared to pricing, design, and cost containment factors;

ImageTrend Revenue Services is beneficial to you on many fronts including through the consolidation of your EMS software (Elite) and your revenue recovery solution (ImageTrend Revenue Services). We have listed out the included components of our Revenue Services option as well as the Elite software components you are currently using below. By moving forward with ImageTrend's Revenue Services, the County can consolidate their current software invoicing for Elite with the Revenue Services component. Included in our quote found on Page 50 below:

- ✓ All hardware and software required by ImageTrend personnel to accurately and efficiently perform ambulance billing services for you.
- ✓ All mailing forms, insurance forms, and envelopes necessary to perform all billing functions.
- ✓ Any postage necessary to provide mailings to patients, insurance companies, and/or third parties.
- ✓ Availability of a national toll free 800 number for patients, County personnel, insurance companies and third parties to call for information or discussion of account status.
- ✓ All related fees to our national consumer database, Availity, and Lexis Nexis searches for patient demographic information.
- ✓ All related fees to the electronic submission of claims.
- ✓ All related fees to hosting our Billing Bridge application.
- ✓ The bi-directional data exchange between Elite ePCR and Billing Bridge, to include all attachments and data storage.
- ✓ Ongoing hosting and data exchange between Billing Bridge and MyEMSCare to facilitate online payment and patient documentation needs.
- ✓ Ongoing review of ePCR documentation by qualified ImageTrend staff.
- ✓ Ongoing review and analysis of rates, policies, and procedures with County officials.

- ✓ Regular meetings for review of performance on a mutually-agreed upon schedule.
- ✓ All related fees associated with monthly updates to our software platforms.
- ✓ Inclusion of the following annual costs which are currently contracted separately with ImageTrend for your Elite solution:
 - Elite Rescue SaaS -- \$13,500
 - Elite Rescue Auto-Export (FTP) Support / Hosting -- \$3,500
 - Elite Rescue CAD Integration Support -- \$3,500

OTHER REQUIREMENTS



a. The RFP document with any addenda acknowledgements filled out and signed as required (see attachments hereto).

As no addenda was issues, we have no addenda to acknowledge.

b. A detailed response to all requirements, general, specific, functional and technical as defined within this RFP (see Section 3 “Scope of Services” and Section 4 “Contractor’s Responsibilities”).

Below is a detailed response to all of the requirements as outlined in Sections 3 and 4 of the RFP:

> Scope of Services

a. General Requirements

Exhibits 1-4 are specifically incorporated herein as a material parts of the scope of services requested by the County and set out the policies of the County relating to EMS Cost Recovery which the Contractor must strictly comply with at all times.

ImageTrend acknowledges and agrees to this requirement.

b. Electronic Patient Care Report Processing

i. The FCEMS will provide to the Contractor electronic Patient Care Reports (ePCR) information from the current ImageTrend reporting system. The Contractor shall verify the ImageTrend system daily and ensure all treated transports that have been reviewed by the FCEMS are downloaded. Care should be given to ensure that required fields are met before import and that import requirements constantly check for older dates of service as they become available for import as review requirements are met by the FCEMS.

ImageTrend acknowledges and agrees to this requirement.

ImageTrend utilizes our own proprietary pre-hospital billing application, Billing Bridge. Billing Bridge creates a seamless integration with Elite and the ability to create workflows based on the provider's needs. This integration between Billing Bridge and Elite is included at no additional cost as both are ImageTrend solutions.

Billing Bridge includes a validation rules engine and is used to create validity rules to indicate where data, required criteria or qualifying criteria is missing. If there are data discrepancies, alerts display next to the fields where they occur, as identified by the rule. This assists in accurate and complete information for finalizing an invoice record. With contracted integrations, Billing Bridge supports address verification and insurance verification, and insurance discovery which allow for easy access to current patient insurance and demographic information.

ii. The Contractor shall process ePCR information and coordinate invoicing and collections to insurance companies including but not limited to Medicare, Medicaid, managed care organizations, commercial insurance companies, and other designated third parties and payers for billing rates established by the County. The County may change its rates from time to time and will notify any Contractor of such changes.

ImageTrend acknowledges and agrees to this requirement. Billing Bridge software is 5010 compliant for claim submissions to all insurances and payers.

With the clearinghouse services incorporated directly into Billing Bridge, faster claim reconciliation and reimbursement is experienced. Insurance real-time eligibility allowed accurate billing and a decrease in denials and claim rejections.

ImageTrend has the ability to make updates to agency rate changes on an as needed basis directly through the user interface. Rate changes will take effect on the effective date specified by the agency.

iii. The Contractor shall provide routine billings for EMS transport, follow-up to residents and non-residents (patients), and claim submissions to Medicaid, Medicare, insurance companies, and other designated third parties. The billing and collection services include fees for Level 1 and Level 2 Advanced Life Support (ALS), Basic Life Support (BLS), and loaded mileage of the transport service provided by the FCEMS.

ImageTrend acknowledges and agrees to this requirement.

iv. The Contractor shall prepare and submit claims, bills, invoices, etc. based on the patient care reports or data forwarded to the Contractor by the FCEMS. Knowledge, experience, and judgement shall be applied to avoid or prevent the submission of claims, bills, or invoices to any third-party payer in error.

ImageTrend acknowledges and agrees to this requirement.

c. Required Verification and Missing Information Follow-up

i. The Contractor shall notify the County within two (2) business days of receipt of the ePCR and included in that report if any documentation is incomplete or does not qualify for reimbursement. The Contractor shall assure that all the information needed for billing is obtained from the appropriate hospital, if not provided in the ePCR.

ImageTrend acknowledges and agrees to this requirement.

Upon successful import of the ePCR, the status within Elite will be updated to reflect the successful export, notifying the administrator that the record has been transferred successfully.

Revenue Services will work with you to gather the proper points of contact for the hospitals you service. Your Revenue Services Account Manager will reach out to make contact with these representatives and introduce our company as the County's billing agency. Typically following introduction, hospitals are willing to assist in any additional information requests.

ii. The Contractor shall provide all labor, materials, and equipment for verification of ePCR patient information. The Contractor shall obtain from the policyholder or responsible party all information and signatures necessary to file a claim with Medicare, Medicaid, insurance companies and other designated third parties.

ImageTrend acknowledges and agrees to this requirement.

iii. The Contractor shall gather missing patient and insurance information by, but not limited to, searching the insurance provider's data bases for previous patient information if and as permitted; searching the Contractor's billing data base; contacting the receiving medical facility; or by direct patient, family member or responsible party contact. When contact is made with the appropriate party, the Contractor shall verify and correct all patient information. Follow up should take place within the first Thirty days of the date of transport.

ImageTrend acknowledges and agrees to this requirement.

iv. The Contractor shall attempt to obtain the necessary information with at least one follow-up notice and/or a phone call if the customer information is incomplete.

ImageTrend acknowledges and agrees to this requirement.

ImageTrend typically sends out a statement follow-up notification in 30 day increments based on the response level of the responsible party. ImageTrend can also provide one follow-up call to the responsible party, if requested. During the implementation phase, your Revenue Services Account Manager will work with your team to determine the most applicable operational approach for your agency.

v. The Contractor shall work with area hospitals to obtain billing and insurance information for patients that are transported to their facility by the FCEMS.

Revenue Services will work with you to gather the proper points of contact for the hospitals you service. Your Revenue Services Account Manager will reach out to make contact with these representatives and introduce our company as your billing agency. If there are any issues with this relationship, our Revenue Services Account Manager will follow up with your primary point of contact during the monthly meetings or as needed.

d. Account Billing and Processing

i. The Contractor shall prepare and mail all invoices and overdue notices. All insurance claims shall be billed through the Contractors electronic claims filing procedures.

ImageTrend acknowledges and agrees to this requirement.

During the implementation phase, our Revenue Services Account Managers will ensure that your team approves all applicable mailings and follow up criteria. Typically within 48 hours of completed documentation, our data entry and coding team has completed their process which triggers a mail batch to be printed and sent to the applicable accounts.

- ✓ These mailings generally include preapproved statements that outline the transportation details and insurance companies currently being billed, with an outstanding balance and account aging.
- ✓ ImageTrend's Billing Bridge software is 5010 compliant for claim submissions to all payers and ImageTrend enrolls in ERA processing with all applicable payer.

ii. Contractor shall insure adequate security, maintenance and environment for processing of HIPPA information.

ImageTrend acknowledges and agrees to this requirement.

ImageTrend is a leader in information security and compliance. Each year we get third party assurance that your data is kept secure in accordance with the HIPAA/HITECH Security Rule. We map that result to the NIST 800-53 cybersecurity framework; the framework behind FedRAMP.

iii. The Contractor shall process all accounts, including the uncollectible and insufficient information categories. The Contractor shall attempt to follow-up on outstanding insurance claims with insurance (Prime) within 7-10 days of claim, secondary 15-20 days and patients within 30 days. All such communications shall be made only in strict conformance with Applicable Law, including without limitation, applicable provisions of the Fair Debt Collection Practice Act.

ImageTrend acknowledges and agrees to this requirement. The process described is very similar to ImageTrend's standard operating process.

- ✓ ImageTrend typically provides billing for claims to all applicable primary and secondary payers for a period of 120 days, this includes statements mailed at each 30 day interval.
- ✓ If no payment is received or no additional information is provided, ImageTrend has a standard view or report that can be provided to our clients to ensure they are aware of the steps taken to obtain payment and any associated next steps required by our clients.

All services and will be provided in a professional and skillful manner in accordance with applicable industry standards and will comply with all applicable laws. All deliverables will substantially conform to the agreed-upon specifications.

e. Billing Cycle

i. The Contractor shall have the initial claim submitted to the appropriate parties within 30 days or less from the date of the initial import of the ePCR from the ImageTrend system.

ImageTrend acknowledges and agrees to this requirement.

The responsible party will typically be billed within two (2) business days upon receipt of all necessary billing documentation and information. For the convenience of the patient transported by your service, the patient will receive a return envelope for sending payment directly to your billing service or specified collection process.

ii. The Contractor shall be responsible for all pre-billing review, verification for proper documentation, insurance information, appropriate patient signatures, and data entry from the ePCR. The Contractor shall remain responsible and is required to perform all required research and incorporate all required information into the ePCR to the greatest extent possible.

ImageTrend acknowledges and agrees with this requirement

Once the ePCR is imported into Billing Bridge, we review all documentation received, including signatures, PCS/ABN or medically necessary attachments, narratives and data included within the ePCR. After review, our team makes a determination if further information is needed, or if a clean claim can be processed. If the provider is unable to obtain payer information, a direct integration with our clearinghouse partner with access to over 1.2 million providers, allows ImageTrend to search their payer databases to assist in finding any payer information not otherwise obtained.

✓ In the event that we obtain missing or inaccurate patient contact information, our team scours our sources to obtain additional details that might be available. ImageTrend's patient information recovery partner has the capability of combing through billions of public records to locate names, addresses, phone numbers and other information.

iii. The Contractor shall maintain all documents associated with the billing process, including Explanation of Benefits (EOB) and documentation from all insurance providers. The Contractor shall post all payments within one (1) business day of receiving payment. The Contractor shall respond to all inquiries and resolve responsible party denials. The Contractor shall contact the appropriate responsible party for resolution, correction and/or re- submission of any billings.

ImageTrend acknowledges and agrees to this requirement.

iv. The Contractor shall be responsible for mailing all written notices to the responsible parties. The Contractor shall contact the responsible parties at minimum intervals of thirty (30), sixty (60), and ninety (90) calendar days after the date of service. Except that the Contractor shall immediately direct any proposed, threatened or pending claims of litigation to the County and its County Attorney immediately and shall not respond unless and until specifically directed to do so by the County.

ImageTrend acknowledges and agrees to this requirement.

All forms and patient communication have the ability to be customized to meet your individual needs, not only by type, but aging forms can be customized as well.

- ✓ "Letters" i.e. request for signature, request for insurance information, etc. can be customized to meet your needs.
- ✓ Each letter includes your logo, return address, configurable content, applicable dates, support hours and contact information.

ImageTrend does not currently nor have any future plans to engage in any litigation and agrees to provide any and all threatening or pending claims of litigation relating to the County onto the County Attorney with the utmost confidence.

v. A Cost Recovery Program information brochure will be available to all patients at the time of transport, a copy of the same is attached hereto as Exhibit 2.

ImageTrend acknowledges and agrees to this requirement.

vi. Insurance coverage information generally will be obtained either in route or at the hospital. The County directs persons to the County's website (<https://www.fluvannacounty.org/es/page/ems-cost-recovery-program>) and to Contractor for more information on EMS Billing and the Contractor must be familiar with the website, which may be modified or updated from time to time by the County, and the Exhibits hereto and the Chapter 8 of the County Code all which set out the EMS billing policy of the County.

ImageTrend acknowledges and agrees to this requirement.

vii. County Residents and Non-residents are subject to "Compassionate Billing" for EMS transport services and will be billed for charges not covered by insurance. Except that, Fire, rescue, and law enforcement personnel volunteering in or employed by Fluvanna County may not be billed for any charges not covered by insurance incurred in the performance of their duties.

ImageTrend acknowledges and agrees to this requirement.

ImageTrend requests that all personnel that meets the requirements for non-billable claims be identified within the ePCR or not marked with a status of "Ready for Billing."

viii. The County may reduce or eliminate the patient's financial responsibility for EMS transport services on a case-by-case basis where the patient qualifies under the County's financial hardship guidelines. Determination of financial hardship is based upon a percentage of established Federal Poverty Guidelines in relation to household income and household assets. (NOTE: Insured patients who choose not to have their claim filed with their insurance company are not eligible for our financial hardship assistance program.) To apply for financial hardship assistance, the patient or responsible party will complete an Ambulance Fee Waiver Request, attached hereto as Exhibit 3, and submit the completed worksheet to the Finance Department for verification of financial information. The most current Federal Poverty Guidelines (<https://aspe.hhs.gov/poverty-guidelines>) will be used in evaluating possible partial or full waiver of charges. Upon verification of a patient's financial hardship, the County uses a table set out in Section 1.3.7(D) of Exhibit 1 to determine the level of charges waiver warranted. If the County approves the final hardship request it will so notify the Contractor. The determination of financial hardship is applicable to the current EMS transport only. To waive or reduce future payments, the patient must again demonstrate financial hardship. The Contractor should be prepared to process and accept waivers once a determination is made by the county.

ImageTrend acknowledges and agrees to this requirement.

ix. Elderly or disabled residents and disabled veterans who apply for financial hardship assistance, and qualify for real estate tax relief pursuant to County ordinance or other applicable law, will be deemed to have demonstrated financial hardship and will not be billed for any charges not covered by insurance as set out in Exhibit 1, Section 1.3.7(F).

ImageTrend acknowledges and agrees to this requirement.

x. The County also has certain waivers for certain victims of crime as set out in Exhibit 1, Section 1.3.7(G).

ImageTrend acknowledges and agrees to this requirement.

xi. The County accepts payment plans and the Contractor must be willing to process and account for the same, the terms are set out in Exhibit 1 hereto.

ImageTrend acknowledges and agrees to this requirement.

ImageTrend can provide payment plans for self-pay accounts. Our options are either a flat rate or a timed payment plan. Either option has the ability to be customized based on your needs. Accounts are automatically tracked via Billing Bridge through the statement and payment posting process.

- ✓ Statements will be sent out based on the agreed upon frequency and payment posting against the account. If no payment has been made from a previous cycle the account is automatically tagged into a workflow process for additional follow up.

xii. Residency in the County if relevant may be confirmed through the County website and/or direct inquiry of County staff.

ImageTrend acknowledges and agrees to this requirement.

ImageTrend suggests adding data field "ePayment.08 - Patient Resides in Service Area" to your current ePCR and training staff on the definition and usage of this field. This will allow for a streamlined approach to your data collection and reporting.

f. Denial of Claims

i. The Contractor shall be responsible to appeal denied claims on the County's behalf at the County's direction or where the claim, in the Contractor's judgement, meets applicable payment criteria under the rules applicable to the particular payer. The Contractor shall be responsible for pursuing denied claims to the final, internal grievance level with the insurer or managed care plan. In no event shall the Contractor be responsible to, nor shall the Contractor initiate any third-party collections or litigation in any civil or administrative venue on behalf of or in the name of the FCEMS or the County of Fluvanna.

ImageTrend acknowledges and agrees to this requirement.

The Revenue Services Team will follow up with payers on any unpaid claim after 45 days have passed since the claim submission with no response. Denials received, other than patient responsibility, are worked by the Revenue Services Team and either resubmitted, or handled through the appeals process. Follow up is then performed with the payer to ensure that these claims are reprocessed appropriately.

g. Uncollectible Accounts

i. The Contractor shall maintain accounts and actively pursue collection for a period of at least 90 days (3 months) from the first notice to the proper responsible party after research and attempts to bill Medicare, Medicaid, or an insurer, as applicable. After that time all documents and data on uncollectible accounts should be forwarded to the County with a request to write off the account. No write offs will be authorized by the Contractor, final decisions rest with the County and the County may require the Contractor to continue its attempts to collect on such account. If the Contractor deviates from this uncollectible period, the Contractor may elaborate in the RFP response.

ImageTrend acknowledges and agrees to this requirement.

During implementation, our team will work with the County's representative to determine the specific process for handling any unpaid balances. Typically, ImageTrend provides statement printing and mailing to any unpaid balances for a period of 120 days. If a payment is made within the allotted 120 day timeframe, the unpaid balance time is refreshed to provide the payer with additional opportunities to pay the balance in full.

✓ Adjustments to any payment process can be made to meet our client's needs.

h. Refunds

i. The Contractor shall send written requests to the County for all refund checks to patients, Medicare, Medicaid, and private insurance companies in the event of an overpayment for services rendered. The Contractor shall send a separate request for each refund, which will include, but not be limited to, patient's name, address, date of transport, the FCEMS Incident Number, amount to be refunded, reason for refund, and detail of transactions on the account.

ImageTrend acknowledges and agrees to this requirement.

During implementation, your Revenue Services Account Manager will work with your team to generate the specific reporting requirements needed to process refunds to meet your needs.

ii. All refund requests shall be prepared within 30 days of the day the account balance becomes a credit. The County will be responsible for processing and paying any refunds or credit balances upon proper notification that a credit balance or overpayment exists.

ImageTrend acknowledges and agrees to this requirement.

iii. If a particular refund request from an insurer or payer requires an overpayment or refund form to accompany such a refund, the Contractor shall be responsible for completion of the form and forwarding the completed form to the County for inclusion with the refund payment.

ImageTrend acknowledges and agrees to this requirement.

iv. The Contractor shall not knowingly bill parties for an amount they are not legally obligated to pay.

ImageTrend acknowledges and agrees to this requirement.

v. The County will provide the Contractor documentation once the requested refund has been processed and paid by the County.

ImageTrend acknowledges and agrees to this requirement.

i. Posting to Patient Accounts

i. The Contractor shall be responsible for posting to each patient account payments, adjustments, refunds/credits, and re-submission of claims.

ImageTrend acknowledges and agrees to this requirement

During implementation, your Revenue Services Account Manager will work with you to outline the specific steps each party will be responsible for regarding deposit and posting of payments. ImageTrend will be responsible for depositing all non-ACH payments into a bank account or lockbox held by you. ImageTrend will provide weekly deposit details for all payments made, post payments into Billing Bridge and provide reporting requirements contained within this RFP.

ii. The contractor may accept cash or check payments on behalf of the county and deposit funds into the county EMS designated bank account within 3 business days.

ImageTrend acknowledges and agrees to this requirement.

ImageTrend's standard timeline for posting payments, either EFTs or paper payments, is twice per week. This allows our team members to consolidate, verify and document the payments utilizing GAAP on every batch posted.

- ✓ Exceptions to this requirement have been made in the past, if our clients require a more frequent payment posting timeline (i.e. daily adjustments can be made to accommodate).

iii. The Contractor may collect credit card payment on behalf of the County. The County must be made aware at the time of contract negotiations if the Contractor will charge or pass on any additional fees to the County or to the patients transported by the FCEMS for payments made through credit cards. Once credit card funds are remitted to the County by check, the County does not accept any liability for any payments that are returned and/or declined by the credit card company. The Contractor shall assume all responsibility for all declined funds along with any associated fees related to that collection.

ImageTrend acknowledges and agrees to this requirement.

MyEMSCare™ is an online patient payment gateway, which allows a patient to access and pay their invoice online, 24 hours a day, seven (7) days a week. Included in MyEMSCare is the ability for your patients to take an online survey, either before or after their invoice is paid. MyEMSCare also allows our clients to provide patients with the ability to make payments and complete a patient-centric survey.

- ✓ ImageTrend utilizes an integrated payment processor called [Authorize.Net](#). All payments made through MyEMSCare are processed through [Authorize.net](#). Our clients will create their own [Authorize.net](#) account and have access to view, authorize, cancel or manage any payments made to their agency. All merchant and processing fees are typically the responsibility of the agency, unless other agreements have been formalized.

iv. Once payments are posted to the respective patient accounts, the Contractor shall provide the County with a daily deposit report of the posted payments for that specific day. The County will ensure accuracy of payment posting at least monthly as reconciled to the County bank account. Reconciliations should be done with payments and the bank statements to ensure that they are posted before the end of the month.

ImageTrend acknowledges and agrees to this requirement.

Utilizing our Standard Report "Invoice Summary by Date of Service", your administrators will be able to see the individual invoices processed within Billing Bridge. This information will be reconciled with Elite to ensure all applicable patient care reports have been sent to billing and an applicable invoice has been generated.

- ✓ All of our standard reports can be exported as a .CSV or .PDF file format.
- ✓ Your designated Revenue Services Account Manager will work with you on a monthly basis, or more frequently if needed, to ensure that your reconciliation needs are met.

> Contractor's Responsibilities

a. The Contractor must comply with all County policies, requirements, and Applicable Law in performing the services being the scope of work required by the County which includes the following:

i. The Contractor shall comply strictly with all Applicable Law and including without limitation, all applicable Federal, State, and local laws, especially those regulations pertaining protected health information and the collection of debts, as well as, all regulations pertaining with Medicare, Medicaid, and the release of information contained in the ePCR.

ImageTrend acknowledges and agrees to this requirement.

All services will be provided in a professional and skillful manner in accordance with applicable industry standards and will comply with all applicable laws.

ii. The Contractor will agree to enter into a Business Associate, Non-Disclosure and Confidentiality Agreement with the County, the form of which is attached hereto as Exhibit A.

ImageTrend acknowledges and agrees to this requirement.

iii. The Contractor shall participate in an Identity Theft Prevention Policy (Red Flag) designed to detect, prevent, and mitigate identity theft in compliance with Part 681 of Title 16 of the Code of Federal Regulations of the Fair and Accurate Credit Transactions (FACTA).

ImageTrend acknowledges and agrees to this requirement.

iv. The Contractor shall conduct all billing and collection efforts in compliance with all Applicable Law governing health related collections. The Contractor shall be responsible for maintaining compliance with all applicable Federal and State requirements as the related to the process of billing, reimbursement, and collection. The Contractor must, at the commencement of the contract, have a compliance program in place that satisfies the standards and the practices set forth in the "Compliance Program Guidance for Third Party Medical Billing Companies," published by the OIG, United States Department of Health and Human Services (HHS) in the Federal Register, December 18, 1998 (63 FR 70138), and the Contractor shall furnish satisfactory proof of such compliance program to the County upon request.

ImageTrend acknowledges and agrees to this requirement.

ImageTrend employees are vigilant when a colleague's work, in any setting, appears to be in violation of ImageTrend's policies and procedures. In a situation where someone suspects

another's actions to be in violation, it is the obligation of the employee to take action. Incidents can be reported anonymously, if desired, and all incidents will be reviewed and investigated.

- ✓ ImageTrend, in our claim preparation role for providers, has a commitment to submit claims for payment that are submitted appropriately and are supported by clear, concise and accurate documentation. Revenue Services maintains a compliance program and has compliance policies to guide its employees with respect to standards of conduct expected in areas where improper activities could result in serious adverse consequences.
- ✓ ImageTrend is committed to preventing fraud, upcoding and all unethical practices. We are also committed to compliance with the Anti-Kickback Statute 42 U.S.C § 1320a-7b, the False Claims Act 31 U.S. Code § 3729, and privacy standards contained within the Health Insurance Portability and Accountability Act of 1996 HIPAA regulations

ImageTrend's internal auditing / compliance program was discussed in length in our response to Section Qualifications on Page 8 Kelly Pithan is our Compliance Officer. Her bio was included above in our response to Section Qualifications on Page 8.

v. All notices, invoices, and letters must comply with the provisions of the Fair Debt Collection Act and any other Applicable Law. Any collection efforts undertaken on behalf of the County require a business-like demeanor in dealing with assigned accounts. The County will not tolerate debtor harassment, improper or unreasonable conduct by the Contractor in the billing or collection process. The County will not tolerate harassment of a customer in any form or manner. If the County determines that a customer is being unduly harassed, the County reserves the right to terminate the contract immediately.

ImageTrend acknowledges and agrees to this request.

ImageTrend's Legal Counsel ensures the entire Revenue Services Team is familiar with the Fair Debt Collection Practices Act. ImageTrend is fully ready and capable of fulfilling its responsibilities as a revenue cycle management vendor and we will ensure performance to the highest standards possible.

vi. The Contractor must comply strictly with all Applicable Law pertaining to Medicare, Medicaid, and the release of the information contained in reports. All information-processing practices shall meet applicable standards for the Health Insurance Portability and Accountability Act (HIPAA). The Contractor shall be able to provide documentation of HIPAA compliance throughout the entire contract term, at minimum, one time annually at contract renewal term, or by the request of the County at any time during the contract period. Failure to maintain HIPAA compliance will be justification for immediate termination of the contract at no cost to the County.

ImageTrend acknowledges and agrees to this request.

ImageTrend is a leader in information security and compliance. Each year we get third party assurance that your data is kept secure in accordance with the HIPAA/HITECH Security Rule. We map that result to the NIST 800-53 cybersecurity framework, the framework behind FedRAMP. We have worked with Coalfire Inc., the leading federal and healthcare cybersecurity assessment firm, to ensure high compliance hosting offerings. ImageTrend software applications and our hosting facility are held to this high standard of security and compliance.

To be compliant with the HIPAA/HITECH Security Rule with control mapping to NIST 800-53 cybersecurity framework, the entire process of how the application is constructed and deployed must meet compliance standards - ensuring privacy by design. Our physical hosting provider DataBank maintains up-to-date SOC1, SOC2 and PCI-DSS reports for the physical safety and availability of the system.

When it comes to handling your data, we do not use contractors and we do not use the cloud. We personally keep your data safe and in compliance with HIPAA from the servers and hard drives to the time it is on your screen. Our vigilant commitment to compliance has us continuously investing in the security of your data.

b. Training

i. The Contractor shall assist County administration personnel, or its Contractors, in developing training for personnel and County volunteers, on ePCR documentation, billing, HIPAA, and related issues. This training will be used in orienting new and existing volunteers and County employees. This type of training shall be provided at a minimum of every year.

ImageTrend acknowledges and agrees to this requirement.

The field personnel training is focused on training the providers in data entry techniques and requirements for ambulance billing reimbursement. Considering ImageTrend built the ePCR platform you are currently using, no competitor can match our understanding of the program.

Field Personnel Training

ImageTrend provides training for field personnel on the essential elements of clinical, patient demographic, and insurance information that helps maximize reimbursements when properly collected.

- ✓ Documentation training for field personnel can be helpful in maintaining compliance with governmental requirements and helps in the building of a partnership perspective between the field crews and the billing office.
- ✓ Effective training helps ensure ImageTrend receives all material and information necessary for the effective collection of claims through a clean process.

ImageTrend has put together multiple class options and focus points for your field training needs. During the implementation phase, your Revenue Services Account Manager will review your current ePCR documentation and suggest the most appropriate use of time and training topics.

ImageTrend's training staff have provided ePCR training across the country and is very well versed in each states' requirements for medical necessity as well as billing requirements.

ii. The Contractor shall provide other expertise as needed by the County.

ImageTrend acknowledges and agrees to this requirement.

c. Customer Service

i. The Contractor shall respond to and resolve, in a timely manner, all inquiries and complaints that address any aspect of the routine billing services, including but not limited to, account information, fees, insurance, payment plan, collection methods, and customer dissatisfaction with services or performance as brought to the Contractor's attention by the County. Any inquiries or complaints which cannot be resolved by Contractor within a reasonable period of time or which escalate to potential litigation or similar claim by a customer must be reported to the County including a detailed summary and record of interactions and communications with the customer.

ImageTrend acknowledges and agrees to this requirement.

Our customer service representatives are revered in the industry, because of their superior subject matter knowledge, empathy and effectiveness. These facts provide you with the peace of mind that ImageTrend will ensure you are properly funded so you can concentrate on serving your community. We treat every client, patient and/or representatives with the utmost care and kindness.

Revenue Services' Support Team is available via telephone, email, support suite or fax to assist with inquiries as needed. All our support personnel have healthcare billing experience and go through ImageTrend's training program to ensure they are very well versed in our client's needs and can assist with all questions.

- ✓ Our team members physically sit in a pod formation, which includes other team members (i.e. Coders, payment posters, account managers, etc.) that are also familiar with your account. This wide variety of knowledge ensures our clients with the best representation available.

ii. The Contractor shall establish procedures for receiving payments and correspondence that is agreeable to the County.

ImageTrend acknowledges and agrees to this requirement.

iii. The Contractor shall maintain regular contact with the County to ensure that the County is satisfied with the services the Contractor delivers.

Included in Revenue Services is our Account Management services that provides our client a dedicated resource that is intimately familiar with your account and process. Revenue Services provides a monthly check-in call with your dedicated account manager to review training

requirements, documentation review, compliance management, audit results, reporting details and various other topics that come up throughout the month. This Account Manager will also serve as your implementation point of contact during the implementation of our Revenue Services solution.

Megan Morey will be assigned as the County's Account Manager. Megan's contact information and bio are included in our response to Section Qualifications on Page 8 above.

iv. The Contractor shall provide a toll-free telephone number for customers and insurance companies. The Contractor shall answer telephone calls from County customers during normal, reasonable, business hours each day, Monday through Friday, excluding holidays. The Contractor shall make a translation service available to assist patient with other language needs.

ImageTrend acknowledges and agrees to this requirement.

The Revenue Services Support Team is available between 7:00am (8:00am ET) and 5:00pm CST (6:00PM ET) via the Support Suite, email or telephone. Non-emergency support requests made after business hours will be addressed the next business day.



Support Suite: www.imagetrend.com/support

Email: support@billingbridge.com

Toll Free: 1-833-469-7789

Phone: 952-469-1589

ImageTrend utilizes a third party interpreter and translation company known in the healthcare industry for providing over 40 million interactions per year with over 11,000 professional interpreters available on demand. The company follows all regulatory compliance with Title VI of the Civil Rights Act; the Americans with Disabilities Act ADA; the Health Insurance Portability and Accountability Act HIPAA; Section 1557 of the Affordable Care Act ACA; as well as regulations put forward by the Centers for Medicare and Medicaid Services CMS, Fraud Waste and Abuse FWA, and the Joint Commission.

v. The Contractor shall provide a 24-hour voice mail system. A good faith effort must be made to contact customers within 24 business hours after the initial contact from the customer. Due to unforeseen circumstances or during inclement weather, the County must be notified when the voicemail is in effect, weekdays, for any time-period lasting longer than 24 hours.

ImageTrend acknowledges and agrees to this requirement.

vi. The Contractor shall provide web-based access for customers to use in order to view or update account information through a secure internet connection.

MyEMSCare is an online patient payment gateway, which allows a patient to access and pay their invoice online, 24 hours a day, 7 days a week. Included in MyEMSCare is the ability for your patients to take an online survey, either before or after their invoice is paid. MyEMSCare, also

allows our clients to provide patients with the ability to make payments and complete a patient-centric survey to ensure the pillars of Triple Aim - the Institute for Healthcare Improvement's commitment to improving care, improving the health of populations and reducing cost - are being met.

ImageTrend is in the process of making updates to MyEMSCare which includes account level access, insurance information review and updating, as well as various other account level functions.

d. Billing Notices and Letters

i. The Contractor shall design, print, and send appropriate billing statements, notices and/or letters to customers or responsible parties for the ambulance services provided by FCEMS, the form of all billing statements, notices, and/or letters shall be subject to approval by the County in its sole discretion in advance.

ImageTrend acknowledges and agrees to this requirement.

All forms and patient communication have the ability to be customized to meet your individual needs. Not only by type, but aging of forms can be customized as well.

We offer customizable statements which outline the various options for customizing statements to meet the needs of our clients. A sample is included in the Appendix of our proposal. During the implementation, formation and design phase, our Revenue Services Account Manager will work with your team to identify and update all statements (based on payer aging) to meet your needs

ii. The form and content of all billing statement, notices and/or letters must be approved in advance by the County. All notices must indicate the contractual relationship between the Contractor and the County. The Contractor agrees to make changes to billing statements when requested by the County in a timely manner.

ImageTrend acknowledges and agrees to this requirement.

iii. The bills mailed by the Contractor shall include return envelopes coded to a lockbox address established by the Contractor. The Contractor shall instruct the customer, patient, or responsible party to make payment payable to Fluvanna County and to mail the payment in the return envelope provided with the bill.

ImageTrend acknowledges and agrees to this requirement.

e. Policy and Procedural Changes

i. The County may contact or consult with the Contractor to establish, review, and/or change policies and procedures at any time and without additional cost. Such may include, but is not limited to, consultation regarding the following:

1. Clinical documentation
2. Special situation adjustments and authority
3. Write-Offs
4. Compassionate Billing
5. Financial Hardship documentation processes
6. Discounts
7. Payment plans
8. Acceptance of credit card payments
9. Compliance activities
10. Medical record management
11. Quality Care Improvement policies
12. HIPAA Compliance Standards

ImageTrend acknowledges and agrees to this requirement.

ImageTrend has the ability to make changes to our policies and procedures upon written notification from our agencies. Throughout the course of your program your Revenue Services Account Manager will work with you in ways to optimize our collective processes and suggest changes as needed to maximize program efficiencies.

f. Technology Requirements

i. The Contractor shall provide all software and services associated with the billing and collection process, as described below:

1. The Contractor shall provide a comprehensive automated billing and collection system which will be compatible to County owned computer equipment and software, including the ImageTrend reporting systems. Beginning in 2012, ImageTrend set out to build a billing solution named Billing Bridge. This solution was developed to create a more user friendly software for ambulance billers compared to the other available systems in the industry. This architecture allows for the best possible end user experience along with a scalable and reliable backend storage and infrastructure. Enterprise-level servers and databases ensure the best available security and performance.

Billing Bridge created a seamless integration with ImageTrend's ePCR, Elite, and the ability to create workflows based on the provider's needs. The software is 5010 compliant for claim submissions to insurances. With the clearinghouse services incorporated directly into Billing Bridge, faster claim reconciliation and reimbursement is experienced. Insurance real time eligibility allowed accurate billing and a decrease in denials and claim rejections.

Billing Bridge was designed specifically for ambulance billing, and was built from the ground up with automation and improved workflows in mind. ImageTrend makes it quicker and easier to process collected data and submit claims for payment. Billing Bridge gives you invoicing, account management and reconciliation with reporting in one enterprise solution. Because billing starts at the patient's side, errors can be corrected early in the process to reduce rejections, get reimbursed sooner and improve your revenue stream. Web-based architecture means anytime, anywhere access without the cost and hassles of seat license.

Billing Bridge comes fully integrated with our clearinghouse vendor, Availity, which includes: electronic claim submission (837); electronic remittance advice (835); electronic paperwork claim attachments (PWK); eligibility verification; daily automated claim status inquiry; and real-time claim editing validation, without having to leave the Billing Bridge platform.

2. [The County will provide the Contractor access to detail patient account information through a secure connection and client software.](#)

ImageTrend complies with this requirement.

Included with Revenue Services is 24/7 access to our Billing Bridge platform. This software solution is used by ImageTrend staff members to complete all aspects of billing services on behalf of our clients.

3. [. The Contractor shall initiate the batch download of ePCR information daily, through a secure connection and the software provided, on the County ImageTrend system.](#)

ImageTrend has the ability to pull your ePCR data (that meets agreed upon requirements) directly from Elite as required. This frequency can be as quickly as every 10 minutes or on a daily basis. Utilizing ImageTrend's HIPAA compliant and secure bi-directional data exchange, we can setup the transfer of data behind the scenes without interaction from the County.

4. The Contractor shall provide a secure FTP transfer site (or equivalent service) for transmission of documents with the Contractor.

Included with the access to Billing Bridge is a secure location to send messages and attachments as needed. This allows for all patient health information (PHI) to remain secure and for our team to track items received from the provider.

5. The Contractor shall provide secure remote access for County authorized personnel to access online electronic data about each account and print reports by “query inquiry” for the duration of the contract. A file with one record for each patient shall be available and will, at a minimum, provide the following information:
 - a. FCEMS Incident Number
 - b. Date of Service
 - c. Patient Name
 - d. Patient Date of Birth
 - e. Patient Address
 - f. Insurance Information
 - g. Original Billing Amount
 - h. Amount Paid
 - i. Account Status
 - j. Billing Date
 - k. Last Activity Date
 - l. Any account history or notes during which the account has an open or active status

ImageTrend complies with this requirement.

Included with ImageTrend's Revenue Services is 24/7 access to our Billing Bridge platform. This software solution is used by ImageTrend staff members to complete all aspects of billing services on behalf of our clients. All requested information below is available at anytime by county representatives with appropriate permissions.

Below is a list of standard reports that the City will have access to 24/7, with appropriate permissions. These reports can be exported as a .CSV or .PDF and can be filtered to include transaction or activity dates.

Period Activity Summary - Displays the beginning A/R, charges and transactions with the ending A/R within the time period.	Transaction Non-Adjustments - Detailed; Details of the transaction changes that have a postdate within the specified date range.
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All Charges - Detailed - Details of all charge changes. Effectively giving the net changes within the date range.	Transaction Non-Adjustments - Detailed (with Patient); Details of the transaction changes that have a postdate within the specified date range.
All Charges - Detailed (with Patient) - Details of all charge changes. Effectively giving the net changes within the date range and patient name.	Transactions Posted - Summary; Summary of transaction changes that are not voids and that have a postdate within the specified date range.
All Charges - Summary - Summary of all charge changes. Effectively giving the net changes within the date range	Transactions Voided - Summary; Summary of transaction changes that are voids and that have a postdate within the specified date range.
Charge Adjustments - Detailed; Details of the charge changes that happened as an override after the invoice was posted.	Aging by Agency and Current Payer - Includes date ranges from 0-30 days and 180+ days.
Charge Adjustments - Detailed (with Patient); Details of the charge changes that happened as an override after the invoice was posted and patient name.	Number of Invoices Posted by User by Month - Number of invoices that have been posted by user within a month.
Charge Adjustments - Summary - Summary of the charge changes that happened as an override after the invoice was posted.	Number of Invoices Posted by User in Last 30 days - Number of invoices posted by User in Last 30 days.
Charge Non-Adjustments - Detailed; Details of the charges that were created while the invoice was in data entry and thus, are not overrides.	Days Since Last Transaction for Posted Invoices - Shows the number of days that have passed since the last transaction for the invoices that have been posted.
Charge Non-Adjustments - Detailed (with Patient); Details of the charges that were created while the invoice was in data entry and thus, are not overrides and patient name.	Days Since DOS for Data Entry Invoices - Shows the number of days that have passed since the date of service for invoices that are still in data entry status.
Charge Non-Adjustments - Summary; Summary of the charges that were created while the invoice was in data entry and thus, are not overrides.	Number of Invoices by Agency and Status - Number of invoices that exist by agency and for each of the Data Entry, Posted, Closed and Voided Status.
All Transactions - Detailed; Details of all the transaction changes. Essentially giving the net transactions for the date range	Number of Invoices by Month of Service - The number of invoices by agency for each month of service.
All Transactions - Summary; Summary of all the transaction changes. Essentially giving the net transactions for the date range	Invoice Details by DOS - Details about the posted and closed invoices with a date of service within the specified date range.
Transaction Adjustments - Detailed; Details of the transaction changes that have a postdate before the specified date range.	Invoice Summary by DOS - Summary about the posted and closed invoices with a date of service within the specified date range.
Transaction Adjustments - Detailed (with Patient); Details of the transaction changes that have a postdate before the specified date range.	Invoice Details by DOS (with Balance) - Details about the posted and closed invoices with a balance and date of service within the specified date range.

6. All information processing shall be HIPAA compliant.

ImageTrend acknowledges and agrees to this requirement.

g. Reporting Requirements

i. The Contractor must provide the County with a series of reports to show management and financial information. The following list of reports is the required minimum. Contractors may submit alternative reports for approval.

ImageTrend complies with this requirement.

Included with access to Billing Bridge is our standard reports page. This page allows our clients 24/7 access to over 40 industry standard reports that can be ran at any time with any date range required. These reports can be exported in .CSV or .PDF file format types. During implementation, your Revenue Services Account Manager will work with representatives from your team to customize your reporting requirements to your needs.

Billing Bridge includes a proprietary Report Writer, which allows ImageTrend's team the ability to create ad-hoc reports as required by our clients. Report Writer allows our team with the flexibility to generate transactional, analytical tabular and analytical chart reports as needed. These reports also have the ability to be scheduled and delivered to anyone within your organization.

ii. Daily Reports: The Contractor shall deliver to the County daily reports with a summary of all deposits completed within the previous business day.

ImageTrend complies with this requirement.

Included in the standard reports page is a report labeled "Transactions Posted - Summary". This is a summary of transaction changes that are not voids and that have a postdate within the specified date range.

iii. Weekly Reports: The Contractor shall deliver to the County weekly reports with a summary of all downloaded ePCR data retrieved from the EMS agencies. The report shall at a minimum include the FCEMS trip/incident number, date of service, patient name, and date imported. This report will need to be broken down into the respective ordering facilities.

ImageTrend acknowledges and agrees to this requirement.

During implementation your Revenue Services Account Manager will work with your team to determine the specific data fields required within this report and create the report within these specifications. This report can be scheduled and delivered on a frequency of your choosing.

iv. **Monthly Reports:** The Contractor shall deliver to the County, by the 10th of each month, management reports with a summary of all work completed during the previous month, a cumulative summary of accounts receivable for the year, and a cumulative summary of accounts receivable since contract start date. The reports need to be all inclusive of all EMS agencies, but also broken down into the respective ordering facilities. The reports shall include at a minimum, but not limited to, the following:

ImageTrend complies with this requirement. During implementation your Revenue Services Account Manager will work with your team to determine the specific data fields required within this report and create the report within these specifications. This report can be scheduled and delivered on a frequency of your choosing.

1. **Receipts/Revenues – Reflective of the previous month to date deposits/transactions as posted to patient accounts.**

ImageTrend complies with this requirement.

Within the standard reports page you'll have access to the All Transactions - Detailed report that provides details of all the transaction changes. Essentially giving the net transactions for the date range. This report can be ran anytime at your convenience.

2. **Collection Statistics – Gross billings by transport month (date of service) and the related adjustments, write-offs, and collections to date for that month.**

ImageTrend complies with this requirement.

Within the Standard Reports page, you will have access to the “Invoice Details by DOS (Date of Services)” report that provides details about the posted and closed invoices with a date of service within the specified date range. This report can be ran anytime at your convenience.

3. **Billings – Billings for each incident reported to the Contractor during the previous month, to include at a minimum, the date of service, incident number, patient number, patient name, and amount billed for each incident. Additionally, this report must summarize the monthly activity to provide the number and amount billed by service provided (BLS, ALS1, ALS2, Loaded Miles), payer type, and residency status.**

ImageTrend complies with this requirement.

During implementation your Revenue Services Account Manager will work with your team to determine the specific data fields required within this report and create the report within these specifications. This report can be scheduled and delivered on a frequency of your choosing.

4. **Adjustments and Write-Offs** – Adjustments and write-offs posted during the previous month, to include at a minimum the date of service, incident number, patient number, patient name, and adjustment amount for each incident. Additionally, this report must summarize the monthly activity to provide the number and amount adjusted by type and residency status.

ImageTrend complies with this requirement.

During implementation, your Revenue Services Account Manager will work with your team to determine the specific data fields required within this report and create the report within these specifications. This report can be scheduled and delivered on a frequency of your choosing.

5. **Accounts Receivable Aging Report**

ImageTrend complies with this requirement.

Within the standard reports page you will have access to the “Aging by Agency and Current Payer” report that includes date ranges from 0-30 days and 180+ days. This report can be ran anytime at your convenience.

6. **Insurance and Self-Pay Report**

ImageTrend complies with this requirement.

Within the standard reports page you will have access to the “Aging by Agency and Current Payer” report that provides summary about the posted and closed invoices with a date of service within the specified date range. This report can be ran anytime at your convenience.

7. **Other additional reports as requested by FCEMS**

ImageTrend complies with this requirement.

During implementation, your Revenue Services Account Manager will work with your team to determine the specific data fields required within your reporting report requirements and create the report within these specifications or provide the standard report that meets your needs.

h. Personnel Requirements

i. The Contractor shall at all times provide only experienced individuals with the expertise to provide the services denoted in this RFP document. The County reserves the right to request the removal of any Contractor's employees and/or agents from the County's account that, in the estimation of the County, are not suited to handle the responsibilities of the work assigned. Billing specialists with the Contractor are expected to have Certified Professional Coder (CPC) credentials or Certified Ambulance Coder(CAC) credentials.

ImageTrend acknowledges and agrees to this request. All of our Billing Specialists are certified annually through the National Academy of Ambulance Compliance (NAAC) and attend various online training sessions throughout the year. ImageTrend also ensures that our Billing Specialists are certified through NAAC.

ii. The Contractor shall make the County aware of significant personnel turnover and/or transitions in a timely manner.

ImageTrend acknowledges and complies with this requirement.

iii. The Contractor shall ensure during personnel turnover that dedication to services provided on the County account are maintained.

ImageTrend acknowledges and complies with this requirement.

i. Security and Disaster Recovery Plan

i. The Contractor must have a documented security and disaster recovery plan in place. The plan must include specific and detailed information regarding encryption of electronic data or otherwise securing data during transmission. The Contractor must describe its disaster recovery plan for the proposed system. The methods shall be able to preserve the integrity of applications and data and shall provide immediate system and data recovery with minimum downtimes to the application according to industry standards. The system shall include:

ImageTrend has developed and implemented a comprehensive security and disaster recovery plan. ImageTrend's overarching strategy for disaster planning is to:

- ✓ Maximize resiliency and redundancy
- ✓ Minimize special procedures and hard-to-remember processes
- ✓ Build failure tolerance into the architecture

ImageTrend's continuity planning emphasizes fault tolerance. Firewalls, switches, power supplies, electrical circuits, internet connectivity, application servers, database servers, storage servers and more are built in redundant groupings to allow individual failures without causing availability loss. ImageTrend uses a Hot-Hot offsite redundancy strategy to minimize time to recovery. Due to this architecture, "disaster recovery" procedures are almost entirely identical or slightly different

variants of existing, day-to-day practices which are well known and practiced. This minimizes confusion, training requirements, and uncertainty in a disaster scenario.

1. **Software Crash Tolerance – Server and client software shall maintain its integrity in case of power failures and abrupt shutdowns.**

ImageTrend has developed and implemented tolerances which contemplate and address power failures and abrupt shutdowns.

2. **Restart/Recovery – The system shall be capable of restart and recovery after system failure with no loss of data or software components.**

ImageTrend has developed and implemented restart and recovery mechanisms that maintain data and software integrity in the event of a required restart/recovery incident.

3. **File Protection – This feature shall provide the capability to limit the types of operations (e.g. read, write, delete) that can be performed by individual users on given data or program files.**

This functionality is available and configurable by the system administrator.

4. **Integrity Checking Feature – The system shall provide the capability of identifying the existence of program and/or system discrepancies.**

ImageTrend acknowledges and agrees to this requirement.

5. **Hardware Redundancy – Implementing backup drives and raid configurations for database, application, and network servers.**

ImageTrend acknowledges and agrees to this requirement.

j. Audit

- i. The Contractor shall provide the County a copy of their Report on a Description of a Service Organization's System and the Suitability of the Design and Operating Effectiveness of Controls as required under the AICPA, Statement on Standards for Attestation Engagements, No. 16 (SSAE No. 16) as completed by an independent auditing Contractor. The County will review the report to justify relevant internal controls over transactions as they relate to the County's internal control over financial reporting.

ImageTrend acknowledges and agrees to this requirement.

k. Payment for Services

- i. The Contractor shall submit its invoice for the services performed during the previous month on or before the 15th day of the following month. Payments to the Contractor shall be made within 45 days after the receipt of an approved invoice.

ImageTrend acknowledges and agrees to this requirement.

ii. Collectively as used herein the term “services” include all the requirements and provisions of this RFP related hereto, including without limitation Section 3 and 4 in their entirety.

ImageTrend acknowledges and agrees to this requirement.

c. A sufficient description of the experience and knowledge base of the Offeror to show the Offeror’s capabilities should be included in the proposal. At a minimum, the description of the experience and knowledge base of the Offeror included in the proposal should include, but not necessarily be limited to, the following:

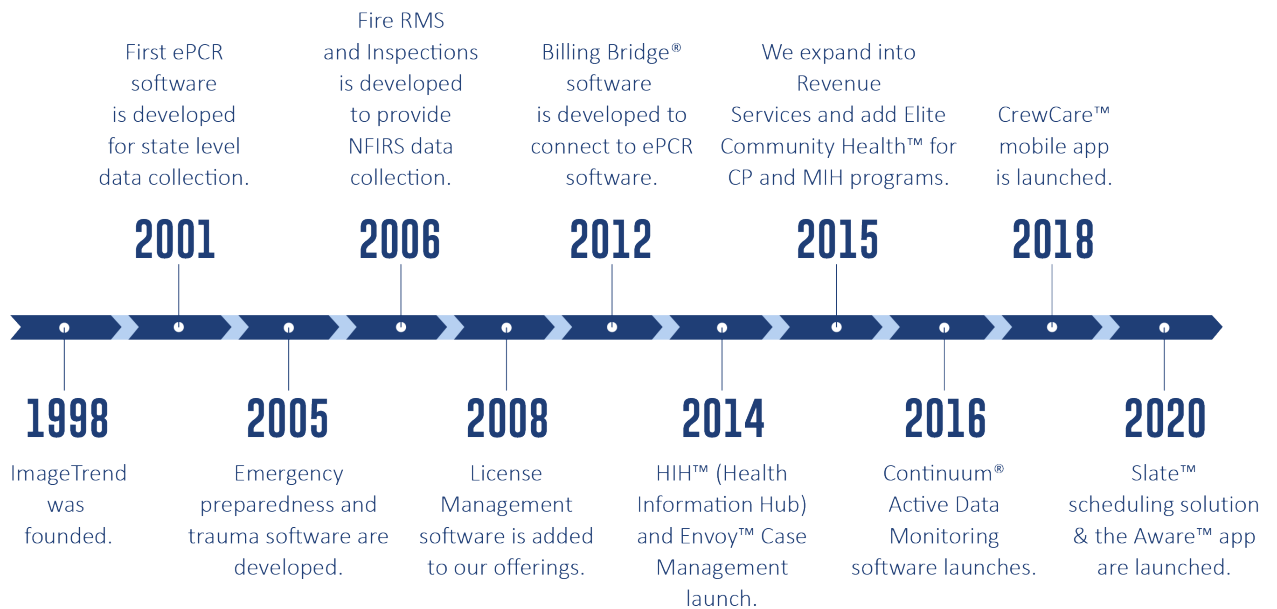
i. A brief description of the history and mission of the Offeror, including the Offeror’s background and mission statement, the length of time the Offeror has been in business, a description of the Offeror’s organizational structure and a description of the Offeror’s customer make-up;

ImageTrend was established in 1998 and remains a privately held corporation; we continue to be committed to serving our community. From the company’s humble beginnings, to our first state contract with Minnesota for ePCR data collection in 2001, to now being the largest provider of emergency services data collection, analysis and reporting solutions in the country, ImageTrend has never stopped being of service. Service is at the core of what we do every day. We currently have 194 employees at your service.



Over our 22 years in business, we have grown into numerous markets – billing, healthcare, emergency services, license management, and first responder mental health. While our market reach has grown, our focus on customer intimacy remains ever present. Close, nurturing relationships with our customers are where we thrive as an organization.

ImageTrend’s headquarters and sole office is in Lakeville, Minnesota. The company has an experienced and dedicated Executive Leadership Team that guides our organization, keeping us looking ahead and being of service to our communities.



ii. A statement of how long the Offeror has provided services similar to the Services requested herein;

In 2015, ImageTrend set out to provide better revenue services to our industry. With our commitment to excellence, adaptability and professionalism, ImageTrend is providing innovative billing solutions that focus on higher reimbursement and customer service.



Higher Reimbursement



Customer Service

With our focus on your revenue recovery, your focus can be on excellent patient care. Our revenue cycle management services are completely transparent; we give your team access to the very system that is processing your claims and recuperating your revenue. Your agency will be able to see your financial health in real time – aging reports, status of all invoices, charges billed out, payments received and other various financial reports are able to be built at your request.



Aging Reports



Invoice Status



Charges Billed Out



Payment Received

Now in 2020, ImageTrend's billing software, Billing Bridge®, is implemented in 30 states across the nation, and our Revenue Services Team is performing reimbursement for numerous clients.

With experienced support staff available by phone or email, our clients know it is never difficult to speak to our team. Along with availability, our staff believes in working with our customers in a kind, respectful manner. Our business model is committed to service, revenue recovery and transparency.

iii. A general description of the Offeror's experience and background in providing services similar to the Services requested herein;

ImageTrend provided a lengthy description of our experience and background in our response to Section i. on Page 47.

iv. Any other relevant information about the experience and knowledge base of the Offeror which is deemed to be material;

ImageTrend is not providing any further relevant information.

v. Resume of each key employee engaged in the services, including the roles of each and an overview of their previous experience with similar projects; and

ImageTrend provided the names and bios of key employees in our response to Section Qualifications on Page 8.

vi. Background Information including at minimum: most recent year's financials (prefer audited) and a disclosure of any past and pending litigation

Please see our confidential Audited Financial Statement in the Appendix of our proposal.

Pursuant to the VA Freedom of Information Act Sec. 2.2-3705.6, ImageTrend has identified and marked the attached financial documentation as Confidential, and respectfully requests that it be excluded from public disclosure. This marked document includes proprietary financial information being provided by ImageTrend (a private business) pursuant to the promise of confidentiality from a public body. Public disclosure of this information would cause substantial harm to ImageTrend.

ImageTrend has no litigation pending at this time. ImageTrend has never initiated a lawsuit but has been a named in the following lawsuits:

- Daniel Eastman v. ImageTrend, Inc. (Alleged wrongful termination by former employee; resolved via confidential settlement in 2019); and
- Verified Hiring, LLC v. ImageTrend, Inc. (Patent troll; resolved via confidential settlement in 2016).

d. Pricing Options- Include hourly and/or lump sum pricing for services and pricing of any optional services (with a clear indication that they are optional).

Summary of components included in our fee:

- ✓ All hardware and software required by ImageTrend personnel to accurately and efficiently perform Ambulance Billing Services for the District.

- ✓ All mailing forms, insurance forms, and envelopes necessary to perform all billing functions.
- ✓ Any postage necessary to provide mailings to patients, insurance companies, and/or third parties.
- ✓ Availability of a national toll free 800 number for patients, District personnel, insurance companies and third parties to call for information or discussion of account status.
- ✓ All related fees to our national consumer database Availity and Lexis Nexis searches for patient demographic information.
- ✓ All related fees to the electronic submission of claims.
- ✓ All related fees to hosting our Billing Bridge application.
- ✓ The bi-directional data exchange between Elite ePCR and Billing Bridge, to include all attachments and data storage.
- ✓ Ongoing hosting and data exchange between Billing Bridge and MyEMSCare to facilitate online payment and patient documentation needs.
- ✓ Ongoing review of ePCR documentation by qualified ImageTrend staff.
- ✓ Ongoing review and analysis of rates, policies, and procedures with District officials.
- ✓ Regular meetings for review of performance on a mutually-agreed upon schedule.
- ✓ All related fees associated with monthly updates to our software platform.

Cost Category	Fee
Professional Revenue Services; <i>Covers all costs outlined within this quote.</i> <i>*Client takes responsibility of depositing all non-ACH payments into a bank account held by the client. Client will ensure ImageTrend gets weekly deposit uploads for paper checks received by client. ImageTrend is responsible for posting all payment batches received by client to the appropriate account within Billing Bridge.</i>	4.50% Net Collections
MyEMSCare; Online patient payment and survey tool will be included with this quote. <i>*Transaction, processing and merchant fees will be responsibility of the client</i>	Included
Webinar Training Sessions – Two (2), 2 hour training sessions M-F during ImageTrend's standard business hours	Included
Account Management Services; <i>Included in ImageTrend's Revenue Cycle Management Solution is our Account Management option that provides our clients with a dedicated resource that is intimately familiar with your account and process. The Account Manager will reach out on a monthly basis to ensure that the District being kept abreast</i>	Included

<i>of their billing status and help interpret the nuances of the Pre-Hospital Medical Billing industry.</i>	
Elite Rescue SaaS	Included
Elite Rescue Auto-Export (FTP) Support/Hosting	Included
Elite Rescue CAD Integration Support	Included

e. Description of the typical assistance the Offeror will require of County staff.

Below is a list of client responsibilities that may be applicable for ambulance billing. Providing this information on each of the patient care reports allows ImageTrend to provide you with the best possible financial outcome.

EPCR Requirements

- ✓ Every patient must have the Insurance/Medicare Authorization form, signed by the patient or patient's representative.
- ✓ Every Medicare or Medicaid patient that is transported from hospital to hospital and hospital to nursing home/residence must have a Physician Certification Statement for transport completed by a doctor before the transport unless there is an acute emergency.

On Run Forms when applicable/available:

- ✓ The patient's name, address, phone number and social security number need to be documented on the proper form.
- ✓ Record location of patient pick-up and transport destination.
- ✓ Record all appropriate dispatch information (i.e. nature of call).
- ✓ Record all of patient's past history related to this emergency/non-emergency.
- ✓ Record all of patient's complaints related to this emergency/non-emergency.
- ✓ Complete a detailed narrative indicating the medical necessity for transport.
- ✓ Record the patient's date of birth.
- ✓ Record admitting/receiving doctor's name, both first and last.
- ✓ Obtain a copy of the hospital top/face sheet from the Emergency Department admit.
- ✓ Obtain all available insurance information, including complete hospital admit form copies of insurance cards are very helpful.
- ✓ Record the responsible party for all patients.
- ✓ Record all times accurately.
- ✓ Record odometer readings for loaded mileage.
- ✓ Record crew names, crew license levels and any specialty areas of expertise that are relevant to the patient care being provided.

- ✓ Have all crewmembers review the form for accuracy and completeness before leaving receiving facility. Crewmember signatures are required for all billable claims.
- ✓ Record reasons why transport by other means was contraindicated.
- ✓ Record reasons why the level of service was required (i.e. ALS assessment).
- ✓ Record patient's condition at the time of transport including chief complaint and provider primary impression.
- ✓ Record zip code at point of pickup.
- ✓ Obtain necessary Medicare and Medicaid waivers where appropriate, signed by patient or other appropriate person.

County of Fluvanna shall:

- ✓ Provide to ImageTrend only accurate, truthful and non-fraudulent information;
- ✓ Act at all times in accordance with all applicable law;
- ✓ Continue to administer and enter data into ePCR and all other systems, as well as enter appropriate data into the Billing Bridge system as instructed by ImageTrend;
- ✓ Make available to ImageTrend all materials and information ImageTrend finds necessary or helpful for ImageTrend to prepare claims;
- ✓ Maintain a relationship with, and collaborate with, a third party debt collection agency for any debt you wish pursued after ImageTrend has exhausted;
- ✓ Ensure that a copy of every check or payment made to the County is transmitted to ImageTrend, or if payment is made to a lockbox or similar service provider on behalf of the District, to ensure that the lockbox or similar service provider provides a copy of every check or payment made to your lockbox or similar service; or otherwise ensure that ImageTrend is made up to date on payment status resulting from processed claims in a timely fashion; and
- ✓ Adhere to all other terms and conditions outlined in the agreement resulting from this RFP.

CLIENT REFERENCES



ImageTrend, Inc. is proud to represent a number of clients; below are three of our clients that would be more than happy to discuss their experience with ImageTrend's Revenue Services.

ALBUQUERQUE FIRE DEPARTMENT, NM

Address:	11500 Sunset Gardens Rd. SW, Albuquerque, NM 87121
Contact Name/Title:	Nathaniel Meiser, Captain
Phone Number:	(505) 764-6332
Email address:	nmeisner@cabq.gov
Time Period:	2016 to present
Number of Transports:	1,000 per year



Reduction in
Accounts Receivable Time



48 hours
Claims Submission

**28
DAYS**

Average First Payment Rate

CITY OF SILOAM SPRINGS, AR

Address:	1450 Cheri Whitlock Dr., Siloam Springs, AR 72761-2009
Contact Name/Title:	Donny Jorgensen, Fire Chief
Phone Number:	(479) 524-3103
Email Address:	djorgensen@siloamsprings.com
Time Period:	2017 to present
Number of Transports:	2,500 per year



Collected < 90 Days



Self-Pay Collected < 90 Days



Current Rate of Reimbursement

WATERTOWN FIRE AND RESCUE, SD

Address:	129 1st Ave. NW, Watertown, SD 57201
Contact Name/Title:	Don Rowland, Deputy Chief
Phone Number:	(605) 882-5030
Email Address:	drowland@watertownsd.us
Time Period:	2018 to present
Number of Transports:	2,500 per year



Net Collections



Clean Claims Rate

Initial Payment Within

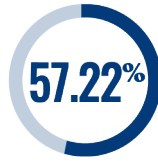
**22
DAYS**

TRI-CREEK EMS, IN

Address:	1331 E. Commercial Ave., Lowell IN 46356
Contact Name:	Cory Wietbrock
Title:	Billing Chief
Phone Number:	(219) 808-4437
Email Address:	cwietbrock6782@gmail.com
Time Period:	2018 to present
Number of Transports	2,500 per year



Net Collections



Gross Collections

Initial Payment Within

**17
DAYS**

REAGAN COUNTY FIRE & EMS, TX

Address:	207 N. Plaza Ave., Big Lake, TX 76932
Contact Name:	Elizabeth Young
Title:	Billing Manager
Phone Number:	(325) 884-3650
Email Address:	elizabeth.young@reagancounty.org
Time Period:	2018 to present
Number of Transports	1,000 per year



“Working with Megan and the ImageTrend team has been a great experience. She is very knowledgeable and understanding in answering all of our questions.

- Elizabeth Young, EMS Captain/AEMT/CACO/CAPO

GOFFSTOWN FIRE DEPARTMENT


Contact:	Brian H. Allard
Title:	Chief of Department
Address:	18 Church St., Goffstown, NH 02045
Phone Number:	(603) 497-3619 (ex. 501)
Email:	brian.allard@goffstownnh.gov
Time Period:	2018 to present
Number of Transports:	2,000 per year



"We have seen a positive improvement in our EMS revenue since transitioning to ImageTrend. In addition, the communication between ImageTrend's staff and all of our functional areas has been outstanding. The ability to have our EMS revenue data at my fingertips is a powerful tool as a Fire Chief."

- Brian H. Allard, Chief of Department

APPENDIX

- 
1. Certification of Non-Collusion Form
 2. Offeror Statement Form
 3. Proof of Authority to Transact Business in Virginia Form
 4. Vendor Data Sheet Form
 5. Sample Reports
 6. Sample Letters
 7. Customizable Statements
 8. Confidential Audited Financial Statement

CERTIFICATION OF NO COLLUSION

The undersigned, acting on behalf of ImageTrend, Inc., does hereby certify in connection with the procurement and proposal to which this Certificate of No Collusion is attached that:

This bid is not the result of, or affected by, any act of collusion with another person engaged in the same line of business or commerce; nor is this bid the result of, or affected by, any act of fraud punishable under Article 1.1 of Chapter 12 of Title 18.1 of the Code of Virginia, 1950, as amended (18.2-498.1 et seq.).

Respectfully submitted this 23rd day of July, 2020.

Complete if Bidder is an Entity:

WITNESS the following duly authorized signature and seal:

Name of Entity: ImageTrend, Inc.

By: [Signature] (SEAL)

Signature

Print Name: Joseph T. Graw

Print Title: President & COO

STATE OF Minnesota

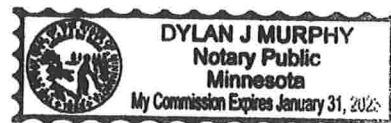
COUNTY/CITY OF Dakota, to-wit:

The foregoing instrument was acknowledged before me this 22nd day of July (month), 2020 (year) by Joseph T. Graw (Print Name), President & COO (Print Title) on behalf of ImageTrend, Inc. (Name of Entity).

[Signature] [SEAL]
Notary Public

My commission expires: 1-31-23

Notary registration number: -

**Complete if Bidder is a Sole Proprietor:**

Witness the following signature and seal:

(SEAL)

Signature

Print Name: _____

STATE OF _____

COUNTY/CITY OF _____, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____ (month), _____ (year) by _____ (Print Name), a sole proprietor.

[SEAL]

Notary Public

My commission expires: _____

Notary registration number: _____

PLEASE RETURN THIS PAGE WITH BID SUBMISSION - [REQUIRED]

OFFEROR STATEMENT

The undersigned Bidder/Offeror (hereinafter "Bidder") hereby certifies that the Bidder has carefully examined all instructions, plans, conditions, specifications and other documents or items of this Invitation for Bid or Request for Proposals and hereby submits this bid/proposal pursuant to such instructions, plans, conditions, specifications and other documents or items. By submitting a bid/proposal, the Bidder covenants and agrees that he has satisfied himself, from his own investigation of conditions to be met, that he fully understands his obligation and that he will not make any claim for, or have right to cancellation or relief from the resulting contract because of any misunderstanding or lack of information; Certifies and warrants that the Bidder is properly licensed to provide the goods/services specified in the Request for Proposal and has the appropriate License or Certificate and classification(s) required to perform the work included in the scope of the proposal documents, prior to submitting the proposal, in accordance with Title 54.1, Chapter 11 of the Code of Virginia. If an Bidder shall fail to obtain the required license prior to submission of his proposal, he shall be deemed to be in violation of § 54.1-1115 of the Code of Virginia (1950), as amended, and his proposal will not be considered; Bidder further agrees that conditions herein have been carefully read and this proposal is submitted subject to all requirements stated herein. The undersigned hereby acknowledges and agrees, if this proposal is accepted, to furnish all services agreed upon in strict accordance with the contract.

Complete if Bidder is an Entity: WITNESS the following duly authorized signature and seal:

Name of Entity: ImageTrend, Inc.

By: [Signature] (SEAL)

Signature

Print Name: Joseph T. Graw

Print Title: President & COO

STATE OF Minnesota

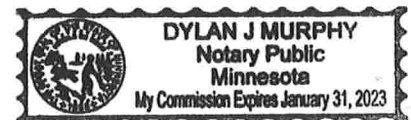
COUNTY/CITY OF Dakota, to-wit:

The foregoing instrument was acknowledged before me this 22nd day of July (month), 2020 (year) by Joseph T. Graw (Print Name), President & COO (Print Title) on behalf of ImageTrend, Inc. (Name of Entity).

[Signature] [SEAL]
Notary Public

My commission expires: 1-31-23

Notary registration number: —



Complete if Bidder is a Sole Proprietor: Witness the following signature and seal:

(SEAL)

Signature

Print Name: _____

STATE OF _____

COUNTY/CITY OF _____, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____ (month), _____ (year) by _____ (Print Name), a sole proprietor.

[SEAL]
Notary Public

My commission expires: _____

Notary registration number: _____

PLEASE RETURN THIS PAGE WITH BID SUBMISSION - [REQUIRED]

PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

THIS FORM MUST BE SUBMITTED WITH YOUR PROPOSAL/BID. FAILURE TO INCLUDE THIS FORM MAY RESULT
IN REJECTION OF YOUR PROPOSAL/BID

Pursuant to Virginia Code §2.2-4311.2, an Offeror/Bidder organized or authorized to transact business in The Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its proposal/bid the identification number issued to it by the State Corporation Commission ("SCC"). Any Offeror/Bidder that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its proposal/bid a statement describing why the Offeror/Bidder is not required to be so authorized. Any Offeror/Bidder described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the County Administrator, as applicable. If this quote for goods or services is accepted by the County of Fluvanna, Virginia, the undersigned agrees that the requirements of the Code of Virginia Section 2.2-4311.2 have been met.

Please complete the following by checking the appropriate line that applies and providing the requested information. **PLEASE NOTE: The SCC number is NOT your federal ID number or business license number.**

A. ____ Offeror/Bidder is a Virginia business entity organized and authorized to transact business in Virginia by the SCC and such vendor's Identification Number issued to it by the SCC is _____.

B. X Offeror/Bidder is an out-of-state (foreign) business entity that is authorized to transact business in Virginia by the SCC and such vendor's Identification Number issued to it by the SCC is F1789611.

C. ____ Offeror/Bidder does not have an Identification Number issued to it by the SCC and such vendor is not required to be authorized to transact business in Virginia by the SCC for the following reason(s):

Please attach additional sheets if you need to explain why such Offeror/Bidder is not required to be authorized to transact business in Virginia.

Legal Name of Company (as listed on W-9) ImageTrend, Inc.

Legal Name of Offeror/Bidder ImageTrend, Inc.

Date 7/23/2020

Authorized Signature  _____

Print or Type Name and Title Joseph T. Graw President & COO

PLEASE RETURN THIS PAGE WITH BID SUBMISSION – [REQUIRED]

VENDOR DATA SHEET

Note: The following information is required as part of your response to this solicitation. Failure to complete and provide this sheet may result in finding your bid nonresponsive.

1. Qualification: The vendor must have the capability and capacity in all respects to satisfy fully all of the contractual requirements.

2. Vendor's Primary Contact:

Name: Sherri Leflay Phone: 952-469-1589

3. Years in Business: Indicate the length of time you have been in business providing this type of good or service:
5 Years Months

4. Vendor Information:

FIN or FEI Number: 41-1903871 If Company, Corporation, or Partnership

5. Indicate below a listing of at least four (4) current or recent accounts, either commercial or governmental, that your company is servicing, has serviced, or has provided similar goods. Include the length of service and the name, address, and telephone number of the point of contact.

Company: Albuquerque Fire Department, NM	Contact: Nathaniel Meiser; Captain
Phone: 505-764-6332	Email: nmeisner@cabq.gov
Dates of Service: 2016 - Present	\$\$ Value: Varies as it is a % of Net Collections

Company: City of Siloam Springs, AR	Contact: Donny Jorgensen; Fire Chief
Phone: 479-524-3103	Email: djorgensen@siloamsprings.com
Dates of Service: 2017 to Present	\$\$ Value: Varies as it is a % of Net Collections

Company: Watertown Fire and Rescue, SD	Contact: Don Rowland; Deputy Chief
Phone: 605-882-5030	Email: drowland@watertownsd.us
Dates of Service: 2018 to present	\$\$ Value: Varies as it is a % of Net Collections

Company: Tri-Creek EMS, IN	Contact: Cory Wietbrock
Phone: 219-808-4437	Email: cwietbrock6782@gmail.com
Dates of Service: 2018 to Present	\$\$ Value: Varies as it is a % of Net Collections

I certify the accuracy of this information.

Signed:  Title: Joseph T. Graw

Date: 7/28/2020

PLEASE RETURN THIS PAGE WITH BID SUBMISSION – [REQUIRED]

Aging by Agency and Current Payer

Current Payer Financial Class	Current Payer Name	0 to 30 Days	31 to 60 Days	61 to 90 Days	91 to 120 Days	121 to 150 Days	151 to 180 Days	181+ Days	Payer Total
Lakeville Ambulance									
Blue Cross	BLUE CROSS CCS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,440.00	\$1,440.00
Blue Cross	BLUE CROSS OF MINNESOTA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$95.04)	(\$95.04)
Commercial	AETNA AFFORDABLE HEALTH CHOICE	\$1,380.00	\$0.00	\$0.00	\$0.00	\$870.36	\$0.00	\$2,530.61	\$4,780.97
Commercial	PARTNERS NATIONAL HEALTH PLAN	\$713.69	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,395.90	\$5,109.59
Commercial	PROGRESSIVE INS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$550.00)	(\$550.00)
Commercial	UNITED HEALTHCARE INDEMNITY	\$1,620.00	\$1,180.00	\$1,702.00	\$0.00	\$0.00	\$5,500.00	\$8,593.39	\$18,595.39
Health Partners	CIGNA BEHAVIORAL HEALTH MH	\$0.00	\$0.00	\$0.00	\$1,000.00	\$0.00	\$1,410.00	\$8,802.01	\$11,212.01
Health Partners	CIGNA HP	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$886.93)	(\$886.93)
Medica	MEDICA ADVANTAGE PLAN	\$617.40	\$2,070.00	\$0.00	\$0.00	\$4,618.39	\$515.78	\$11,482.46	\$19,304.03
Medica	MEDICA CHOICE	\$0.00	\$0.00	\$0.00	(\$1,498.99)	\$0.00	\$0.00	\$0.00	(\$1,498.99)
Medicaid	MEDICAID	\$2,389.34	\$0.00	\$0.00	\$0.00	(\$5,321.65)	(\$3,339.40)	(\$6,998.42)	(\$13,270.13)
Medicaid	MEDICAID CALIFORNIA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$54.93)	(\$54.93)
Medicare Part B	MEDICARE	\$0.00	\$0.00	\$0.00	(\$611.45)	(\$2,534.41)	(\$1,076.73)	(\$22,921.69)	(\$27,144.28)
Medicare Part B	MEDICARE PART B	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,290.00	\$1,290.00
Medicare Replacement	BLUE CROSS ANTHEM MR WI	\$6,658.97	\$0.00	\$982.77	(\$1,009.91)	\$27.26	\$1,707.41	\$6,527.25	\$14,893.75
Medicare Replacement	BLUE CROSS MEDICARE BLUE MR	\$0.00	\$0.00	\$0.00	\$307.91	\$2,613.88	\$1,347.00	(\$1,300.00)	\$2,968.79
Other HMO/PPO	CIGNA GREAT WEST HEALTH PPO	\$0.00	\$2,208.00	\$0.00	\$1,384.75	\$0.00	\$0.00	\$734.06	\$4,326.81
Preferred One	PREFERRED ONE ADMIN SERVICES	\$0.00	\$0.00	\$0.00	\$427.52	\$0.00	\$1,410.00	\$8,408.21	\$10,245.73
Select Care	UHC UNITED HEALTH INTEGRATED SVCS	\$0.00	\$0.00	\$0.00	\$755.07	\$826.84	\$916.48	\$1,177.03	\$3,675.42
Self Pay	Self Pay	\$11,190.00	\$15,930.00	\$0.00	\$0.00	\$760.00	\$0.00	\$80.00	\$27,960.00
Total									\$82,302.19
Grand Total									\$82,302.19

Invoice Summary by DOS

Primary Payer Name	Number of Invoices	Charges	Payments	Adjustments	Refunds	Revenue	Write-Offs	Other Transactions	All Transactions	Balance
Lakeville Ambulance										
AETNA AFFORDABLE HEALTH CHOICE	13	\$18,320.00	\$15,927.81	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$15,927.81	\$2,392.19
BLUE CROSS ANTHEM MR WI	38	\$67,705.00	\$53,516.12	\$0.00	\$0.00	\$0.00	\$751.98	\$0.00	\$54,268.10	\$13,436.90
BLUE CROSS CCS	6	\$7,010.00	\$5,570.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,570.00	\$1,440.00
BLUE CROSS MEDICARE BLUE MR	18	\$33,475.00	\$28,106.21	\$1,100.00	\$0.00	\$0.00	\$0.00	\$0.00	\$29,206.21	\$4,268.79
BLUE CROSS MH	1	\$1,530.00	\$1,530.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,530.00	\$0.00
BLUE CROSS OF MINNESOTA	5	\$8,424.00	\$8,029.04	\$490.00	\$0.00	\$0.00	\$0.00	\$0.00	\$8,519.04	(\$95.04)
CIGNA BEHAVIORAL HEALTH MH	13	\$20,940.00	\$13,045.70	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$13,045.70	\$7,894.30
CIGNA GREAT WEST HEALTH PPO	2	\$3,738.00	\$145.25	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$145.25	\$3,592.75
MEDICA ADVANTAGE PLAN	26	\$34,180.00	\$16,421.93	\$0.00	\$0.00	\$0.00	\$770.15	\$0.00	\$17,192.08	\$16,987.92
MEDICAID	14	\$18,760.00	\$25,918.02	\$0.00	\$0.00	\$0.00	\$204.71	\$0.00	\$26,122.73	(\$7,362.73)
MEDICARE	32	\$41,590.00	\$62,881.82	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$62,881.82	(\$21,291.82)
PARTNERS NATIONAL HEALTH PLAN	16	\$23,460.00	\$18,468.40	\$0.00	\$0.00	\$0.00	\$700.00	\$0.00	\$19,168.40	\$4,291.60
PARTNERSHIP HEALTH PLAN INC	1	\$1,380.00	\$1,380.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,380.00	\$0.00
PREFERRED ONE ADMIN SERVICES	18	\$23,360.00	\$15,816.09	\$0.00	\$0.00	\$0.00	\$1,090.20	\$0.00	\$16,906.29	\$6,453.71
Self Pay	27	\$38,260.00	\$11,140.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$11,140.00	\$27,120.00
UHC UNITED HEALTH INTEGRATED SVCS	7	\$11,350.00	\$8,267.54	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$8,267.54	\$3,082.46
UNITED HEALTHCARE INDEMNITY	27	\$34,262.00	\$19,148.87	\$1,100.00	\$0.00	\$0.00	\$318.13	\$0.00	\$20,567.00	\$13,695.00
Total	264	\$387,744.00	\$305,312.80	\$2,690.00	\$0.00	\$0.00	\$3,835.17	\$0.00	\$311,837.97	\$75,906.03
Grand Total	264	\$387,744.00	\$305,312.80	\$2,690.00	\$0.00	\$0.00	\$3,835.17	\$0.00	\$311,837.97	\$75,906.03

All Transactions - Summary

Transaction Payer Financial Class Name	Transaction Payer Name	Transaction Type Category	Total Transactions
Lakeville Ambulance			
Blue Cross	BLUE CROSS CCS	Payment	\$5,570.00
Blue Cross	BLUE CROSS OF MINNESOTA	Adjustment	\$490.00
Blue Cross	BLUE CROSS OF MINNESOTA	Payment	\$8,029.04
Commercial	AETNA AFFORDABLE HEALTH CHOICE	Payment	\$12,756.55
Commercial	BLUE CROSS MH	Payment	\$1,530.00
Commercial	PARTNERS NATIONAL HEALTH PLAN	Payment	\$10,903.68
Commercial	PARTNERS NATIONAL HEALTH PLAN	Write-Off	\$700.00
Commercial	UNITED HEALTHCARE INDEMNITY	Payment	\$11,095.98
Commercial	UNITED HEALTHCARE INDEMNITY	Write-Off	\$318.13
Health Partners	CIGNA BEHAVIORAL HEALTH MH	Payment	\$5,539.45
Medica	MEDICA ADVANTAGE PLAN	Payment	\$10,132.24
Medica	MEDICA ADVANTAGE PLAN	Write-Off	\$770.15
Medica	MEDICA CHOICE	Payment	\$998.15
Medicaid	MEDICAID	Payment	\$25,918.02
Medicaid	MEDICAID	Write-Off	\$204.71
Medicaid	MEDICAID CALIFORNIA	Payment	(\$610.00)
Medicare Part B	MEDICARE	Payment	\$63,566.90
Medicare Part B	MEDICARE PART B	Payment	(\$1,290.00)
Medicare Replacement	BLUE CROSS ANTHEM MR WI	Payment	\$36,903.13
Medicare Replacement	BLUE CROSS ANTHEM MR WI	Write-Off	\$751.98
Medicare Replacement	BLUE CROSS MEDICARE BLUE MR	Adjustment	\$0.00
Medicare Replacement	BLUE CROSS MEDICARE BLUE MR	Payment	\$21,410.96
Other HMO/PPO	CIGNA GREAT WEST HEALTH PPO	Payment	\$145.25
PMAP	PARTNERSHIP HEALTH PLAN INC	Payment	\$1,380.00
Preferred One	PREFERRED ONE ADMIN SERVICES	Payment	\$10,613.45
Preferred One	PREFERRED ONE ADMIN SERVICES	Write-Off	\$1,090.20
Select Care	AETNA MERITAIN HEALTH	Payment	\$444.34
Select Care	UHC UNITED HEALTH INTEGRATED SVCS	Payment	\$8,927.54
Self Pay	Self Pay	Adjustment	\$2,600.00
Self Pay	Self Pay	Payment	\$64,788.04
Self Pay	Self Pay	Write-Off	\$0.00
Total			\$305,677.89

Transaction Payer Financial Class Name	Transaction Payer Name	Transaction Type Category	Total Transactions
Grand Total			\$305,677.89

August 30, 2018



James Lang Sr.
14 Icenic Trail E
APT 2
Lakeville, MN 55044-9599

City of Siloam Springs
P.O. Box 80
Siloam Springs, AR 72761-0080

DOS: February 02, 2002

Invoice #: IT001022

Dear James Tiberius Lang Jr.,

City of Siloam Springs is in the process of filing a claim to your insurance company for payment of your ambulance bill. However, when you were transported, the necessary authorization was not obtained for our records. Without a signed authorization, we are unable to complete the process for submitting a claim to your insurance company.

AUTHORIZATION FOR ASSIGNMENT OF BENEFITS and RELATED RELEASE OF INFORMATION

I request payment of authorized benefits directly to City of Siloam Springs for services furnished to me by City of Siloam Springs. I also authorize the release of medical and other information related to such services to Medicare, Medicaid, my insurance company, HMO, or other third party payers, or their third party administrators, in order to process and pay claims, determine benefits, and perform quality of care reviews. I understand that I will be responsible for any services that are not paid/covered by my insurance. A copy of this authorization shall be valid as the original. This authorization shall remain in effect until revoked in writing by the patient/insured. If the patient is deceased or unable to sign, a signature by the next of kin or a legal representative will be sufficient.

Medicare ID (if applicable): _____

Signature _____ **Date** _____

Patient, or if Patient is unable to sign, a Representative of the Patient

THE PATIENT FOR WHOM I AM SIGNING HAS A PERMANENT MENTAL OR PHYSICAL INCAPACITATION
____ YES ____ NO

Relationship _____ Reason Patient is Unable to Sign _____

Representative's Address _____

Sincerely,
City of Siloam Springs
Customer Service Hours: Monday – Friday 8:00am - 4:30pm CST
Phone: 1-833-469-7789, Fax: 952-985-5671

August 30, 2018



James Lang Sr.
14 Icenic Trail E
APT 2
Lakeville, MN 55044-9599

Watertown Ambulance
PO Box 910
Watertown, SD 57201-0910

DOS: February 02, 2002
Invoice #: IT001022

Dear James Tiberius Lang Jr.,

Our records indicate that this ambulance transport was provided to you by Watertown Ambulance on February 02, 2002 . Please provide the following information, so the ambulance claim for James Tiberius Lang Jr. may be processed correctly. Your immediate response is greatly appreciated. **A copy of your insurance card(s) is preferred when returning this request form.**

Health Insurance Co. Name _____

Ins. Address _____

City/State/Zip _____ Phone # _____

Name of Insured _____ Date of Birth _____

Member # _____ Group# _____

Medicare # _____ Medicaid # _____

Sincerely,
Watertown Ambulance
C/O Billing Services
20855 Kensington Blvd.
Lakeville, MN 55044

Customer Service: Monday – Friday 8:00am - 4:30pm CST
Phone: 1-833-469-7789, Fax: 952-985-5671

MEDICARE PATIENTS PLEASE SEE REVERSE SIDE FOR AUTHORIZATION

If you have Medicare, Watertown Ambulance will require the below authorization for their records. Without a signed authorization, we are unable to complete the process for submitting a claim to your insurance company.

AUTHORIZATION FOR ASSIGNMENT OF BENEFITS and RELATED RELEASE OF INFORMATION

I request payment of authorized benefits directly to Watertown Ambulance for services furnished to me by Watertown Ambulance . I also authorize the release of medical and other information related to such services to Medicare, Medicaid, my insurance company, HMO, or other third party payers, or their third party administrators, in order to process and pay claims, determine benefits , and perform quality of care reviews. I understand that I will be responsible for any services that are not paid/covered by my insurance. A copy of this authorization shall be valid as the original. This authorization shall remain in effect until revoked in writing by the patient/insured. If the patient is deceased or unable to sign, a signature by the next of kin or a legal representative will be sufficient.

Signature _____ **Date** _____

Patient, or if Patient is unable to sign, a Representative of the Patient

THE PATIENT FOR WHOM I AM SIGNING HAS A PERMANENT MENTAL OR PHYSICAL INCAPACITATION

_____ YES _____ NO

Relationship _____ Reason Patient is Unable to Sign _____

Representative's Address _____

Sincerely,
Watertown Ambulance
C/O Billing Services
20855 Kensington Blvd.
Lakeville, MN 55044

Customer Service: Monday – Friday 8:00am - 4:30pm CST
Phone: 1-833-469-7789, Fax: 952-985-5671

CONFIGURABLE STATEMENTS

All forms and patient communication have the ability to be customized to meet your individual needs, not only by type, but by also aging of forms can be customized as well. All statements can include a Notice of Privacy Practices upon client request.

Below is our standard customizable statement, which outlines the various options for customizing statements to meet your needs. During the implementation, formation and design phase, our Account Manager will work with your team to identify and update all statements (based on payer aging) to meet your needs.

ImageTrend
ImageTrend Services
20855 Kensington Blvd, Suite 100, Lakeville, MN 55044-1234
(612) 469-1589
image@imgtrend.com

ACCOUNT # 001182 STATEMENT DATE 02/14/2019 AMOUNT DUE \$604.91
IF PAYING BY CREDIT CARD, FILL OUT BELOW
CARD NUMBER Exp. Date (Month/Year) Cardholder Name (Printed)
EXP. DATE CARD CODE AMOUNT
CARD TYPE

PLEASE REMIT TO:
ADDRESS: ELEANOR RIGBY 20855 KENSINGTON BLVD LAKEVILLE, MN 55044
IMAGE TREND SERVICES PO BOX 1234 LAKEVILLE, MN 55044-1234

STATEMENT

Invoice	Date	Description	Charges	Payments/Adjustments	Payment Responsibility	Balance
114294	01/23/2019	Service Provided by ImageTrend Services Patient: Eleanor Rigby Transported from Scene of accident or acute event Transported to Hospital Currently billing BLUE CROSS MEDICARE BLUE (M) as of 01/06/2018 (A020) Advanced Life Support, Level 1 (ALS 1) (A0425) Ground Mileage (Emergency) 01/23/2018 BLUE CROSS MEDICARE BLUE MR	\$1,200.00 \$30.00	Payment COYS* Payment PROSP*	\$616.70 \$8.30 \$21.61	\$563.30 \$21.61 \$584.91
Current 30-60 Days 61-90 Days 91-120 Days Over 120 Days			Amount Due			
\$0.00 \$0.00 \$0.00 \$0.00 \$604.91			Outstanding Balance: \$604.91 Total Due: \$604.91			

100% Confidential: This is a Confidential Communication. The patient consented to the release of this information for the purpose of payment. This consent may be subject to subsequent pages. Patient to patient subject. (See website Group web site)

Message:
For billing questions or to make a payment, please contact our office at 952-469-1589 or 1-888-469-7789.
Our customer service hours are Monday through Friday from 8:00am to 4:30pm.

STATEMENT DATE 02/14/2019 STATEMENT COVERED PERIOD 01/01/2018 - 01/31/2019 PAGE 1 of 1

IF YOUR INFORMATION HAS CHANGED SINCE YOUR LAST STATEMENT, PLEASE INDICATE ...
ABOUT YOUR INSURANCE:
YOUR PRIMARY INSURANCE COMPANY'S NAME: EFFECTIVE DATE: _____
PRIMARY INSURANCE COMPANY'S ADDRESS: TELEPHONE: () _____
STATE: ZIP: CITY: STATE: ZIP: _____
POLICY HOLDER'S ID NUMBER: GROUP PLAN NUMBER: _____
YOUR SECONDARY INSURANCE COMPANY'S NAME: EFFECTIVE DATE: _____
SECONDARY INSURANCE COMPANY'S ADDRESS: TELEPHONE: () _____
STATE: ZIP: CITY: STATE: ZIP: _____
POLICY HOLDER'S ID NUMBER: GROUP PLAN NUMBER: _____

IF you have health insurance that may cover this claim please complete the section below entitled "Assignment of Claim and Authorization" and return to the provided envelope. If the insurance company will send payment directly to "Company Name", we will file your insurance claim.
You may be responsible for the payment and all deductibles, co-payments, balances, or denied claims as allowed under applicable State and Federal statutes.
LIFETIME ASSIGNMENT OF CLAIM AND AUTHORIZATION - PROVIDER INSURANCE INFORMATION
I request that payment of authorized Medicare, Medicaid and/or commercial insurance benefits be made either to me or on my behalf to "Company Name" for any services furnished to me by that supplier. I authorize any holder of hospital or medical information about me to release to the Health Care Financing Administration and its billing agents and carriers as well as to "Company Name" any information or documentation needed to determine these benefits or the benefits payable for related services. I agree to immediately remit any payments that I receive directly from insurance or any source whatsoever for the services provided to me, and assign all rights to such payments to "Company Name". I authorize "Company Name" to accept payment denials or other adverse decisions on my behalf without further authorization. I understand that this authorization may be used by the supplier for all services now, in the past, and in the future until such time as I revise this authorization in writing. A copy of this form is as valid as an original.

Signature: *Eleanor Rigby* Date: 11/28/2018

Customize Credit Card Types

Columns to Clearly State Charges, Adjustments, Responsibilities and Balance

Your Logo and Contact Information Here

USPS Bar Coding

Custom Descriptions

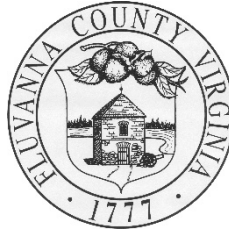
Aging

Customizable Messaging

Customizable Back Page

Figure. The above highlights the form's customization capabilities.

Proprietary information has been removed pursuant to § 2.2-3705.6. Exclusions to application of chapter; proprietary records and trade secrets.



COUNTY OF FLUVANNA, VIRGINIA
Request for Proposals (RFP) #2021-01
BILLING SERVICES FOR EMERGENCY TRANSPORTATION

ADDENDUM # 1:

Reference – Request for Proposal: RFP #2021-01
 Title of Request for Proposal: BILLING SERVICES FOR EMERGENCY TRANSPORTATION
 Issue Date: July 22, 2020
 Bid Due Date and Time: August 4, 2020 at 2 p.m. EST

The above RFP #2020-01 is hereby amended and modified as follows:

1. Page 1, Due Date shall be changed to “August 4, 2020 @ 2:00 p.m. local prevailing time”; Section 4.a.iv shall be changed to read:

Due Date: *Sealed copies of the proposal must be received by the Purchasing Officer no later than 2:00 p.m. EST on August 4, 2020.*

2. The following are clarifications from questions received:
 - a. Please provide 2019 contractual adjustments and write-offs.
 - i. Total write-off \$85,876.09
 - b. Deposit criteria? (Will paper payments come into client for deposit or will ImageTrend deposit payments on behalf of client, is a lockbox required?
 - i. Some payments do come directly to the County. However, the majority goes to the billing company. Yes, lockbox is required.
 - c. Do all agencies consisting of Fluvanna Rescue Squad, Inc. fall under the same NPI or does each agency have a separate NPI?
 - i. Fluvanna Rescue and Lake Monticello have different NPI Numbers
 - d. Who is your current EMS billing vendor? What is their commission rate? Are you satisfied with their performance?
 - i. EMS|MC
 - e. For the last completed fiscal year, please provide the following information:
 - i. Total billable volume (count) by service line item
 1. BLS-EM A0429 **55.9%**
 2. BLS-NE A0428 **0.0%**
 3. ALS-EM A0427 **41.7%**
 4. ALS -NE A0426 **0.0%**
 5. ALS2-EM A0433 **2.4%**
 6. ALS A0432 **41.7%**
 7. SCT 0%

- f. For the last completed fiscal year, please provide the following financial information:
 - i. What was your total Gross Charges (\$)?
 - 1. \$1,363,368.31
 - ii. What was your total Collections or Deposits (\$)?
 - 1. \$651,974.58
 - iii. What was your average Cash Per Transport or Revenue/Deposits Per Transport?
 - 1. \$430
 - iv. What was your average collection rate?
 - 1. 73%
 - v. Total Gross Charges (\$) by Payer Classification
 - 1. Medicare \$559,633.30
 - 2. Medicaid \$33,060.11
 - 3. Commercial Insurance \$573,882.20
 - 4. Bill Patient/Self-Pay \$196,792.70
- g. Total Net Collections (\$) by Payer Classification
 - 1. Medicare \$342,989.96
 - 2. Medicaid \$7,081.43
 - 3. Commercial Insurance \$289,667.01
 - 4. Bill Patient/Self-Pay \$12,236.18
- h. Total Discounts and Write-off (\$) by Payer Classification
 - i. Medicare
 - 1. Write-off \$5,138.39
 - ii. Medicaid
 - 1. Write-off \$0.00
 - iii. Commercial Insurance
 - 1. Write-off \$12,163.76
 - iv. Bill Patient/Self-Pay
 - 1. Write-off \$68,573.94
- i. Does Fluvanna County currently utilize a lockbox service? What is the preferred method?
- j. YesPlease provide an explanation of the current billing cycle and/or collections placement policy for Fluvanna County?
 - i. [https://www.fluvannacounty.org/sites/default/files/fileattachments/policies_amp_foorms/page/13798/policy_1.3 - ems cost recovery program 2018.pdf](https://www.fluvannacounty.org/sites/default/files/fileattachments/policies_amp_foorms/page/13798/policy_1.3_-_ems_cost_recovery_program_2018.pdf)
 - ii. https://www.fluvannacounty.org/sites/default/files/fileattachments/policies_amp_foorms/page/13269/ems_cost_recovery_trifold_brochure_2017.pdf
- k. Please specify the Computer Aided Dispatch (CAD) software vendor, version, and ownership of said system used by Fluvanna County.
 - i. Motorola Flex – Build Version: Spillman 2020.1.15.1563 – County owned
- l. Are you paying your current billing service a percentage of revenue collected or a flat fee and what is the current fee?
 - i. Percentage; 4.75%
- m. How long has the current billing service been providing services for the County?
 - i. Since 2015

- n. In the RFP, you indicate the current user fees for each level of service, did the city increase the user fee in 2020? If so what were the user fees for all levels of service and mileage charge for 2019?
 - i. We follow the 125% Medicare allowable amounts
- o. Does the County have a rate established for treat no transport? If so, what is that rate?
 - i. No, we do not bill for non-transport
- p. What is the current process for accepting and processing credit card payments? Is your current billing service doing that for the County or does the County have their own credit card processing account?
 - i. Our current billing service provides that for the County.
- q. What is the expected go live date for a billing service to start processing your runs for billing?
 - i. September 1, 2020

Note: A signed acknowledgment of this addendum must be received at the location indicated on the RFP either prior to the bid due date and hour or attached to your bid. Signature on this addendum does not substitute for your signature on the original bid document. The original bid document must be signed.

Very truly yours,

Cyndi Toler, Purchasing Officer
 Fluvanna County, Virginia
 132 Main Street
 Palmyra, VA 22963
 (434) 591-1930

Name of Firm: ImageTrend, Inc.

BY: 

Signature of duly authorized representative

Title: Joseph T. Graw

Date: 7/28/2020

SOFTWARE LICENSING AGREEMENT

CONTRACT No.: 302716

BETWEEN

FLUVANNA COUNTY SHERIFF'S OFFICE
123 MAIN STREET
PALMYRA, VA 22963;

FLUVANNA COUNTY
132 MAIN STREET
PALMYRA, VA 22963

AND

IMAGETREND, INC.
20855 KENSINGTON BLVD.
LAKEVILLE, MN 55044

IMAGETREND®

THIS AGREEMENT (the "Agreement") is made and entered into on the 5 day of ^{January 2018} ~~December~~, 2017, by and between the ImageTrend, Inc., a Minnesota corporation authorized to transact business in Virginia (hereinafter "IMAGETREND"), and Fluvanna County and the Fluvanna County Sheriff's Office (hereinafter "CLIENT").

RECITALS

WHEREAS, IMAGETREND owns the software system known SOFTWARE; and

Whereas, Imagetrend and the Virginia Department of Health entered into that Sole Source Contract Number 517-16-101 dated December 1, 2015 (the "Cooperative Agreement");

Whereas, the Cooperative Agreement pursuant to Article IV, Section F thereof was conducted on behalf of state and local agencies and other public bodies as described therein;

Whereas, Client is an authorized additional user and desires to cooperatively procure certain licenses and associated services under the Cooperative Agreement;

WHEREAS, CLIENT desires to obtain the license of the Software mentioned above; and

WHEREAS, IMAGETREND is willing to provide CLIENT with a non-exclusive license of the Software on the terms and conditions contained herein;

NOW, THEREFORE, for good and valuable consideration the sufficiency of which the parties confirm, THE PARTIES HEREBY AGREE AS FOLLOWS:

The foregoing recitations are confirmed and incorporated herein. The Cooperative Agreement is attached hereto as Exhibit 1 and incorporated herein as a material part of this Agreement. This Agreement must conform in all respects to all requirements, provisions, and terms of the Cooperative Agreement. In the event of any conflict between this Agreement and the Cooperative Agreement, the Cooperative Agreement shall control and bind the parties. Where any provision of this Agreement is in conflict with the spirit or intent of the Cooperative Agreement, the Cooperative Agreement shall control and such provision hereof shall be deleted.

The County of Fluvanna's General Terms, Conditions and Instructions to Bidders and Contractors (the County's General Terms) are attached hereto as Exhibit 2 and incorporated herein by reference as a material part of this Agreement. This Agreement must conform in all respects to all requirements, provisions, and terms of the County's General Terms. In the event of any conflict between this Agreement and the County's General Terms, the County's General Terms shall control and bind the parties.

SECTION 1. DEFINITIONS.

"Authorized personnel" means officers, directors, officials, and employees of CLIENT that use the Software in the scope of their employment, or CLIENT's contractors where the contractor's services must necessarily require access to the Software. Personnel who intend to: reverse engineer, disclose, or use or acquire for any purpose not in the scope of the personnel's employment or necessary for contractor services, any Confidential Information are not Authorized Personnel.

"Confidential information" means the proprietary products and trade secrets of IMAGETREND and/or its suppliers, including, but not limited to, computer software, code, technical parameters, price lists, customer lists, designs, software documentations, manuals, models and account tables, and any and all

Information maintained or developed by CLIENT pursuant to this AGREEMENT which is deemed confidential under existing state and/or federal law.

"Custom Development" means that CLIENT contracts IMAGETREND through a signed and accepted Statement of Work to customize the software. Each CLIENT shall have the non-exclusive license to utilize such software. Such software may then become a part of the core product and be distributed. Custom Development may require ongoing support and/or hosting and shall be subject to support and/or hosting fee increases. IMAGETREND maintains ownership of all Custom Development.

"ePCR" means an Electronic Patient Care Report.

"ImageTrend Elite Data Marts" means the relational database(s) that contain an enhanced and simplified reporting-ready format of the transactional data collected within ImageTrend Elite. The Elite Data Marts are available for use with the ImageTrend Elite Reporting Tools.

"ImageTrend Elite Reporting Tools" means the Transactional Report Writer, Visual Informatics, Analytical Chart Reporting Tool and Analytical Tabular Reporting Tool in the Software that are based on a set of Elite Data Marts.

"Incident" means any time the CLIENT sends a vehicle to a potential or actual patient.

"License" means an unlimited use license of the software, without rights for resale, for the duration of the contract, defined as Software as a Service (SaaS) which expires when this AGREEMENT expires.

"Licensed Information" means any information pertaining to the Software which is owned by IMAGETREND and is licensed to CLIENT. Licensed Information includes such information as input form, user manuals and user documentation, interface format and input/output format, and any other materials pertaining to the Software.

"Reference" means referral in the promotion of IMAGETREND'S software to other potential CLIENTS.

"Run(s)" means an Incident where the CLIENTS sends a vehicle to a potential or actual patient.

"Software" means the computer program(s) in machine readable object code form listed in Exhibit "A", including the executable processing programs comprising the various modules from the Software and the Licensed Information.

"Statement of Work" means the technical document which outlines mutually agreed upon system specification for Custom Development and associated costs, payment terms and acceptance procedures. This document requires CLIENT acceptance and signature prior to beginning work.

"Support" means interactive telephone and e-mail support, computer based online training, product upgrades and enhancements, along with defect corrections, delivered from IMAGETREND's offices.

"Upgraded Version" means the Licensed Software and/or Licensed Information to which updates, enhancements, corrections, installations of patches or other changes have been made. The exterior form of the Updated Version is reflected by changes to the version numbers.

SECTION 2. TERM OF AGREEMENT.

The term of this AGREEMENT shall be one year(s) from signature date, subject to Section 13 of this AGREEMENT. This AGREEMENT shall be subject to 4 automatic annual renewal unless terminated by either party as provided in Section 13, below.

SECTION 3. GRANT OF LICENSE.**A. NON-EXCLUSIVE USE LICENSE.**

In accordance with the terms and conditions hereof, IMAGETREND agrees to grant to CLIENT and CLIENT agrees to accept a non-transferable and non-exclusive use license of the Software for the term of this Agreement. During the term of the AGREEMENT, the CLIENT shall have access to the Software, which will be installed on servers at the IMAGETREND hosting facility and subject to the Service Level Agreement attached as Exhibit B. CLIENT expressly acknowledges that all copies of the Software and/or Licensed Information in any form provided by IMAGETREND to CLIENT hereunder are the sole property of IMAGETREND and/or its suppliers, and that CLIENT shall not have any right, title, or interest to any such Software and/or Licensed Information or copies thereof except as provided in this AGREEMENT.

B. IMAGETREND ELITE DATA MARTS NON-EXCLUSIVE USE LICENSE

In accordance with the terms and conditions hereof, IMAGETREND agrees to grant the use of the ImageTrend Elite Data Marts only via ImageTrend Elite Reporting Tools as included and detailed in Exhibit A. This AGREEMENT does not give the CLIENT the rights to access and query the ImageTrend Elite Data Marts directly using SQL query tools, reporting tools, ETL tools, or any other tools or mechanisms. Direct access to ImageTrend Elite Data Marts is available via separately-priced product and service offerings from IMAGETREND. This Section 3.B, is subject to the Non-Exclusive Use License as covered in Section 3.A and terms of this AGREEMENT.

C. PROTECTION OF SOFTWARE AND LICENSED INFORMATION.

CLIENT agrees to respect and not to, nor permit any third-party to, remove, obliterate, or cancel from view any copyright, trademark, confidentiality or other proprietary notice, mark, or legend appearing on any of the Software or Licensed Information, and to reproduce and include the same on each authorized copy of the Software and Licensed Information.

CLIENT shall not nor shall CLIENT permit any third-party to, copy or duplicate the Software or any part thereof except for the purposes of system backup, testing, maintenance, or recovery. CLIENT may duplicate the Licensed Information only for internal training, provided that all the names, trademark rights, product names, copyright statement, and other proprietary right statements of IMAGETREND are reserved. IMAGETREND reserves all rights which are not expressly granted to CLIENT in this AGREEMENT.

CLIENT shall not, nor shall CLIENT permit any third-party to, modify, reverse engineer, disassemble, or decompile the Software, or any portion thereof, and shall not use the software or portion thereof for purposes other than as intended and provided for in this AGREEMENT.

D. DATA OWNERSHIP AND DATA PROTECTION.

All CLIENT data collected with IMAGETREND Software remains at all times the property of the CLIENT. IMAGETREND will not to use or make available any personally identifiable information other than for administering the CLIENT's account and collecting usage statistics in order to improve our products and services specifications. During the term of this AGREEMENT and after termination or

expiration of this AGREEMENT, IMAGETREND will not in any way transfer to any third party or use in direct or indirect competition with the other party any information or data posted by CLIENT's and others on IMAGETREND's website and acknowledges that all such information is confidential. CLIENT shall have access to creative tools within the Elite Software platform. Use of these features is conditioned upon assignment to IMAGETREND of all copyrights in any work created within and using the Elite software platform, the terms of use for such creative tool features will prompt all users upon first use to agree to terms of use; those terms are hereby incorporated as part of this AGREEMENT and valid whether accepted before or after execution of this AGREEMENT. Please contact IMAGETREND for a copy of these terms prior to final acceptance of this AGREEMENT, if necessary.

E. CLIENT DATA.

Within thirty (30) days after the expiration of this AGREEMENT, the termination of this AGREEMENT, or IMAGETREND is no longer in business, IMAGETREND will deliver to the CLIENT its data, in machine readable format, on appropriate media, at the CLIENT's option. If the CLIENT wants the data to be delivered in a medium other than tape or CD, IMAGETREND shall do its best to accommodate the CLIENT, provided the CLIENT shall provide the medium on which the data is to be provided and shall pay for any additional cost incurred by IMAGETREND in accommodating this request. Imagetrend will comply with all Applicable Laws related to Client data and shall use reasonable efforts to assist Client to comply with all data retention and record keeping responsibilities and requirements under Applicable Laws. Applicable Laws means all laws, regulations, statutes, codes and guidelines of the United States, Commonwealth of Virginia, Fluvanna County and other state, local other applicable governing body.

SECTION 4. SOFTWARE ABSTRACT.

- A. The IMAGETREND Elite contains and stores the data elements of an emergency medical database, including data schema and values that may originate from traditional computer aided dispatch (CAD) sources and data values that may be used in billing from pre-hospital patient care. The emergency medical database may contain certain vehicle transport information but does not contain data elements and/or values specific to the vehicle path tracking such as automatic vehicle location (AVL) or third party AVL integrations. The emergency medical database does support integrations to third party CAD and billing solutions. The emergency medical database does not support any AVL, CAD or billing functions executed directly from the database. CLIENT shall not use IMAGETREND Software to integrate patient information from a clinical encounter associated with a patient incident requiring emergency medical care by the emergency transport crew with flight information relating to an emergency transport crew dispatch to produce an encounter record indicative of the patient's clinical encounter.
- B. The IMAGETREND Elite contains and stores the data elements of an emergency medical database as defined, described and mandated by the National EMS Information System (NEMSIS). The dataset was adopted by IMAGETREND for State and local regulatory authorities as required by NEMSIS. The NEMSIS data schema and elements are the sole work of the NEMSIS organization in conjunction with the National Highway Traffic Safety Administration (NHTSA). The NEMSIS dataset contains data elements and data structures originating and potentially owned by a number of nonprofit third party organizations and government agencies such as the World Health Organization (ICD 9 and ICD 10), International Health Terminology Standards Development Organization (SNOMED), U.S Department of the Interior and U.S. Geological Survey (GNIS), National Institute of Standards and Technology (FIPS), Health Level Seven International (HL7), Joint APCO/NENA Data Standardization Working Group (AACN). The NEMSIS dataset offers

customer driven extensibility that allows the end user to extend and define the dataset at their own discretion.

SECTION 5. SERVICES PROVIDED BY IMAGETREND.

A. SUPPLY OF SOFTWARE AND LICENSED INFORMATION.

IMAGETREND shall provide CLIENT software and services as detailed in Exhibit A.

B. MODIFICATIONS, IMPROVEMENTS AND ENHANCEMENTS.

During the terms of this AGREEMENT and any extensions under Section 2, IMAGETREND will provide CLIENT with error corrections, bug fixes, patches or other updates to the Software in object code form, to the extent available in accordance with IMAGETREND's release schedule. If CLIENT desires to add new functions or make enhancements to the Software, CLIENT must, for additional consideration, negotiate with IMAGETREND to develop new functions or improvements to the existing Software. All such error corrections, bug fixes, patches, updates, or other improvements or modifications shall be the sole property of IMAGETREND.

C. IMPLEMENTATION SERVICES

1. IMAGETREND shall provide CLIENT with initial services such as the system configuration and installation into the IMAGETREND hosting infrastructure.
2. "Train-the-trainer" training for administrators as detailed in Exhibit A. Additionally, online training videos and user guides in electronic format will be made available.

SECTION 6. MAINTENANCE AND SUPPORT.

A. Application use support as detailed in Service Level Agreement Exhibit B.

B. Server hosting environment is monitored and supported 24/7. Emergency support information is available on the IMAGETREND Support site for emergency purposes. Non-emergency related contact may be charged to the CLIENT.

C. Maintenance of IMAGETREND software, which includes scheduled updates and new releases, as well as defect correction as needed, is included. Specific out-of-scope system enhancement requests will be reviewed with the CLIENT and subject to approval if additional charges are necessary.

SECTION 7. FEES.

A. Except as otherwise provided in this AGREEMENT, IMAGETREND shall offer the Products and the Services at the prices set forth on Exhibit A. Notwithstanding any other provision contained herein no pricing under this Agreement shall exceed the pricing offered under that Cooperative Agreement.

- (i) IMAGETREND will not increase prices hereunder during the term including all renewals as required by the Cooperative Contract.

B. The fees for this contract are as detailed in the attached Exhibit A.

C. If permitted under the Cooperative Agreement, at any time during this AGREEMENT, the CLIENT may contract with IMAGETREND for additional software and services not covered in this AGREEMENT with fees to be negotiated on an item-by-item basis. The CLIENT may contract Custom Development by IMAGETREND for additional fees as outlined and agreed to in a signed and accepted Statement of Work.

- D. IMAGETREND may not invoice the remaining balance on any or all of the open items for Year 1 and begin the Recurring Fees schedule until Final Acceptance by the Client to its sole satisfaction of setup and installation of the software and services.

SECTION 8. PROTECTION AND CONFIDENTIALITY.

A. ACKNOWLEDGEMENT.

CLIENT hereby acknowledges and agrees that the Software and Licensed Information provided hereunder constitute and contain valuable proprietary products and trade secrets of IMAGETREND and/or its suppliers, embodying substantial creative efforts and confidential information, ideas and expressions. Accordingly, CLIENT agrees to treat (and take precautions to ensure that its authorized personnel treat) the Software and Licensed Information as confidential in accordance with the confidentiality requirements and conditions set forth below. CLIENT acknowledges and agrees that CLIENT shall not permit any non-Authorized User from accessing the Software made available to the CLIENT.

B. MAINTENANCE OF CONFIDENTIAL INFORMATION.

Each party agrees to keep confidential all confidential information disclosed to it by the other party in accordance herewith, and to protect the confidentiality thereof in the same manner it protects the confidentiality of similar information and data of its own (at all times exercising at least a reasonable degree of care in the protection of confidential information); provided, however, that the provisions of this Section 8 shall not apply to information which: (i) is in the public domain; (ii) has been acquired by CLIENT by normal means upon the disclosure of the information by IMAGETREND; (iii) is duly obtained by CLIENT directly or indirectly from a third party who has independently developed the information and is entitled to disclose the information to CLIENT, and such disclosure does not directly or indirectly violate the confidentiality obligation of such third party; (iv) becomes known publicly, without fault on the part of CLIENT, subsequent to the receipt of the information by CLIENT; or (v) Client is required or authorized to disclose under Applicable Laws, including the Virginia FREEDOM OF INFORMATION ACT, or any court order from a court of competent jurisdiction.

C. SURVIVAL.

This Section 8 shall survive the termination of this AGREEMENT or of any license granted under this AGREEMENT.

SECTION 9. WARRANTIES.

A. PERFORMANCE.

IMAGETREND warrants that the Software will conform to the specifications as set forth in the Licensed Information. However, this warranty shall be revoked in the event that any person other than IMAGETREND and its agents make any unauthorized amendment or change to the Software in any manner.

B. OWNERSHIP.

IMAGETREND represents that it is the owner of the entire right, title, and interests in and to the Software, and that it has the sole right to grant licenses thereunder, and that it has not knowingly granted licenses thereunder to any other entity that would restrict rights granted hereunder to CLIENT.

C. LIMITATIONS ON WARRANTY.

All of IMAGETREND's obligations under this Section 9 shall be contingent on CLIENT's use of the Software in accordance with this AGREEMENT and in accordance with IMAGETREND's instructions as provided by IMAGETREND in the Licensed Information, and as such instructions may be amended, supplemented, or modified by IMAGETREND from time to time. IMAGETREND shall have no warranty obligations with respect to any failures of the Software which are the result of accident, abuse, misapplication, extreme power surge or extreme electromagnetic field.

The express warranties provided herein are the only warranties made by IMAGETREND with respect to the Software and supersede all other express or implied warranties, including, but not limited to, any warranties of merchantability and warranties for any special purpose. Notwithstanding the foregoing, all warranties required or provided under the Cooperative Agreement and the County's General Terms shall apply and IMAGETREND shall provide the same.

SECTION 10. LIMITATION OF LIABILITY.

As required under the Cooperative Agreement, CLIENT's remedies for any damages or losses arising out of IMAGETREND's breach of warranties shall be all those rights, claims, causes or actions of any kind Client may have in law, equity or otherwise and also at Client's option and may include, (i) immediate release from the AGREEMENT; (ii) repair of the Software; and/or (iii) any rights or remedies of any kind under the Cooperative Agreement or the County's General Terms.

SECTION 11. INDEMNIFICATION.

A. INDEMNITY

IMAGETREND (which includes its agents, employees and subcontractors, if any) agrees to indemnify CLIENT, as well as any agents thereof from all damages, judgments, loss and expenses, but not including consequential or incidental damages arising out of:

- (i) any personal injuries, property damage, or death that CLIENT may sustain while using IMAGETREND's, as well as any agents thereof, controlled property or equipment in the performance of this AGREEMENT; or
- (ii) any personal injury or death which results or increases by any action taken to medically treat CLIENT agents, employees and subcontractors; or
- (iii) any personal injury, property damage or death that CLIENT may sustain from any claim or action brought against CLIENT, as well as any agents thereof arising out of the negligence or recklessness of IMAGETREND in the performance of this AGREEMENT.

B. ENTIRE LIABILITY

The Cooperative Agreement, General Terms and this SECTION 11 (A) read collectively outline Imagetrend's INDEMNIFICATION.

SECTION 12. INSURANCE REQUIREMENTS.

IMAGETREND will provide standard insurance coverage as detailed in a Certificate of Insurance, AND ALSO AS REQUIRED UNDER THE COOPERATIVE AGREEMENT AND THE COUTNY'S GENERAL TERMS.

SECTION 13. TERMINATION.**A. TERMINATION WITHOUT CAUSE.**

Following the expiration of the original term of this AGREEMENT, either party shall have the right to terminate this AGREEMENT, without cause, by giving not less than sixty (60) days written notice of termination. Fees shall be prorated at termination and any unearned fees or fees for services not yet rendered shall be returned (and prorated if necessary) to the Client.

B. CUSTOM DEVELOPMENT TERMINATION

Either party shall have the right to terminate any Custom Development portion(s) of this AGREEMENT, without cause, by giving not less than thirty (30) days written notice of termination.

C. TERMINATION FOR CAUSE.

This AGREEMENT may be terminated by the non-defaulting party by giving not less than thirty (30) days written notice of termination if any of the following events of default occur: (i) if a party materially fails to perform or comply with this AGREEMENT or any provision hereof; (ii) if either party fails to strictly comply with the provisions of Section 8, above, or makes an assignment in violation of Section 15, below; (iii) if a party becomes insolvent or admits in writing its inability to pay its debts as they mature, or makes an assignment for the benefit of creditors; (iv) if a petition under any foreign, state, or United States bankruptcy act, receivership statute, or the like, as they now exist, or as they may be amended from time to time, is filed by a party; or (v) if such a petition is filed by any third party, or an application for a receiver is made by anyone and such petition or application is not resolved favorably within ninety (90) days.

SECTION 14. COOPERATIVE USE

Public and nonprofit agencies that have entered into a Cooperative Purchasing Agreement with the CLIENT are eligible to participate in any subsequent Agreement. The parties agree that these lists are subject to change. Any such usage by other municipalities and government agencies must be in accord with the ordinance, charter, rules and regulations of the respective political entity and with applicable State and Federal laws.

Any orders placed to, or services required from IMAGETREND will be requested by each participating agency. Payment for purchases made under this Agreement will be the sole responsibility of each participating agency. The CLIENT shall not be responsible for any disputes arising out of transactions made by others. IMAGETREND shall be responsible for correctly administering this Agreement in accordance with all terms, conditions, requirements, and approved pricing to any eligible procurement unit.

SECTION 15. NONASSIGNABILITY.

CLIENT shall not assign this AGREEMENT or its rights hereunder without the prior written consent of IMAGETREND.

SECTION 16. GOVERNING LAW.

The parties agree that the law governing this AGREEMENT shall be that of the State of Virginia without regard to its conflict of laws principles. Exclusive venue and jurisdiction for any dispute relating hereto shall be in the courts of the County of Fluvanna.

SECTION 17. COMPLIANCE WITH LAWS.

IMAGETREND shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local governments.

SECTION 18. WAIVER.

Any waiver by either party of any default or breach hereunder shall not constitute a waiver of any provision of this AGREEMENT or of any subsequent default or breach of the same or a different kind.

SECTION 19. NOTICES.

All notices and other communications required or permitted to be given under this AGREEMENT shall be in writing and shall be personally served or mailed, postage prepaid and addressed to the respective parties as follows:

TO CLIENT:

Fluvanna County Sheriff
132 Main Street
Palmyra, VA 22963

ATTENTION: Debbie Smith

Fluvanna County
ATTN: Ms. Cyndi Toler
132 Main Street
Palmyra, VA 22963

With a copy to:
Fluvanna County Attorney
414 East Jefferson Street
Charlottesville, VA 22902

TO IMAGETREND:

ImageTrend, Inc.
20855 Kensington Blvd.
Lakeville, MN 55044

ATTENTION: Mike McBrady

Notice shall be deemed effective on the date personally delivered or, if mailed, three (3) days after deposit in the mail.

SECTION 20. FORCE MAJEURE.

Neither party shall be liable in damages or have the right to terminate this AGREEMENT for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

SECTION 21. INTENTIONALLY OMITTED.

SECTION 22. INTERPRETATION.

This AGREEMENT has been negotiated between persons sophisticated and knowledgeable in the matters dealt with in this AGREEMENT. Each party further acknowledges that it has not been influenced to any extent whatsoever in executing this AGREEMENT by any other party hereto or by any person representing it, or both. Accordingly, any rule or law or legal decision that would require interpretation of

any ambiguities in this AGREEMENT against the party that has drafted it is not applicable and is waived. The provisions of this AGREEMENT shall be interpreted in a reasonable manner to effect the purpose of the parties and this AGREEMENT.

SECTION 23. SIGNATOR'S WARRANTY AND ACCEPTANCE BY PERFORMANCE.

Each party warrants to each other party that he or she is fully authorized and competent to enter into this AGREEMENT, in the capacity indicated by his or her signature and agrees to be bound by this AGREEMENT. CLIENT understands and agrees that if CLIENT accepts any Software, goods, or services from IMAGETREND prior to IMAGETREND receiving a final, mutually signed copy of this AGREEMENT, that CLIENT has accepted this AGREEMENT and all of its terms and conditions.

SECTION 24. PRIOR AGREEMENTS AND AMENDMENTS.

This AGREEMENT, including all Exhibits attached hereto, represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This AGREEMENT may only be modified by a written amendment duly executed by the parties to this AGREEMENT.

WITNESS THE EXECUTION HEREOF on the day and year last written below.

APPROVED AS:

"CLIENT"

(Fluvanna County Sheriff)

By: 

Name: Eric B. Jones

Title: Sheriff

Dated: 1/5/18

"IMAGETREND"

By: 

Name: Michael J. McGrady

Title: President

Dated: 12-29-2017

Fluvanna County

By: 

Steven M. Nichols, County Administrator

Dated: _____

Approved as to form:


Fluvanna County Attorney

By Kristina M. Holman
assistant County attorney

EXHIBITS

EXHIBIT A – Pricing Agreement

EXHIBIT B – Service Level Agreement

EXHIBIT C – HIPAA Business Associate Agreement

EXHIBIT D – Insurance Certificate

EXHIBIT E – Tax Exemption Certificate

EXHIBIT A – PRICING AGREEMENT

IMAGETREND's license and annual support are based upon 6,000 annual incidents as provided by CLIENT. IMAGETREND reserves the right to audit the annual incident volume and the option to increase future support costs, with prior notification to the CLIENT, if the number of annual incidents increases by more than ten percent (10%) and has a resulting effect of increased support calls to IMAGETREND.

Pricing Agreement

Description	Units	Price	Extended
ImageTrend Elite™ Rescue Implementation Setup Fee and Project Management (formerly known as rescue bridge)	1	\$7,000.00	\$7,000.00
ImageTrend Elite Field Site License	1	Included	Included
ImageTrend Elite Mobile Fire Inspections Site License	1	Included	Included
FTP Automated Export of the NEMSIS v3 XML and PDF File	1	\$1,000.00	\$1,000.00
Webinar Training Sessions (a 2 hour session M-F during ImageTrend's Standard Business Hours)	5	\$250.00	\$1,250.00
TOTAL One-Time Fees			\$9,250.00

Recurring Fees	Units	Price	Extended
ImageTrend Elite Rescue Annual SaaS Fee (formerly rescue bridge complete saas annual fee)	6,000	\$3.00	\$18,000.00
Credit for State ImageTrend Elite Field Site License	6,000	(\$0.75)	(\$4,500.00)
ImageTrend Elite Field Site License Annual Support	1	Included	Included
FTP Automated Export of the NEMSIS v3 XML and PDF File Annual Support & Hosting	1	\$3,500.00	\$3,500.00
CAD Integration Annual Support and Hosting	1	\$3,500.00	\$3,500.00
TOTAL Recurring Fees			\$20,500.00

TOTAL Year 1 **\$29,750.00**

Optional	Units	Price	Extended
Out of Scope billed at \$125/Hour		\$125.00	
Onsite Training Sessions @ \$1,000/day		\$1,000.00	
Travel per Trainer (for Onsite Training at Client's Facility Training) @ \$1,500/trainer/trip		\$1,500.00	
Webinar Training Sessions (2 hour session M-F during ImageTrend's Standard Business Hours) \$250/session		\$250.00	

*The CLIENT may elect to purchase additional services as set forth in the options identified above at any time during the contract term. The CLIENT shall exercise said options by written notice to IMAGETREND. The prices above are valid for one year from contract signature.

Payment Terms:

- Upon acceptance and signature of Contract, 100% of Total Year 1 will be invoiced. The Annual Recurring Fees will be invoiced annually in advance. Payment Terms of Net 30 days. Nothing herein is intended to modify the payment terms of the Cooperative Agreement which shall control over any contrary provision contained herein.
- Project completion occurs upon receipt of the product and acceptance by the Client in its sole discretion.

- c. IMAGETREND may not invoice the remaining balance on any or all of the open items for Year 1 and begin the Recurring Fees schedule until Final Acceptance by the Client as described above.
- d. CLIENT is a tax exempt entity.

Note: ImageTrend is not responsible for any CAD Vendor requirements and any associated fees
Note: CAD data will only be available for 60 days in the dispatch database; which may impact CAD Recon Reports

Pricing escalation factors:

- a. Notwithstanding any provision herein all fees and payment terms must comply and shall be read to conform to the Cooperative Agreement.
- b. All Annual SaaS Fees are based upon anticipated usage and are subject to an annual usage audit, which may affect future fees.
- c. All hosting fees are based upon anticipated usage and includes 30 GB of Storage total. These fees are subject to annual usage audits, which may affect future fees at an increase of \$15/10GB/month for Storage.

Statements/invoices should be mailed to:

Cyndi Toler
 County of Fluvanna
 132 Main Street
 PO Box 540
 Palmyra, VA 22963
 Phone: (434) 591-1930
 Email: ctoler@fluvannacounty.org

ImageTrend Salesperson Contact:

Matt Rye
 952-469-1589
mrye@imagetrend.com
contracts@imagetrend.com

EXHIBIT B – SERVICE LEVEL AGREEMENT

SOFTWARE AS A SERVICE (SAAS)

VERSION 4.0

This agreement exists for the purpose of creating an understanding between IMAGETREND and CLIENT who elect to host the application on IMAGETREND's servers. It is part of our guarantee for exceptional service levels for as long as the system annual support fee is contracted. The Service Level Agreement guarantees your web application's availability, reliability and performance. This Service Level Agreement (SLA) applies to any site or application hosted on our network as SaaS.

1. Hosting at the ImageTrend's Datacenter

IMAGETREND's hosting environment provides 99.9% availability and is comprised of state-of-the-art Blade Servers and SAN storage that are configured with the no single point of failure through software and infrastructure virtualization, blade enclosure redundancies and backup storage policies. Our Compellent SAN has a fiber channel backend, currently hosts 8TB of storage, has dual storage controllers with redundant power supplies and redundant paths to disk, and hot swappable drives. We do offsite replication to disk on a second SAN. Scheduled maintenance and upgrades do not apply to the system availability calculation and all CLIENTs are properly notified of such scheduled occurrences to minimize accessibility interruptions.

Hardware

IMAGETREND server hardware is configured to prevent data loss due to hardware failure and utilize the following to ensure a quick recovery from any hardware related problems.

- Independent Application and Database Servers
 - Microsoft SQL Server 2012
 - Microsoft Windows Server 2012
- Redundant Power Supplies
- Off-Site Idle Emergency Backup Servers (optional)
- Sonicwall VPN Firewall
- Redundant Disk configuration
- Disk Space allocation and Bandwidth as contracted

Physical Facility

The IMAGETREND hosting facilities are located in downtown Minneapolis and Chicago with every industry standard requirement for hosting not only being met, but exceeded. Requirements such as power supply and power conditioning, normal and peak bandwidth capacity, security and fail over locations are all part of an overall strategy to provide the most reliable hosting facility possible.

- Redundant, high-speed Internet connections over fiber optics.
- Power protection via an in-line 80kVa UPS with a 150 KW backup diesel generator
- Temperature controlled
- Waterless Fire Protection and Clean agent fire suppression
- Secured site access
- Steel Vault Doors
- 21" concrete walls and ceiling

Data Integrity

IMAGETREND applications are backed up daily allowing for complete recovery of data to the most recent backup:

- Daily Scheduled Database and Application Backups.
- Daily Scheduled backup Success/Failure notification to IMAGETREND staff

2. Application and Hosting Support

IMAGETREND provides ongoing support as contracted for their applications and hosting services, including infrastructure. This includes continued attention to product performance and general maintenance needed to ensure application availability. Support includes technical diagnosis and fixes of technology issues involving IMAGETREND software. IMAGETREND has a broad range of technical support services available in the areas of:

- Web Application Hosting and Support
- Subject Matter Expert Application Usage Support
- Web Application Development/Enhancement
- Database Administration/Support
- Project Management
- Systems Engineering/Architecture

IMAGETREND offers multi-level technical support, based on level-two user support by accommodating both the general inquiries of the administrators and those of the system users. We will give the administrators the ability to field support for the system as the first level of contact while providing them the option to refer inquiries directly to IMAGETREND.

IMAGETREND's Support Team is available Monday through Friday from 7:00 am to 6:00 pm CST via the Support Suite, email or telephone.

Support Suite: www.imagetrend.com/support

Email: support@imagetrend.com

Toll Free: 1-888-730-3255

Phone: 952-469-1589

Online Support

IMAGETREND offers an online support system which incorporates around-the-clock incident reporting of all submitted tickets to IMAGETREND's application support specialists. Once a CLIENT submits a support ticket, he or she can track the progress with a secure login to the support application. The system promotes speedy resolution by offering keyword-based self-help services and articles in the knowledgebase, should CLIENTS wish to bypass traditional support services. Ticket tracking further enhances the efforts of Support Desk personnel by allowing IMAGETREND to identify patterns which can then be utilized for improvements in production, documentation, education and frequently asked questions to populate the knowledgebase. The support ticket tracking system ensures efficient workflow for the support desk specialists while keeping users informed of their incident's status. Support patterns can be referenced to populate additional knowledgebase articles.

Incident Reporting Malfunctions

IMAGETREND takes all efforts to correct malfunctions that are documented and reported by the CLIENT. IMAGETREND acknowledges receipt of a malfunction report from a CLIENT and acknowledges the disposition and possible resolution thereof according to the chart below.

Severity/Level	Examples of each Severity Level:	Notification Acknowledgement: IMAGETREND Return Call to Licensee after initial notification of an Error	Action/Expectation: Anticipated Error resolution notification after IMAGETREND Return Call to Licensee of Notification Acknowledgement of an error.
High/Site Down	<ul style="list-style-type: none"> - Complete shutdown or partial shutdown of one or more Software functions - Access to one or more Software functions not available - Major subset of Software application impacted 	Within one (1) hour of initial notification during business hours or via support.imagetrend.com	Six hours
Medium	<ul style="list-style-type: none"> - Minor subsystem failure - Data entry or access impaired on a limited basis – usually can be delegated to local client contact as a first level or response for resolution – usually user error (i.e. training) or forgotten passwords 	Within four (4) hours of initial notification	24 Business hours
Low	<ul style="list-style-type: none"> - System operational with minor issues; suggested enhancements as mutually agreed upon – typically covered in a future release as mutually agreed upon. 	Same day or next business day of initial notification	Future Release

Service Requests (enhancements)

Any service requests that are deemed to be product enhancements are detailed and presented to the development staff, where the assessment is made as to whether these should be added to the future product releases and with a priority rating. If an enhancement request is specific to one CLIENT and deemed to be outside of the original scope of the product, then a change order is written and presented to the CLIENT. These requests are subject to our standard rates and mutual agreement. CLIENTS review and approve the scope, specification and cost before work is started to ensure goals are properly communicated.

Product release management is handled by IMAGETREND using standard development tools and methodologies. Work items including, tasks, issues, and scenarios are all captured within the system. Releases are based on one or more iterations during a schedule development phase. This includes but not limited to: development, architecture, testing, documentation, builds, test and use cases. Submissions of issues or requests are documented within our Product Management system and from there workflow is created to track the path from initial request to resolution.

Out of Scope

CLIENT may contract with IMAGETREND for Out of Scope services. This will require a separate Statement of Work and will be billed at IMAGETREND's standard hourly rate.

Maintenance and Upgrades

System/product maintenance and upgrades, if applicable, are included in the ongoing support and warranty as contracted. These ensure continued attention to product performance and general maintenance. Scheduled product upgrades include enhancements and minor and major product changes. Customers are notified in advance of scheduled maintenance. It is the CLIENT's responsibility to accept all offered updates and upgrades to the system. If the CLIENT does not accept these, CLIENT should be advised that IMAGETREND, at its discretion, may offer limited support for previous versions. All code releases also maintain the integrity of any CLIENT specific configurations (i.e. templates, addresses, staff information, active protocols, etc.) that have been implemented either by IMAGETREND's implementation staff or the CLIENT's administrative staff.

Escalation

Our support staff is committed to resolving your issues as fast as possible. If they cannot resolve your issue, they will identify the course of action that they will be taking and indicate when an answer will be available. They in turn will seek assistance from the designated developer. The next level of escalation goes to the Project Manager, who also addresses all operational issues on an ongoing basis and reviews the issue log regularly to assess product performance and service levels. Senior Management will handle issues requiring further discussion and resolution. Any issues to be determined to be of a critical nature are immediately escalated accordingly.

Any issues that are not resolved by the support staff within the designated time frame will be escalated to the Project Manager. The Project Manager will review the issue and determine if it is a critical issue. If it is a critical issue, the Project Manager will immediately escalate the issue to Senior Management. If it is not a critical issue, the Project Manager will continue to work on the issue and provide updates to the customer. The Project Manager will also review the issue log regularly to assess product performance and service levels. Senior Management will handle issues requiring further discussion and resolution. Any issues to be determined to be of a critical nature are immediately escalated accordingly.

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Any issues that are not resolved by the support staff within the designated time frame will be escalated to the Project Manager. The Project Manager will review the issue and determine if it is a critical issue. If it is a critical issue, the Project Manager will immediately escalate the issue to Senior Management. If it is not a critical issue, the Project Manager will continue to work on the issue and provide updates to the customer. The Project Manager will also review the issue log regularly to assess product performance and service levels. Senior Management will handle issues requiring further discussion and resolution. Any issues to be determined to be of a critical nature are immediately escalated accordingly.

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EXHIBIT C – HIPAA BUSINESS ASSOCIATE AGREEMENT

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") dated _____, 201__ (the "Effective Date"), is entered into by and between Fluvanna County Fire & Rescue, a Virginia corporation (the "Covered Entity") and ImageTrend, Inc. a Minnesota corporation (the "Business Associate").

WHEREAS, Covered Entity and Business Associate have entered into, or are entering into, or may subsequently enter into, agreements or other documented arrangements (collectively, the "Business Arrangements") pursuant to which Business Associate may provide products and/or services for Covered Entity that require Business Associate to access, create and use health information that is protected by state and/or federal law; and

WHEREAS, pursuant to the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the U.S. Department of Health & Human Services ("HHS") promulgated the Standards for Privacy of Individually Identifiable Health Information (the "Privacy Standards"), at 45 C.F.R. Parts 160 and 164, requiring certain individuals and entities subject to the Privacy Standards (each a "Covered Entity", or collectively, "Covered Entities") to protect the privacy of certain individually identifiable health information ("Protected Health Information", or "PHI"); and

WHEREAS, pursuant to HIPAA, HHS has issued the Security Standards (the "Security Standards"), at 45 C.F.R. Parts 160, 162 and 164, for the protection of electronic protected health information ("EPI"); and

WHEREAS, in order to protect the privacy and security of PHI, including EPHI, created or maintained by or on behalf of the Covered Entity, the Privacy Standards and Security Standards require a Covered Entity to enter into a "business associate agreement" with certain individuals and entities providing services for or on behalf of the Covered Entity if such services require the use or disclosure of PHI or EPHI; and

WHEREAS, on February 17, 2009, the federal Health Information Technology for Economic and Clinical Health Act was signed into law (the "HITECH Act"), and the HITECH Act imposes certain privacy and security obligations on Covered Entities in addition to the obligations created by the Privacy Standards and Security Standards; and

WHEREAS, the HITECH Act revises many of the requirements of the Privacy Standards and Security Standards concerning the confidentiality of PHI and EPHI, including extending certain HIPAA and HITECH Act requirements directly to business associates; and

WHEREAS, Business Associate and Covered Entity desire to enter into this Business Associate Agreement;

NOW THEREFORE, in consideration of the mutual promises set forth in this Agreement and the Business Arrangements, and other good and valuable consideration, the sufficiency and receipt of which are hereby severally acknowledged, the parties agree as follows:

1. **Business Associate Obligations.** Business Associate may receive from Covered Entity, or create or receive on behalf of Covered Entity, health information that is protected under applicable state and/or federal law, including without limitation, PHI and EPHI. All capitalized terms not otherwise defined in this Agreement shall have the meanings set forth in the Privacy Standards, Security Standards or the HITECH Act, as applicable (collectively referred to hereinafter as the "Confidentiality Requirements"). All references to PHI herein shall be construed to include EPHI. Business

Associate agrees not to use or disclose (or permit the use or disclosure of) PHI in a manner that would violate the Confidentiality Requirements if the PHI were used or disclosed by Covered Entity in the same manner.

2. **Use of PHI.** Except as otherwise required by law, Business Associate shall use PHI in compliance with 45 C.F.R. § 164.504(e). Furthermore, Business Associate shall use PHI (i) solely for Covered Entity's benefit and only for the purpose of performing services for Covered Entity as such services are defined in Business Arrangements, and (ii) as necessary for the proper management and administration of the Business Associate or to carry out its legal responsibilities, provided that such uses are permitted under federal and state law. Covered Entity shall retain all rights in the PHI not granted herein. Use, creation and disclosure of de-identified health information by Business Associate are not permitted unless expressly authorized in writing by Covered Entity.
3. **Disclosure of PHI.** Subject to any limitations in this Agreement, Business Associate may disclose PHI to any third party persons or entities as necessary to perform its obligations under the Business Arrangement and as permitted or required by applicable federal or state law. Further, Business Associate may disclose PHI for the proper management and administration of the Business Associate, provided that (i) such disclosures are required by law, or (ii) Business Associate: (a) obtains reasonable assurances from any third party to whom the information is disclosed that it will be held confidential and further used and disclosed only as required by law or for the purpose for which it was disclosed to the third party; (b) requires the third party to agree to immediately notify Business Associate of any instances of which it is aware that PHI is being used or disclosed for a purpose that is not otherwise provided for in this Agreement or for a purpose not expressly permitted by the Confidentiality Requirements. Additionally, Business Associate shall ensure that all disclosures of PHI by Business Associate and the third party comply with the principle of "minimum necessary use and disclosure," i.e., only the minimum PHI that is necessary to accomplish the intended purpose may be disclosed; provided further, Business Associate shall comply with Section 13405(b) of the HITECH Act, and any regulations or guidance issued by HHS concerning such provision, regarding the minimum necessary standard and the use and disclosure (if applicable) of Limited Data Sets. If Business Associate discloses PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, to agents, including a subcontractor (collectively, "Recipients"), Business Associate shall require Recipients to agree in writing to the same restrictions and conditions that apply to the Business Associate under this Agreement. Business Associate shall report to Covered Entity any use or disclosure of PHI not permitted by this Agreement, of which it becomes aware, such report to be made within three (3) business days of the Business Associate becoming aware of such use or disclosure. In addition to Business Associate's obligations under Section 9, Business Associate agrees to mitigate, to the extent practical and unless otherwise requested by Covered Entity in writing or as directed by or as a result of a request by Covered Entity to disclose to Recipients, any harmful effect that is known to Business Associate and is the result of a use or disclosure of PHI by Business Associate or Recipients in violation of this Agreement.
4. **Individual Rights Regarding Designated Record Sets.** If Business Associate maintains a Designated Record Set on behalf of Covered Entity, Business Associate shall (i) provide access to, and permit inspection and copying of, PHI by Covered Entity or, as directed by Covered Entity, an individual who is the subject of the PHI under conditions and limitations required under 45 CFR §164.524, as it may be amended from time to time, and (ii) amend PHI maintained by Business Associate as requested by Covered Entity. Business Associate shall respond to any request from Covered Entity for access by an individual within five (5) days of such request and shall make any amendment requested by Covered Entity within ten (10) days of such request. Any information requested under this Section 4 shall be provided in the form or format requested, if it is readily producible in such form or format. Business Associate may charge a reasonable fee based upon the Business Associate's labor costs in responding to a request for electronic information (or a cost-based fee for the production of non-electronic media copies). Covered Entity shall determine whether a denial is appropriate or an exception applies. Business Associate shall notify Covered Entity within five (5) days of receipt of any request for access or amendment by an individual. Covered Entity shall

determine whether to grant or deny any access or amendment requested by the individual. Business Associate shall have a process in place for requests for amendments and for appending such requests to the Designated Record Set, as requested by Covered Entity.

5. **Accounting of Disclosures.** Business Associate shall make available to Covered Entity in response to a request from an individual, information required for an accounting of disclosures of PHI with respect to the individual in accordance with 45 CFR §164.528, as amended by Section 13405(c) of the HITECH Act and any related regulations or guidance issued by HHS in accordance with such provision. Business Associate shall provide to Covered Entity such information necessary to provide an accounting within thirty (30) days of Covered Entity's request or such shorter time as may be required by state or federal law. Such accounting must be provided without cost to the individual or to Covered Entity if it is the first accounting requested by an individual within any twelve (12) month period. For subsequent accountings within a twelve (12) month period, Business Associate may charge a reasonable fee based upon the Business Associate's labor costs in responding to a request for electronic information (or a cost-based fee for the production of non-electronic media copies) so long as Business Associate informs the Covered Entity and the Covered Entity informs the individual in advance of the fee, and the individual is afforded an opportunity to withdraw or modify the request. Such accounting obligations shall survive termination of this Agreement and shall continue as long as Business Associate maintains PHI.
6. **Withdrawal of Authorization.** If the use or disclosure of PHI in this Agreement is based upon an individual's specific authorization for the use of his or her PHI, and (i) the individual revokes such authorization in writing, (ii) the effective date of such authorization has expired, or (iii) the consent or authorization is found to be defective in any manner that renders it invalid, Business Associate agrees, if it has notice of such revocation or invalidity, to cease the use and disclosure of any such individual's PHI except to the extent it has relied on such use or disclosure, or where an exception under the Confidentiality Requirements expressly applies.
7. **Records and Audit.** Business Associate shall make available to the U.S. Department of Health and Human Services or its agents, its internal practices, books, and records relating to the use and disclosure of PHI received from, created, or received by Business Associate on behalf of Covered Entity for the purpose of determining Covered Entity's compliance with the Confidentiality Requirements or any other health oversight agency, in a time and manner designated by the Secretary. Except to the extent prohibited by law, Business Associate agrees to notify Covered Entity immediately upon receipt by Business Associate of any and all requests by or on behalf of any and all federal, state and local government authorities served upon Business Associate for PHI.
8. **Implementation of Security Standards; Notice of Security Incidents.** Business Associate will use appropriate safeguards to prevent the use or disclosure of PHI other than as expressly permitted under this Agreement. Business Associate will implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the PHI that it creates, receives, maintains or transmits on behalf of Covered Entity. Business Associate acknowledges that the HITECH Act requires Business Associate to comply with 45 C.F.R. §§ 164.308, 164.310, 164.312, 164.314, and 164.316 as if Business Associate were a Covered Entity, and Business Associate agrees to comply with these provisions of the Security Standards and all additional security provisions of the HITECH Act. Furthermore, to the extent feasible, Business Associate will use commercially reasonable efforts to ensure that the technology safeguards used by Business Associate to secure PHI will render such PHI unusable, unreadable and indecipherable to individuals unauthorized to acquire or otherwise have access to such PHI in accordance with HHS Guidance published at 74 Federal Register 19006 (April 17, 2009), or such later regulations or guidance promulgated by HHS or issued by the National Institute for Standards and Technology ("NIST") concerning the protection of identifiable data such as PHI. Business Associate acknowledges and agrees that the HIPAA Omnibus Rule finalized January 25, 2013 at 78 Fed. Reg. 5566 requires Business Associate to comply with new and modified obligations imposed by that rule under 45 C.F.R. §164.306, 45 C.F.R. § 164.308, 45 C.F.R. § 163.310, 45 C.F.R. § 164.312,

45 C.F.R. § 164.316, 45 C.F.R. § 164.502, 45 C.F.R. § 164.504. Lastly, Business Associate will promptly report to Covered Entity any successful Security Incident of which it becomes aware. At the request of Covered Entity, Business Associate shall identify: the date of the Security Incident, the scope of the Security Incident, the Business Associate's response to the Security Incident and the identification of the party responsible for causing the Security Incident, if known. Business Associate and Covered Entity shall take reasonable measures to ensure the availability of all affirmative defenses under the HITECH Act, HIPAA, and other state and federal laws and regulations governing PHI and EPHI.

9. Data Breach Notification and Mitigation.

- a. **HIPAA Data Breach Notification and Mitigation.** Business Associate agrees to implement reasonable systems for the discovery and prompt reporting of any "breach" of "unsecured PHI" as those terms are defined by 45 C.F.R. §164.402 (hereinafter a "HIPAA Breach"). The parties acknowledge and agree that 45 C.F.R. §164.404, as described below in this Section 9.1, governs the determination of the date of a HIPAA Breach. In the event of any conflict between this Section 9.1 and the Confidentiality Requirements, the more stringent requirements shall govern. Business Associate will, following the discovery of a HIPAA Breach, notify Covered Entity immediately and in no event later than three (3) business days after Business Associate discovers such HIPAA Breach, unless Business Associate is prevented from doing so by 45 C.F.R. §164.412 concerning law enforcement investigations. For purposes of reporting a HIPAA Breach to Covered Entity, the discovery of a HIPAA Breach shall occur as of the first day on which such HIPAA Breach is known to the Business Associate or, by exercising reasonable diligence, would have been known to the Business Associate. Business Associate will be considered to have had knowledge of a HIPAA Breach if the HIPAA Breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the HIPAA Breach) who is an employee, officer or other agent of the Business Associate. No later than seven (7) business days following a HIPAA Breach, Business Associate shall provide Covered Entity with sufficient information to permit Covered Entity to comply with the HIPAA Breach notification requirements set forth at 45 C.F.R. §164.400 *et seq.* Specifically, if the following information is known to (or can be reasonably obtained by) the Business Associate, Business Associate will provide Covered Entity with: (i) contact information for individuals who were or who may have been impacted by the HIPAA Breach (e.g., first and last name, mailing address, street address, phone number, email address); (ii) a brief description of the circumstances of the HIPAA Breach, including the date of the HIPAA Breach and date of discovery; (iii) a description of the types of unsecured PHI involved in the HIPAA Breach (e.g., names, social security number, date of birth, address(es), account numbers of any type, disability codes, diagnostic and/or billing codes and similar information); (iv) a brief description of what the Business Associate has done or is doing to investigate the HIPAA Breach, mitigate harm to the individual impacted by the HIPAA Breach, and protect against future HIPAA Breaches; and (v) appoint a liaison and provide contact information for same so that the Covered Entity may ask questions or learn additional information concerning the HIPAA Breach. Following a HIPAA Breach, Business Associate will have a continuing duty to inform Covered Entity of new information learned by Business Associate regarding the HIPAA Breach, including but not limited to the information described in items (i) through (v), above.
- b. **Data Breach Notification and Mitigation Under Other Laws.** In addition to the requirements of Section 9.1, Business Associate agrees to implement reasonable systems for the discovery and prompt reporting of any breach of individually identifiable information (including but not limited to PHI, and referred to hereinafter as "Individually Identifiable Information") that, if misused, disclosed, lost or stolen, Covered Entity believes would trigger an obligation under one or more State data breach notification laws (each a "State Breach") to notify the individuals who are the subject of the information. Business Associate agrees that in the event any Individually Identifiable Information is lost, stolen, used or disclosed in violation of

one or more State data breach notification laws, Business Associate shall promptly: (i) cooperate and assist Covered Entity with any investigation into any State Breach or alleged State Breach; (ii) cooperate and assist Covered Entity with any investigation into any State Breach or alleged State Breach conducted by any State Attorney General or State Consumer Affairs Department (or their respective agents); (iii) comply with Covered Entity's determinations regarding Covered Entity's and Business Associate's obligations to mitigate to the extent practicable any potential harm to the individuals impacted by the State Breach; and (iv) assist with the implementation of any decision by Covered Entity or any State agency, including any State Attorney General or State Consumer Affairs Department (or their respective agents), to notify individuals impacted or potentially impacted by a State Breach.

- c. **Breach Indemnification.** Business Associate shall indemnify, defend and hold Covered Entity and its officers, directors, employees, agents, successors and assigns harmless, from and against all reasonable losses, claims, actions, demands, liabilities, damages, costs and expenses (including costs of judgments, settlements, court costs and reasonable attorneys' fees actually incurred) (collectively, "Information Disclosure Claims") arising from or related to: (i) the use or disclosure of Individually Identifiable Information (including PHI) by Business Associate in violation of the terms of this Agreement or applicable law, and (ii) whether in oral, paper or electronic media, any HIPAA Breach of unsecured PHI and/or State Breach of Individually Identifiable Information by Business Associate. If Business Associate assumes the defense of an Information Disclosure Claim, Covered Entity shall have the right, at its expense and without indemnification notwithstanding the previous sentence, to participate in the defense of such Information Disclosure Claim. Business Associate shall not take any final action with respect to any Information Disclosure Claim without the prior written consent of Covered Entity. Covered Entity likewise shall not take any final action with respect to any Information Disclosure Claim without the prior written consent of Business Associate. To the extent permitted by law and except when caused by an act of Covered Entity or resulting from a disclosure to a Recipient required or directed by Covered Entity to receive the information, Business Associate shall be fully liable to Covered Entity for any acts, failures or omissions of Recipients in furnishing the services as if they were the Business Associate's own acts, failures or omissions.

- i. Covered Entity shall indemnify, defend and hold Business Associate and its officers, directors, employees, agents, successors and assigns harmless, from and against all reasonable losses, claims, actions, demands, liabilities, damages, costs and expenses (including costs of judgments, settlements, court costs and reasonable attorneys' fees actually incurred) (collectively, "Information Disclosure Claims") arising from or related to: (i) the use or disclosure of Individually Identifiable Information (including PHI) by Covered Entity, its subcontractors, agents, or employees in violation of the terms of this Agreement or applicable law, and (ii) whether in oral, paper or electronic media, any HIPAA Breach of unsecured PHI and/or State Breach of Individually Identifiable Information by Covered Entity, its subcontractors, agents, or employees.
- ii. Covered Entity and Business Associate shall seek to keep costs or expenses that the other may be liable for under this Section 9, including Information Disclosure Claims, to the minimum reasonably required to comply with the HITECH Act and HIPAA. Covered Entity and Business Associate shall timely raise all applicable affirmative defenses in the event a violation of this Agreement, or a use or disclosure of PHI or EPHI in violation of the terms of this Agreement or applicable law occurs.

10. **Term and Termination.**

- a. This Agreement shall commence on the Effective Date and shall remain in effect until terminated in accordance with the terms of this Section 10, provided, however, that termination shall not affect the respective obligations or rights of the parties arising under this

Agreement prior to the effective date of termination, all of which shall continue in accordance with their terms.

- b. Covered Entity shall have the right to terminate this Agreement for any reason upon thirty (30) days written notice to Business Associate.
 - c. Covered Entity, at its sole discretion, may immediately terminate this Agreement and shall have no further obligations to Business Associate if any of the following events shall have occurred and be continuing:
 - i. Business Associate fails to observe or perform any material covenant or obligation contained in this Agreement for ten (10) days after written notice thereof has been given to the Business Associate by Covered Entity; or
 - ii. A violation by the Business Associate of any provision of the Confidentiality Requirements or other applicable federal or state privacy law relating to the obligations of the Business Associate under this Agreement.
 - d. Termination of this Agreement for either of the two reasons set forth in Section 10.c above shall be cause for Covered Entity to immediately terminate for cause any Business Arrangement pursuant to which Business Associate is entitled to receive PHI from Covered Entity.
 - e. Upon the termination of all Business Arrangements, either Party may terminate this Agreement by providing written notice to the other Party.
 - f. Upon termination of this Agreement for any reason, Business Associate agrees either to return to Covered Entity or to destroy all PHI received from Covered Entity or otherwise through the performance of services for Covered Entity, that is in the possession or control of Business Associate or its agents. In the case of PHI which is not feasible to "return or destroy," Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. Business Associate further agrees to comply with other applicable state or federal law, which may require a specific period of retention, redaction, or other treatment of such PHI.
11. **No Warranty.** PHI IS PROVIDED TO BUSINESS ASSOCIATE SOLELY ON AN "AS IS" BASIS. COVERED ENTITY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.
12. **Ineligible Persons.** Business Associate represents and warrants to Covered Entity that Business Associate (i) is not currently excluded, debarred, or otherwise ineligible to participate in any federal health care program as defined in 42 U.S.C. Section 1320a-7b(f) ("the Federal Healthcare Programs"); (ii) has not been convicted of a criminal offense related to the provision of health care items or services and not yet been excluded, debarred, or otherwise declared ineligible to participate in the Federal Healthcare Programs, and (iii) is not under investigation or otherwise aware of any circumstances which may result in Business Associate being excluded from participation in the Federal Healthcare Programs. This shall be an ongoing representation and warranty during the term of this Agreement, and Business Associate shall immediately notify Covered Entity of any change in the status of the representations and warranty set forth in this section. Any breach of this section shall give Covered Entity the right to terminate this Agreement immediately for cause.
13. **Miscellaneous.**
- a. **Notice.** All notices, requests, demands and other communications required or permitted to be given or made under this Agreement shall be in writing, shall be effective upon receipt or attempted delivery, and shall be sent by (i) personal delivery; (ii) certified or registered United

States mail, return receipt requested; or (iii) overnight delivery service with proof of delivery. Notices shall be sent to the addresses below. Neither party shall refuse delivery of any notice hereunder.

If to Covered Entity:

Fluvanna County
Compliance Office
ATTENTION: Debbie Smith
132 Main Street
Palmyra, VA 22963

Fluvanna County Sheriff
123 Main Street
Palmyra, VA 22963

Fluvanna County
ATTN: Ms. Cyndi Toler
132 Main Street
Palmyra, VA 22963

With a copy to:

Fluvanna County Attorney
414 East Jefferson Street
Charlottesville, VA 22902

If to Business Associate:

ImageTrend, Inc.
Attn: Michael J. McBrady
20855 Kensington Blvd.
Lakeville, MN 55044

14. **Waiver.** No provision of this Agreement or any breach thereof shall be deemed waived unless such waiver is in writing and signed by the Party claimed to have waived such provision or breach. No waiver of a breach shall constitute a waiver of or excuse any different or subsequent breach.
15. **Assignment.** Neither Party may assign (whether by operation or law or otherwise) any of its rights or delegate or subcontract any of its obligations under this Agreement without the prior written consent of the other Party. Notwithstanding the foregoing, Covered Entity shall have the right to assign its rights and obligations hereunder to any entity that is an affiliate or successor of Covered Entity, without the prior approval of Business Associate.
16. **Severability.** Any provision of this Agreement that is determined to be invalid or unenforceable will be ineffective to the extent of such determination without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such remaining provisions.
17. **Entire Agreement.** This Agreement constitutes the complete agreement between Business Associate and Covered Entity relating to the matters specified in this Agreement, and supersedes all prior representations or agreements, whether oral or written, with respect to such matters. In the event of any conflict between the terms of this Agreement and the terms of the Business Arrangements or any such later agreement(s), the terms of this Agreement shall control unless the

terms of such Business Arrangements are more strict with respect to PHI and comply with the Confidentiality Requirements, or the parties specifically otherwise agree in writing. No oral modification or waiver of any of the provisions of this Agreement shall be binding on either Party; provided, however, that upon the enactment of any law, regulation, court decision or relevant government publication and/or interpretive guidance or policy that the Covered Entity believes in good faith will adversely impact the use or disclosure of PHI under this Agreement, Covered Entity may amend the Agreement to comply with such law, regulation, court decision or government publication, guidance or policy by delivering a written amendment to Business Associate which shall be effective thirty (30) days after receipt. No obligation on either Party to enter into any transaction is to be implied from the execution or delivery of this Agreement. This Agreement is for the benefit of, and shall be binding upon the parties, their affiliates and respective successors and assigns. No third party shall be considered a third-party beneficiary under this Agreement, nor shall any third party have any rights as a result of this Agreement.

18. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the state in which Business Associate is located, excluding its conflicts of laws provisions. Jurisdiction and venue for any dispute relating to this Agreement shall exclusively rest with the state and federal courts in the county in which Business Associate is located.
19. **Equitable Relief.** The parties understand and acknowledge that any disclosure or misappropriation of any PHI in violation of this Agreement will cause the other irreparable harm, the amount of which may be difficult to ascertain, and therefore agrees that the injured party shall have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining any such further disclosure or breach and for such other relief as the injured party shall deem appropriate. Such right is to be in addition to the remedies otherwise available to the parties at law or in equity. Each party expressly waives the defense that a remedy in damages will be adequate and further waives any requirement in an action for specific performance or injunction for the posting of a bond.
20. **Nature of Agreement; Independent Contractor.** Nothing in this Agreement shall be construed to create (i) a partnership, joint venture or other joint business relationship between the parties or any of their affiliates, or (ii) a relationship of employer and employee between the parties. Business Associate is an independent contractor, and not an agent of Covered Entity. This Agreement does not express or imply any commitment to purchase or sell goods or services.
21. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. In making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart executed by the party against whom enforcement of this Agreement is sought. Signatures to this Agreement transmitted by facsimile transmission, by electronic mail in portable document format (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same force and effect as physical execution and delivery of the paper document bearing the original signature.

(SIGNATURE PAGE TO FOLLOW.)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

COVERED ENTITY:
Fluvanna County Sheriff

By: [Signature]

Eric Hess
(Print or Type Name)

Sheriff
(Title)

Date: _____

Fluvanna County

By: [Signature]

Steven M. Nichols, County Administrator

Date: 1/23/18

BUSINESS ASSOCIATE:
ImageTrend, Inc.

By: [Signature]

Michael J. McBrath
(Print or Type Name)

President
(Title)

Date: 12-29-2017

EXHIBIT D – INSURANCE CERTIFICATE

Intentionally left blank

EXHIBIT E –TAX EXEMPTION CERTIFICATE

CLIENT to provide completed Tax Exemption Form, Tax Exemption Certificate, or other applicable documentation from the State Department regarding their Tax Exemption Status.

STAGNATIONEN KONTAKTIEREN SIE: 0719190920



Exhibit 1

2015 DEC 7 AM 10 09

Marissa J. Levine, MD, MPH, FAAFP
State Health Commissioner

COMMONWEALTH of VIRGINIA
Department of Health

Office of Emergency Medical Services
1041 Technology Park Drive
Glen Allen, VA 23059-4500

Gary R. Brown
Director

P. Scott Winston
Assistant Director

1-800-523-6019 (VA only)
804-888-9100 (Main Office)
804-888-9120 (Training Office)
FAX: 804-371-3108

SOLE SOURCE CONTRACT

Contract Number: 517-16-101

This contract entered into this 1st day of December, 2015 by the Virginia Department of Health, Office of Emergency Medical Services hereinafter called the "Purchasing Agency" and the ImageTrend, Inc., 20855 Kensington Boulevard, Lakeville, MN 55044 hereinafter called the "Contractor".

WITNESSETH that the Contractor and the Purchasing Agency, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF CONTRACT: The Contractor shall provide the services to the Purchasing Agency as set forth in the Contract Documents.

PERIOD OF PERFORMANCE: From December 1, 2015 through June 30, 2018 (3 One-Year Renewals)

The contract documents shall consist of:

1. This signed form;
2. The attached purchasing description, which consists of:
 - a. The Scope of Work, and/or item description
 - b. The General Terms and Conditions
 - c. The Special Terms and Conditions all of which documents are incorporated herein.
 - d. Payment Schedule

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

CONTRACTOR

Michael J. McBrady
Signature
Michael J. McBrady
Print Name
President
Title
12/03/2015
Date

PURCHASING AGENCY

Marissa J. Levine
Signature
for Marissa J. Levine, M.D., MPH
Print Name
Commissioner, Virginia Department of Health
Title
12/10/2015
Date

Note: This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, &2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

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I. STATEMENT OF NEEDS:

A. Purpose:

The intent and purpose of this Contract is to establish an agreement between the Virginia Department of Health, Office of Emergency Medical Services (hereinafter referred as Purchasing Agency), an agency of the Commonwealth of Virginia, and the ImageTrend, Inc (hereinafter referred as Contractor) for consulting services to maintain, modify and customize existing Commercial-Off-The-Shelf Software (COTS). The ImageTrend application software product is a suite of modules designed to meet the needs of state, hospital, emergency medical services (EMS), and fire service organizations.

This COTS product provides a state EMS Registry, state Electronic Medical Record, state Trauma Registry, hospital Trauma Registry, Fire Services Electronic Reporting System and Fire Inspections, statewide hospital EMS record integration, a robust Data Analytic Tool, Emergency Preparedness Application, Patient Tracking Tool, Inventory Management, Vehicle Maintenance, Computer Aided Dispatch integration, Licensure and Inspections, and Human Resource Management tool.

B. Background:

This contract is being conducted on behalf of state and local government agencies, institutions and other public bodies, Virginia licensed EMS agencies, Fire Service agencies and, Virginia licensed hospitals that may purchase applicable ImageTrend software program modules during the period of the contract.

II. Scope of Services:

- A. This Master agreement (the "Agreement" or "Contract") specifies the contractual terms and conditions by which the Commonwealth of Virginia and Additional Users will acquire software ("Software" and "Software product") and services ("Services") as identified herein, from the Contractor.
- B. As used in this Agreement:
 1. Contractor Software and Services shall be all items listed in Attachment 1 VDH/OEMS ImageTrend Pricing Schedule.
 2. "Software" and "Software product" shall include all related software materials and documentation, whether in machine-readable or printed form. "Services" are all technical services, which may include, but not be limited to: installation, warranty/maintenance support, programming, trouble-shooting, consulting and training.
 3. Authorized Users include state and local government agencies, institutions and other public bodies, Virginia licensed EMS agencies, Fire Service agencies and, Virginia licensed hospitals that may purchase applicable ImageTrend software program modules during the period of the contract.
- C. Attachment 1 VDH/OEMS ImageTrend Pricing Schedule, attached hereto and incorporated herein, identifies specific Software and Services descriptions and pricing associated with ImageTrend, Inc. provided for under this Agreement.
- D. All Software and Services shall be supplied in conformance with the terms and conditions of this Master Agreement, Attachment 2 – Statement of Work (SOW), Attachment 3 – Scope of Work and any duly executed Attachment, Order, or Schedule referencing this Agreement.
- E. Upon receipt of a valid Purchase Order through eVA or any other authorized ordering process from an authorized Additional Users, the Contractor shall commence work to install all Software and/or deliver Services as stipulated in the Purchase Order.

III. GENERAL TERMS AND CONDITIONS:

A. VENDORS MANUAL:

This contract is subject to the provisions of the Commonwealth of Virginia Vendors Manual and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the Vendors Manual. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.eva.virginia.gov under "Vendors Manual" on the "Vendor" tab.

B. APPLICABLE LAWS AND COURTS:

This contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the Contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (Code of Virginia, §2.2-4366). ADR procedures are described in Chapter 9 of the Vendors Manual. The Contractor shall comply with all applicable federal, state and local laws, rules and regulations.

C. ANTI-DISCRIMINATION:

By signing this contract, the Contractor certifies to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and §2.2-4311 of the Virginia Public Procurement Act. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body (Code of Virginia, §2.2-4343.1E).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the Contractor agrees as follows:

- a) The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- b) The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
- c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

2. The Contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

D. ETHICS IN PUBLIC CONTRACTING:

By signing this contract, the Contractor certifies that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services

or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

E. IMMIGRATION REFORM AND CONTROL ACT OF 1986:

By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

F. DEBARMENT STATUS:

By participating in this procurement, the vendor certifies that they are not currently debarred by the Commonwealth of Virginia from submitting a response for the type of goods and/or services covered by this solicitation. Vendor further certifies that they are not debarred from filling any order or accepting any resulting order, or that they are an agent of any person or entity that is currently debarred by the Commonwealth of Virginia.

G. ANTITRUST:

By entering into a contract, the Contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.

H. PAYMENT:

1. To Prime Contractor:

- a) Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number, social security number (for individual Contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- b) Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c) All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the Contractor at the contract price, regardless of which public agency is being billed.
- d) The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e) **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, Contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges, which appear to be unreasonable, will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the Contractor, in writing, as to those charges, which it considers unreasonable, and the basis for the determination. A Contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges, which are not in dispute (Code of Virginia, §2.2-4363).

2. To Subcontractors:

a) A Contractor awarded a contract under this solicitation is hereby obligated:

- (1) To pay the subcontractor(s) within seven (7) days of the Contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
- (2) To notify the agency and the subcontractor(s), in writing, of the Contractor's intention to withhold payment and the reason.

b) The Contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the Contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier Contractor performing under the primary contract. A Contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

3. Each prime Contractor who wins an award in which provision of a SWaM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWaM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.

4. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.

I. PRECEDENCE OF TERMS:

The following General Terms and Conditions: VENDORS MANUAL, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST AND PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

J. QUALIFICATIONS OF CONTRACTOR:

The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the Contractor to perform the services and the Contractor shall furnish to the Commonwealth all such information and data for this purpose as may be requested.

K. TESTING AND INSPECTION:

The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

L. ASSIGNMENT OF CONTRACT:

A contract shall not be assignable by the Contractor in whole or in part without the written consent of the Commonwealth.

M. CHANGES TO THE CONTRACT:

Changes can be made to the contract in any of the following ways:

1. The parties may agree in writing to modify the terms, conditions, or scope of the contract. Any additional goods or services to be provided shall be of a sort that is ancillary to the contract goods or services, or within the

same broad product or service categories as were included in the contract award. Any increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.

2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt, unless the contractor intends to claim an adjustment to compensation, schedule, or other contractual impact that would be caused by complying with such notice, in which case the contractor shall, in writing, promptly notify the Purchasing Agency of the adjustment to be sought, and before proceeding to comply with the notice, shall await the Purchasing Agency's written decision affirming, modifying, or revoking the prior written notice. If the Purchasing Agency decides to issue a notice that requires an adjustment to compensation, the contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:

- a) By mutual agreement between the parties in writing; or
- b) By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
- c) By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Vendors Manual. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

N. DEFAULT:

In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies, which the Commonwealth may have.

O. TAXES:

Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.

P. DRUG FREE WORKPLACE:

During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees, (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance, marijuana or alcohol is prohibited in the Contractor's workplace and specifying the actions

that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a Contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance, marijuana or alcohol during the performance of the contract.

Q. NONDISCRIMINATION OF CONTRACTORS:

A Bidder, Offeror, or Contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

R. eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION:

The eVA Internet electronic procurement solution, website portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution by completing the free eVA Vendor Registration. All bidders or offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the bid/proposal being rejected. Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:

1. For orders issued July 1, 2014 and after, the Vendor Transaction Fee is:
 - a) DSBSD-certified Small Businesses: 1%, capped at \$500 per order.
 - b) Businesses that are not DSBSD-certified Small Businesses: 1%, capped at \$1,500 per order.
2. For orders issued prior to July 1, 2014 the vendor transaction fees can be found at www.eVA.virginia.gov.

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, approximately 30 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.

S. AVAILABILITY OF FUNDS:

It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

T. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:

A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the Virginia Public Procurement Act shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

IV. SPECIAL TERMS AND CONDITIONS:

A. AUDIT:

The Contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

B. CANCELLATION OF CONTRACT:

The Purchasing Agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the Contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

C. eVA BUSINESS-TO-GOVERNMENT CONTRACTS AND ORDERS:

It is anticipated that the contract will result in multiple purchase orders (i.e., one for each delivery requirement) with the eVA transaction fee specified below assessed for each order.

1. For orders issued July 1, 2011 thru December 31, 2013, the Vendor Transaction Fee is:
 - a) DSBSD-certified Small Businesses: 0.75%, capped at \$500 per order.
 - b) Businesses that are not DSBSD-certified Small Businesses: 0.75%, capped at \$1,500 per order.
2. For orders issued January 1, 2014, and after, the Vendor Transaction Fee is:
 - a) DSBSD-certified Small Businesses: 1%, capped at \$500 per order.
 - b) Businesses that are not DSBSD-certified Small Businesses: 1%, capped at \$1,500 per order.

The specified vendor transaction fee will be invoiced by the Commonwealth of Virginia Department of General Services, approximately 30 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.

The eVA Internet electronic procurement solution, website portal www.eva.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies.

Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution and agree to comply with the following: If this solicitation is for a term contract, failure to provide an electronic catalog (price list) or index page catalog for items awarded will be just cause for the Commonwealth to reject your bid/offer or terminate this contract for default. The format of this electronic catalog shall conform to the eVA Catalog Interchange Format (CIF) Specification that can be accessed and downloaded from www.eVA.virginia.gov. Contractors should email Catalog or Index Page information to eVA-catalog-manager@dgs.virginia.gov.

D. PRIME CONTRACTOR RESPONSIBILITIES:

The Contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using their best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime Contractor. The Contractor agrees that he is as fully responsible for the acts and omissions of their subcontractors and of persons employed by them as he is for the acts and omissions of their own employees.

E. RENEWAL OF CONTRACT:

This contract may be renewed by the Commonwealth for 3 successive one year periods) under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases may be negotiated only at the

time of renewal. Written notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.

1. If the Commonwealth elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by more than the percentage increase/decrease of the Services: Other Services category of the CPI-U section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
2. If during any subsequent renewal periods, the Commonwealth elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the Services: Other Services category of the CPI-U section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

F. ADDITIONAL USERS:

This contract is being conducted on behalf of state and local government agencies, institutions and other public bodies, Virginia licensed EMS agencies, Fire Service agencies and, Virginia licensed hospitals that may purchase applicable ImageTrend software program modules during the period of the contract.

G. CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION:

The contractor assures that information and data obtained as to personal facts and circumstances related to patients or clients will be collected and held confidential, during and following the term of this agreement, and unless disclosure is required pursuant to court order, subpoena or other regulatory authority, will not be divulged without the individual's and the agency's written consent and only in accordance with federal law or the Code of Virginia. Contractors who utilize, access, or store personally identifiable information as part of the performance of a contract are required to safeguard this information and immediately notify the agency of any breach or suspected breach in the security of such information. Contractors shall allow the agency to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Contractors and their employees working on this project may be required to sign a confidentiality statement.

H. CONTINUITY OF SERVICES:

1. The Contractor recognizes that the services under this contract are vital to the Agency and must be continued without interruption and that, upon contract expiration, a successor, either the Agency or another contractor, may continue them. The Contractor agrees:
 - a) To exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor;
 - b) To make all Agency owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to successor; and
 - c) That the Agency Contracting Officer shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor.
2. The Contractor shall, upon written notice from the Contract Officer, furnish phase-in/phase-out services for up to ninety (90) days after this contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Contract Officer's approval.
3. The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract. All phase-in/phase-out work fees must be approved by the Contract Officer in writing prior to commencement of said work.

I. E-VERIFY PROGRAM:

EFFECTIVE 12/1/13. Pursuant to *Code of Virginia*, §2.2-4308.2., any employer with more than an average of 50 employees for the previous 12 months entering into a contract in excess of \$50,000 with any agency of the Commonwealth to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to such public contract. Any such employer who fails to comply with these provisions shall be debarred from contracting with any agency of the Commonwealth for a period up to one year. Such debarment shall cease upon the employer's registration and participation in the E-Verify program. If requested, the employer shall present a copy of their Maintain Company page from E-Verify to prove that they are enrolled in E-Verify.

V. SPECIAL TERMS AND CONDITIONS—Information Technology Goods & Services

A. CONFIDENTIALITY:

CONFIDENTIALITY (Commonwealth): The Commonwealth agrees that neither it nor its employees, representatives, or agents shall knowingly divulge any proprietary information with respect to the operation of the software, the technology embodied therein, or any other trade secret or proprietary information related thereto, except as specifically authorized by the contractor in writing or as required by the Freedom of Information Act or similar law. It shall be the contractor's responsibility to fully comply with § 2.2-4342F of the *Code of Virginia*. All trade secrets or proprietary information must be identified in writing or other tangible form and conspicuously labeled as "proprietary" either prior to or at the time of submission to the Commonwealth.

CONFIDENTIALITY (Contractor): The contractor assures that information and data obtained as to personal facts and circumstances related to patients or clients will be collected and held confidential, during and following the term of this agreement, and will not be divulged without the individual's and the agency's written consent. Any information to be disclosed, except to the agency, must be in summary, statistical, or other form which does not identify particular individuals. Contractors and their employees working on this project will be required to sign the Confidentiality statement in this solicitation.

B. DEFINITIONS:

DEFINITION - EQUIPMENT: As used herein, the terms equipment, product, or system shall include hardware and software (when applicable) and any materials or supporting documentation. Such documentation may include but is not limited to: users' guides, operations manuals with part lists, copies of all applicable warranties, and any other pertinent information necessary for the proper operation and maintenance of the equipment being acquired.

DEFINITION - SOFTWARE: As used herein, the terms software, product, or software products shall include all related materials and documentation whether in machine readable or printed form.

C. EXCESSIVE DOWNTIME:

Equipment or software furnished under the contract shall be capable of continuous operation. Should the equipment or software become inoperable for a period of more than 24 hours, the contractor agrees to pro-rate maintenance charges to account for each full day of interoperability. The period of in operability shall commence upon initial notification. In the event the equipment or software remains inoperable for more than 1 consecutive calendar days, the contractor shall promptly replace the equipment or software at no charge upon request of the procuring agency. Such replacement shall be with new, unused product(s) of comparable quality, and must be installed and operational within 3 days following the request for replacement.

D. OWNERSHIP OF INTELLECTUAL PROPERTY:

All copyright and patent rights to all data created, stored, or otherwise produced within the Software system that is the subject of the performance of this contract shall become the sole property of the Commonwealth. On request, the contractor shall promptly provide an acknowledgment or assignment in a tangible form satisfactory to the Commonwealth to evidence the Commonwealth's sole ownership of all raw data, any reports created or stored or any subset of the data stored in other ways or developed in the performance of the contract.

E. QUALIFIED REPAIR PERSONNEL:

All warranty or maintenance services to be performed on the items specified in this solicitation as well as any associated hardware or software shall be performed by qualified technicians properly authorized by the manufacturer to perform such services. The Commonwealth reserves the right to require proof of certification prior to award and at any time during the term of the contract.

F. SERVICE PERIOD (EXTENDED):

Due to the criticality of the applications for which the equipment and/or software is purchased, the contractor shall provide 24 hours a day, 7 days a week, application support, including state holidays. This level of support will be confined to system outages, poor server performance affecting the ePCR, CAD, and billing functions of the application, and data breaches. A telephone number or on-call paging system shall be available and a live response made within 30 minutes. All necessary repairs or corrections shall be completed within four hours of the initial notification.

G. SOFTWARE UPGRADES:

The Commonwealth shall be entitled to any and all upgraded versions of the software covered in the contract that becomes available from the contractor. The maximum charge for upgrade shall not exceed the total difference between the cost of the Commonwealth's current version and the price the contractor sells or licenses the upgraded software under similar circumstances.

H. SOFTWARE DISPOSITION:

Unless otherwise instructed by the contractor, the Commonwealth shall render unusable all copies of software acquired under the contract within thirty (30) days of termination of its license, except that the Commonwealth does reserve the right to retain one copy of the software for archival purposes when appropriate.

I. SOURCE CODE:

In the event the contractor: ceases to be solvent or admits in writing contractor's inability to pay debts as they mature; or if contractor petitions for bankruptcy (or under similar receivership statute), or if contractor otherwise ceases to do business as an ongoing concern, the Commonwealth shall be entitled to have, use, and duplicate for its own use, a copy of the source code and associated documentation for the software products covered by the contract. Until such time as a complete copy of such material is provided, the Commonwealth shall have exclusive right to possess all physical embodiments of such contractor owned materials. The rights of the Commonwealth in this respect shall survive for a period of twenty (20) years after the expiration or termination of the contract. All lease and royalty fees necessary to support this right are included in the initial license fee as contained in the pricing schedule.

J. WARRANTY AGAINST SHUTDOWN DEVICES:

The contractor warrants that the equipment and software provided under the contract shall not contain any lock, counter, CPU reference, virus, worm, or other device capable of halting operations or erasing or altering data or programs. Contractor further warrants that neither it, nor its agents, employees, or subcontractors shall insert any shutdown device following delivery of the equipment and software.

VI. METHOD OF PAYMENT:

The Contractor agrees to provide the services specified herein and will be paid as defined in Section V. Pricing Schedule. Payments will be made in accordance with the Prompt Payment Act of Virginia.

Invoices for orders placed by the VDH Office of EMS shall be submitted electronically to:

Office of Emergency Medical Services
Virginia Department of Health
Attention: Paul Sharpe, Contract Administrator
1041 Technology Park Drive
Glen Allen, VA 23059-4500

All invoices from the Contractor shall identify, at a minimum, the following:

Contract Number: 517-16-101
 eVA Purchase Order #:
 Invoice Date:
 Invoice Number:
 Description of Service:
 Cost per Pricing Schedule (attachment 1):

Invoices for orders placed by Additional Users shall be submitted to meet their requirements as mutually agreed upon.

VII. PRICING SCHEDULE:

The Contractor will charge a fee described in the attached pricing schedule. The fee includes all services described in the scope of work and is broken down as shown. The Contractor will produce invoices to initiate these payments in a timely manner as requested by the Purchasing Agency.

Attachment 1: VDH/OEMS ImageTrend Pricing Schedule Contract # 601-517-16-101

Attachment 1: VDH/OEMS ImageTrend Pricing Schedule Contract # 517-16-101**PRICING SCHEDULE A:**

Available to the Virginia Department of Health – Office of EMS		
Description	Price	Rate
State Bridge or Elite EMS		
ImageTrend Elite EMS Upgrade	Included	
ImageTrend Elite EMS Upgrade Implementation Package	Included	
State System: Project management hours include 12 hours with an implementation staff member	Included	
EMS Elite/State Bridge Annual Support (EMS Repository) to include data mart accessible by ODBC connection for use with other statistical software.	\$19,200.00	Annual Fee
ImageTrend Elite Field: EMS Upgrade		
** Please refer to attached ImageTrend Elite Product Upgrade Software Licensing Agreement for NEMSIS Conversion Plan for further detail on included items.	**Included	
EMS Elite Field/Field Bridge (ePCR) Annual Support	\$16,000.00	Annual Fee
Visual Informatics - EMS Cube (ad-hoc & all cube & mapping features)	\$7,680.00	Annual Fee
Annual Fee for Comparative Analysis Reports & key performance indicators via the EMS Compass	\$4,850.00	Annual Fee
NEMSIS Extract (Billing Module) Annual Support	\$800.00	Annual Fee
CAD API Annual Support	\$1,600.00	Annual Fee
Vehicle Maintenance Module		
Vehicle Maintenance Module Annual Fees	\$4,000.00	Annual Fee
Hospital HUB (replaces Hospital Dashboard)		
Hospital HUB Setup and Access for State Systems (Resource Bridge module)	\$30,000.00	One-Time
<i>Note: Includes unlimited number of hospital accounts within the Commonwealth of Virginia</i>		
Hospital HUB Annual Support	\$6,000.00	Annual Fee
Hospital HUB Annual Support (if Hosted at ImageTrend's Facilities)	\$4,800.00	Annual Fee
Patient Registry (Trauma)		
Patient Registry Annual Support	\$19,200.00	Annual Fee
Patient Registry Visual Informatics (ad-hoc & all cube features)	\$960.00	Annual Fee
License Management		
EMS License Management Software License Purchase	\$60,000.00	One-Time
EMS License Management Annual Support	\$18,000.00	Annual Fee
EMS Licensure Off-line Inspections License Purchase	\$20,000.00	One-Time
Licensure Off-line Inspection Annual Support	\$6,000.00	Annual Fee
EMS License Management Annual Hosting (if hosted at ImageTrend's facilities)	\$12,000.00	Annual Fee
National Registry Integration	\$5,000.00	One-Time
National Registry Integration Annual Support	\$1,500.00	Annual Fee
Installation of Client Servers (Install on Client Operated Server via VPN)	\$5,000.00	One-Time
EMS Licensure Management Implementation Services: Includes project management, initial system setup and 10 hours of webinar training for system administrators	\$0.00	One-Time

Continued Pricing Schedule A:		
Available to the Virginia Department of Health – Office of EMS		
Description	Price	Rate
Standard Data Migration (Client to Populate Workbook.)	\$0.00	One-Time
Webinar Meetings and Training (40 hours) based on ImageTrend's standard rate at \$125/hr)	\$5,000.00	One-Time
Training Sessions (Onsite)	\$1,000.00	Per Day
Travel for onsite training	\$1,500.00	Per Trainer
Webinar Training Sessions	\$125.00	Per Hour
Implementation and Consulting Services	\$125.00	Per Hour
Out of Scope Enhancements	\$125.00	Per Hour

PRICING SCHEDULE B:

Available for Purchase by the Commonwealth of Virginia (Other State and Local Governments), Virginia agencies (EMS, Fire and other emergency agencies) and hospitals.

Description	Price	Rate
EMS & Fire Modules		
Elite EMS/State Bridge Setup Fee	\$5,000.00	One-Time
Service Bridge Software as a Service (SaaS) Annual	\$1.25	Per Call
Service Bridge plus NFIRS Tab Setup Fee	\$6,000.00	One-Time
Service Bridge plus NFIRS Tab SaaS Annual Fee	\$1.75	Per Call
Rescue Bridge Complete Setup	\$7,000.00	One-Time
Rescue Bridge Complete SaaS Annual Fee	\$2.25	Per Call
Rescue Bridge Complete plus Mobile Fire Inspections Setup Fee	\$7,000.00	One-Time
Rescue Bridge Complete plus Mobile Fire Inspections Setup Fee SaaS Annual Fee	\$2.75	Per Call
Training Sessions (Onsite)	\$1,000.00	Per Day
Travel for Onsite Training	\$1,500.00	Per Trainer
Webinar Training Sessions	\$125.00	Per Hour
Out of Scope Enhancements and service integrations for billing and CAD.	\$125.00	Per Hour
Integration Services	\$125.00	Per Hour
Resource Bridge		
Resource Bridge	\$20,000.00	One-Time
<i>Includes Bed Tracking, Diversion Status, Regional Status</i>		
Resource Bridge Annual Support	\$12,800.00	Per Year
Patient Tracking		
Patient Tracking Module (web module)	\$18,750.00	One-Time
Patient Tracking Annual Support	\$12,000.00	Per Year
Patient Tracking Statewide Mobile (Android)* Note: Patient Tracking Statewide Mobile to replace the previously purchased Command Center Module included in the original Resource Bridge pricing. Requires final payment of the Resource Bridge License prior system use.	\$0.00	One-Time
Patient Tracking Mobile Annual Support	Included	Per Year
Resource Bridge Planning and Kickoff Meetings	\$5,000.00	One-Time
Resource Bridge Training (2days and 1 trainer)	\$5,000.00	One-Time
Resource Bridge Legacy Data Conversion (Est. \$15,000) - Requires SOW to be billed at \$125/hour	\$125.00	Per Hour
Resource Bridge Allowance for Customization and State Specific Requests \$18,750 Allowance (150 hours @ \$125/hour); Requires separate SOW for customization.	\$125.00	Per Hour
Procurement Module		
Procurement Annual Support	\$10,000.00	Per Year

Continued Pricing Schedule B: For Purchase by the Commonwealth of Virginia (Other State and Local Governments), Virginia agencies (EMS, Fire and other emergency agencies) and hospitals.		
Description	Price	Rate
Inventory Module for Resource Bridge	\$25,000.00	One-Time
Inventory for Resource Bridge Annual Support	\$5,000.00	Per Year
Alert Manger Module	\$15,000.00	One-Time
Alert Manager Annual Support	\$3,000.00	Per Year
Fatality Tracking Module	\$50,000.00	One-Time
Fatality Tracking Module Annual Support	\$10,000.00	Per Year
License Management		
EMS License Management Software License Purchase	\$60,000.00	One-Time
EMS License Management Annual Support	\$18,000.00	Per Year
EMS Licensure Offline Inspections License Purchase	\$20,000.00	One-Time
Licensure Offline Inspection Annual Support	\$6,000.00	Per Year
EMS License Management Annual Hosting (if hosted at ImageTrend's facilities)	\$12,000.00	Per Year
National Registry Integration	\$5,000.00	One-Time
National Registry Integration Annual Support	\$1,500.00	Per Year
Payment Gateway (Client Selected) Integration	\$5,000.00	One-Time
Payment Gateway (Client Selected) Integration and Annual Support	\$1,500.00	Per Year
Installation of Client Servers (Install on Client Operated Server via VPN)	\$5,000.00	One-Time
EMS Licensure Management Implementation Services: Includes project management, initial system setup and 10 hours of webinar training for system administrators.	\$0.00	One-Time
Standard Data Migration (Client to Populate Workbook.)	\$0.00	One-Time
Webinar Meetings and Training (40 hours) based on ImageTrend's standard rate at \$125/hr.)	\$5,000.00	One-Time
Training Sessions (Onsite)	\$1,000.00	Per Day
Travel for onsite training	\$1,500.00	Per Trainer
Webinar Training Sessions	\$125.00	Per Hour
Implementation and Consulting Services	\$125.00	Per Hour
Out of Scope Enhancements	\$125.00	Per Hour

Continued Pricing Schedule B: For Purchase by the Commonwealth of Virginia (Other State and Local Governments), Virginia agencies (EMS, Fire and other emergency agencies) and hospitals.		
Hospitals and Health Information Exchanges (HIE)		
ePCR Export to HIE or electronic medical record systems (EMR) <ul style="list-style-type: none"> 0-4,999 annual incidents \$3,000 setup (per connection) 5,000-9,999 annual incidents \$3,000 setup (per connection) 10,000-24,999 annual incidents \$3,500 setup (per connection) 25,000 or more annual incidents – contact ImageTrend for pricing (per connection). Choice of one of the following data file export formats: <ul style="list-style-type: none"> HL7 PDF NEMESIS v3 Data CCD File EKG strips NISE XML Data 	N/A	One_time
ePCR Export to HIE or electronic medical record systems (EMR) <ul style="list-style-type: none"> 0-4,999 annual incidents \$1,050 annual support and hosting (per connection) 5,000-9,999 annual incidents \$1,050 annual support and hosting (per connection) 10,000-24,999 annual incidents \$1,225 annual support and hosting (per connection) 25,000 or more annual incidents – contact ImageTrend for pricing (per connection). 	N/A	Annual
ImageTrend Health Information Hub Setup Includes ePCR export from ImageTrend/VPHIB to single point of delivery. ePCR Export to HIE or electronic medical record systems (EMR) <ul style="list-style-type: none"> 0-4,999 annual incidents \$7,000 setup. 5,000-9,999 annual incidents \$10,000 setup. 10,000-24,999 annual incidents \$15,000 setup. 25,000 or more annual incidents – contact ImageTrend for pricing. 	N/A	One-Time
ImageTrend Health Information Hub Setup Annual Support and Hosting <ul style="list-style-type: none"> 0-4,999 annual incidents \$2,450 setup. 5,000-9,999 annual incidents \$3,500 setup. 10,000-24,999 annual incidents \$5,250 setup. 25,000 or more annual incidents – contact ImageTrend for pricing. 	N/A	Annual

Continued Pricing Schedule B: For Purchase by the Commonwealth of Virginia (Other State and Local Governments), Virginia agencies (EMS, Fire and other emergency agencies) and hospitals.		
Outcome/Billing Data Import from HIE or EMR <ul style="list-style-type: none"> 0-4,999 annual incidents \$3,000 setup (per connection) 5,000-9,999 annual incidents \$3,000 setup (per connection) 10,000-24,999 annual incidents \$3,500 setup (per connection) 25,000 or more annual incidents – contact ImageTrend for pricing (per connection). 	N/A	One-Time
Outcome/Billing Data Import from HIE or EMR Annual Support and Hosting <ul style="list-style-type: none"> 0-4,999 annual incidents \$1,050 annual support and hosting (per connection) 5,000-9,999 annual incidents \$1,050 annual support and hosting (per connection) 10,000-24,999 annual incidents \$1,225 annual support and hosting (per connection) 25,000 or more annual incidents – contact ImageTrend for pricing (per connection). 	N/A	One-Time
Health Information Hub Out-of-Scope	\$125.00	Per Hour
ImageTrend Patient Registry Setup and Project Management Includes: <ul style="list-style-type: none"> Trauma Category, TQIP, and Performance Improvement. ICD-9 and ICD-10 Codes Report Writer (Transactional) Visual Informatics (Dashboard KPI's – Trauma Cube) EMS Lookup, EMS electronic medical record integration with State. Level III Trauma Centers – Up to 500 incidents per year \$7,500 (setup.) Level I and II Trauma Centers – Up to 1,500 incidents per year \$15,000 (setup.)	N/A	One-Time
Patient Registry Annual Software-as-a-Service (SaaS) Fee Level III Trauma Centers – Up to 500 incidents per year \$3,000 annual SaaS Fee. Level I and II Trauma Centers – Up to 1,500 incidents per year \$7,500 annual SaaS Fee.	N/A	Annual
Data Migration (requires statement-of-work to finalize data elements in-scope.)	\$2,500	One-Time
Onsite Project Kickoff and Travel (M-F 1 day)	\$2,500	One-Time

Attachment 2: Statement of Work

**ATTACHMENT 2
STATEMENT OF WORK
TO
CONTRACT # 601-517-16-101
BETWEEN
THE <INSERT NAME OF AUTHORIZED USER>
AND
IMAGETREND INC.**

Attachment 2 is hereby incorporated into and made an integral part of CONTRACT # 601-517-16-101. In the event of any discrepancy between this Attachment 2 and Contract # 601-517-16-101, the provisions of Contract # 601-517-16-101 shall control.

A completed Statement of Work (SOW) from the Contractor to the requesting Authorized User is required to accompany any Request from an Authorized User to process a Contract Order. This format may be modified as mutually agreed upon to meet the needs of the Authorized User and ImageTrend, Inc.

1. Effective Date of this SOW: *This SOW is effective as of <INSERT DATE>*
2. Authorized User: <INSERT NAME OF AUTHORIZED USER>
3. Authorized User Contact Info: <<Insert all address and other contact information of the public body>>
4. Ship To/Bill To Addresses:
<<Insert relevant information to appear on the eVA Order or the organizations Purchase Order to correctly bill information>>
5. Project Description: <<Insert a name and description for project, goals, etc.>>
6. Scope of Work:
 - a. Number of licenses by type:
 - b. Services required:
 - c. License Document templates needed:
 - d. Custom report needs (other than packaged reports):
 - e. Data conversion requirements:
 - f. Training Plan and number & type of users:
7. Timelines:
8. Deliverables:
9. Project Milestones (if applicable):

10. Acceptance and Testing Criteria:

11. Controls and Guidelines:

12. Scheduled Work Hours:

13. Travel Required / Primary Work Place:

14. Cost of Software/Services:

15. Other:

16. Background Info of the Authorized User (systems, equipment, etc):

17. Facility, equipment, etc., to be provided by Authorized User:

COORDINATED BY:

ImageTrend Inc.	<Insert Name Of Authorized User>
BY:	BY:
NAME:	NAME:
TITLE:	TITLE:
DATE:	DATE:

Attachment 3: Scope of Work

The Scope of Work establishes the functionality requirements that shall be met by the Contractor,

No.	Scope of Work	Category
A	Business Items	
A.1	The contractor agrees that this contract is for a prehospital data collection system/EMS data repository, a client level electronic medical record system for EMS, a trauma registry, a licensure and inspection system, with robust reporting tools for each system generically and not product name specific. The replacement of one repository and reporting product for another by the contractor shall be considered the same product for the purposes of this contract.	Business
A.2	<p>The application must be easily and inexpensively deployable to all Virginia Licensed EMS agencies. The state EMS data repository (currently Elite EMS), client level field electronic patient care reporting product (currently Elite Field), and EMS data reporting tool with analytics (currently Report Writer) shall be available for use by all Virginia licensed EMS agencies at no additional costs to the state or EMS agencies.</p> <p>The product utilized by hospitals to retrieve patient care reports for patients transported by EMS to their facility shall be available for use by all hospitals that receive Virginia EMS patients on a routine basis at no additional cost to the state, Virginia Licensed EMS agencies, hospitals, or third party EMS software vendors in use by Virginia licensed EMS agencies to comply with state laws and regulations related to EMS data submission.</p>	Business
A.3	To ensure cost efficiency of ownership and connectivity throughout the State of Virginia, and to minimize the risk of potential failure due to the network's configuration, the system must not be based on proprietary technology.	Business
A.4	The contractor accepts the statutorily mandated provisions at the following URL, including the contractual claims provision §2.2-4363 of the <i>Code of Virginia</i> : http://vdhweb/purchase/purchasingguidelines.asp	Business
A.5	Left blank intentionally.	
A.6	The contractor will implement, and turn over to the OEMS, a fully functional Pre-hospital data collection and reporting system, a hospital registry for trauma, and a licensure and inspection product in accordance with the provisions and requirements set forth in this and subsequent documents. The contractor will ensure that by the turnover phase of the contract, the Pre-hospital data collection and reporting system will meet all functional and performance standards established by the OEMS.	Business

A.7	The system must be a commercial off-the-shelf (COTS) product that uniquely integrates all of the underlying functionality to minimize development and customization considerations.	Business
A.8	The COTS product must be able to be customized by state system administrators.	Business
A.9	The contractor must provide a one (1) year warranty on the final application, and be willing to correct problems in a timely manner, with unmodified code/components at no cost to the OEMS. The contractor will need to certify at what point they now consider the application as being the final product.	Business
A.10	An implementation plan must be provided for installation, testing, and implementation for any new product or major revision upon request of the OEMS.	Business
A.11	Maintenance support should include new versions, replacement applications, upgrades, security updates, and patches that are issued during the term of the contract.	Business
A.12	A term of this contract requires that the contractor will maintain "certification/compliance" with the current version of the full NEMSIS data standard. At the time of this writing the required NEMSIS compliance levels includes Receive & Process State Compliant Software and Collect Data Agency Compliant Software. The contractor agrees it will make all transition timelines established by the NEMSIS TAC. The application shall be capable of meeting NEMSIS compliance at all times and not solely during initial testing.	Business
A.13	To ensure cost efficiency of ownership and connectivity throughout the Commonwealth of Virginia, and to minimize the risk of potential failure due to the network's configuration, the system must not be based on proprietary technology.	Business
A.14	The contractor must make available the technical information needed for other programs to be able to "map" their data to the state database (i.e. CSV to XML etc.),	Business
A.15	The contractor must make available the service and cost of perform mapping for other programs.	Business
A.16	The contractor must provide resources or participate in any needed implementation planning that includes how the application will be installed, testing, and implementation on both the database level and by end users statewide. The implementation plan will detail what the scope of work for implementation for the contractor and the OEMS.	Business
A.17	The contractor must be capable and upon request provide a training plan detailing how education will be provided to the statewide users. The training plan will detail what the scope of work will be for the contractor and the OEMS to train all levels of users.	Business

B	Data Base Items	
B.1	The contractor will be responsible from maintaining the application on Commonwealth owned servers.	Database
B.2	The system must have the ability to operate on both production servers and querying servers in order to minimize server slow down during peak usage times.	Database
B.3	The products used to fulfill the requirements herein shall be capable operating on state provided servers, utilize Microsoft Server and Microsoft SQL for their operating systems.	Database
B.4	It is the intention of the OEMS to house the ImageTrend application on SQL server(s).	Database
B.5	The contractor shall notify the OEMS in writing of the need for updated server software no less than six months in advance. Twelve months is preferred.	Database
B.6	The application must have the ability to quickly, easily, and securely send data to a central EMS database for collection and reporting in a real time capacity.	Database
B.7	The contractor understanding the Commonwealth is the owner of the database will provide system administrator access to the application, such as Report Writer and others upon request.	Database
B.8	The Web-based application must provide a relational database connectivity that will allow for robust analysis of data including predetermined reports, but also allow for detailed statistical analysis and querying of data for future or novel areas of interest which would support EMS in improving the delivery of pre-hospital care, improved funding, or resources allocation:	Database
B.8.1	Basic data transactions and queries that can be handled by most relational database management systems (RDBMS),	Database
B.8.2	Multidimensional queries for data analysis and complex reporting over multiyear periods.	Database
B.9	State EMS, field EMS, trauma registry, licensure/certification, and inspections products will be implemented and maintained with the most current cross-database synchronization features available.	Database
B.11	It is the intent of the state to synchronize EMS provider certification and education data from its primary Oracle database. The state will select existing training elements to be synchronized with the ImageTrend product via web services.	Database

B.12	<p>The contractor shall provide the OEMS with a list of all tables and their data elements and values for all tables installed on state servers to include service tables, user account tables etc. with the application. This list shall include all tables, elements, and values with the database and not limited to the NEMSIS elements. This includes all products/modules purchased.</p> <p>This requirement shall be met upon execution of the contract between the contractor and the OEMS annually.</p>	Database
C	Electronic Patient Care Report	
C.1	The contractor shall provide an electronic patient care-reporting tool (i.e. Field Bridge, Elite Field) that includes functionality to print patient care documentation to provide to the receiving hospital at the time of transfer of care. This shall be accomplished by the client level product having the ability to print on an agency portable printer or printers provided by the receiving facility.	ePCR
C.2	The system shall allow for multiple methods of incident reporting within the same incident. Such as point and click, pull down menus, and narratives.	ePCR
C.3	The ePCR package must be able to be hosted on multiple mobile devices, including but not limited to PC's, and tablets.	ePCR
C.4	The ePCR package shall provide anatomical diagrams for documenting patient care.	ePCR
C.5	ePCR shall have the ability to have a paperless patient care reporting program.	ePCR
C.6	The ePCR module shall have the ability to submit data to the state database directly.	ePCR
C.7	The ePCR modules shall contain an integrated method of communication between system administrators and end users within Virginia.	ePCR
C.8	The application must be easily navigated, such that a certified paramedic can complete a Patient Care Report, including Advanced Life Support documentation, within a twenty (20) - minute time limit.	ePCR
C.9	ePCR package must include touchscreen technology, handwriting recognition, and signature feature.	ePCR
C.10	ePCR package must have a GUI that is customizable, at minimum to the individual agency level, to allow the program to follow the natural progression of EMS incidents.	ePCR

C.11	<p>The contractor shall provide the functionality and environment where all records submitted to the Virginia EMS data system are available via an internet-based product where hospital can access the ePCR of patients brought to their hospital (i.e. Hospital Dashboard, Hospital HUB.)</p> <p>This environment must be capable of receiving, processing, and making the record available in real-time. This product must be available for use by all Virginia EMS agencies and all Virginia hospitals/facilities that provide emergency care and would receive Virginia EMS patients at no additional cost to agencies or hospitals. The cost of this functionality shall be a set cost for unlimited use by the state, its EMS agencies, and hospitals.</p>	Hospital
C.12	<p>The hospital environment shall have a means of hospital staff to flag an EMS incident for quality assurance review and this flag should be accessible within the reporting repository tool (i.e. Hospital Dashboard/Hospital HUB) by 6/30/2016.</p> <p>This can be as simple as a single outcome data element that can be used by hospital staffs to signify that the case was of concern. For example the element label could be Response Feedback or Quality Concern, it be a multi-select with limited values including: Crew to be commended for quality care, concerns with medication, concerns with procedure performed, patient safety concern, misdiagnosed.</p>	Hospital
D	General Application(s) Functionality	
D.1	The contractor will provide a fully functional administration tool for the application that allows the OEMS to manage/maintain the application for the statewide EMS community.	Features
D.2	The administration tool must include the capability to activate/inactivate (required/nullable) all data elements that are deemed actively available from all NEMSIS active data dictionary(ies.)	Features
D.3	The application must use and maintain the most current version(s) of the NHTSA EMS data standard and its specific definitions/variables.	Features
D.4	The application must use and maintain the most current version(s) of the NHTSA Demographic Dataset to allow data to be aggregated at the state and national level.	Features
D.5	The application must use the most current version of the NHTSA XSD standard to send and receive data.	Features
D.6	The application shall have the ability to allow the system administrator to generate a State Data Set comparable to the NEMSIS v3 State Data Set Builder.	Features
D.7	The application must include the entire current NEMSIS / NHTSA data set.	Features
D.8	The application must be able to utilize the entire current NHTSA NEMSIS XML structure.	Features

D.9	The application must support an additional ten user definable data elements as seen necessary by the OEMS or EMS agencies (user ID, password, CardCode, etc.).	Features
D.10	The application must provide a user friendly and easily navigated Graphic User Interface.	Features
D.11	The application must be accessible by any authorized user via the Internet. It shall be able to be accessed by average EMS users.	Features
D.12	The application shall operate efficiently with all levels and types of Internet connections from dial up to broadband.	Features
D.13	The application page loads/screen re-draws must be rapid. The program must be optimized to allow for fast page loading the contractor should document their ability to manage Virginia's volume across various internet access speeds as they would want to be noted in the final contract.	Features
D.14	The application must have the ability to quickly, easily, and securely send data to a central EMS database for collection and reporting in a real time capacity.	Features
D.15	The application should be scalable and have a standard that can be expanded to encompass future data systems.	Features
D.16	The contractor will provide/develop a web-based user interface/application, it must meet the following requirements:	Features
D.16.1	The application(s) must be compatible with multiple web browsers, including but not limited to, MS Internet Explorer, Mozilla's Firefox, and Chrome.	Features
D.16.2	GUI pages will contain minimal JavaScript,	Features
D.16.3	GUI Pages must be developed utilizing CSS.	Features
D.17	The application must have the ability to import and export data from other data collection systems if those applications utilize the technical standard of the current NEMSIS XML and XSD.	Features
D.18	The application must be able to handle multiple users at one time with no record locking. The contractor should document their ability to manage Virginia's volume across various internet access speeds as they would want to be noted in the final contract. The contractor should also state what hardware requirements it has to achieve this and other objectives.	Features
D.19	Contains an integrated method of communication between system administrators and end users within Virginia.	Features
D.20	Does the system log a non-received message in the real time records management system as unable to pass the message data to the substitute?	Features
D.21	Does the system allow Real Time, on screen monitoring of all details of an ongoing message broadcast. D.21 - D.24 can all be addressed by using existing "Inbox mail."	Features
D.22	(a) Overview of current call out by groups and individuals.	Features

D.23	(b) Details of current call out by groups and individual.	Features
D.24	(c) Summary of individuals who have not responded.	Features
D.25	The application must have a means to store and enter current population data for use with all health related reporting tools.	Features
D.26	EMS incident address data shall be geocoded using backend processes on a time schedule of not greater than every 24 hours.	Features
D.27	The application must have a certification dashboard / training features that allow EMS agencies to track provider certifications, and other required educational program, track continuing medical education, schedule and manage educational classes, and be alerted to expiring certifications and deficient educational requirements.	Features
D.28	The application must have QA/QI/PI functionalities that interact with individual EMS patient care records and allow for communication between administrators, medical directors, and EMS providers. These features shall allow for the documentation of pertinent information, actions taken, and loop closure.	Features
D.29	The application must continue to provide a means of scheduling training events.	Features
D.30	The application must have a dispatch interface that will enable EMS agencies to procure and utilize the ImageTrend CAD Module so it can be used in concert with the state provided program.	Features
D.31	The application must have equipment inventory capabilities interface that will enable EMS agencies to procure and utilize the ImageTrend Inventory Module so it can be used in concert with the state provided program.	Features
D.32	The application must have vehicle maintenance capabilities that will enable EMS agencies to procure and utilize the ImageTrend Vehicle Maintenance Module so it can be used in concert with the state provided program.	Features
D.33	The application must have a knowledgebase for posting of state and agency level references.	Features
D.34	The contractor will provide a robust set a features that allows state level management of agency, EMS provider, EMS medical director, and vehicle licensure from initial entry into training, application, maintenance, voluntary and involuntary license/certification.	Features
D.35	The licensure/certification functions will contain a comprehensive dataset for managing agency licenses, provider certifications, medical directors, and vehicle permits.	Features
D.36	The licensure/certification functions will be capable of developing services areas.	Features
D.37	The licensure/certification functions should be capable of generating and sending internal and external correspondents.	Features

D.38	The licensure/certification functions for EMS agencies will be robust in order to manage EMS agency licensing to include, but not be limited to, application, licensing, inspecting, and investigating EMS agencies.	Features
D.39	The licensure/certification functions for EMS providers will be robust in order to manage EMS provider certifications to include, but not be limited to, application, certifying, monitoring educational requirements, and investigating EMS providers.	Features
D.40	The licensure/certification functions for EMS medical directors, providers will be robust in order to manage EMS medical directors' certifications to include, but not be limited to, application, certifying, monitoring educational requirements, and investigating EMS medical directors.	Features
D.41	The licensure/certification functions for vehicles will be robust in order to manage EMS vehicle permits to include, but not be limited to, application, permitting, inspecting, and investigating EMS vehicles.	Features
D.42	The licensure/certification functions must be a robust customizable/state staff managed workflow product.	Features
D.43	The licensure/certification functions must contain the ability for state staff to design multiple user roles/permissions.	Features
D.44	The licensure/certification functions must have a method of alerting individual users when the workflow indicates an action is needed by the user or users based on individual accounts or roles.	Features
D.45	The licensure/certification functions must include a "dashboard" or similar interface to allow administrative staffs to monitor the status of processes system-wide.	Features
D.46	The licensure/certification functions must have the ability to inspect and manage the investigation of non-provider, agency, or vehicle entities that do not hold a license, certification, or permit. For example regional non-profit agency, grantees, educators, persons not yet certified, etc.	Features
D.47	The licensure/certification functions should have a customizable public portal. The content available to the public shall be able to be managed by state staffs based on permissions.	Features
D.48	The licensure/certification functions shall have the capability to add and run scheduled tasks. There should exist the ability to view the history of a task.	Features
E	Reporting	
E.1	The application must be able to quickly, easily, and securely access and appropriately display previously stored data from the central EMS database in a real-time capacity.	Reporting
E.2	Allows for dynamic and customized analysis without additional programming (flexibility in analysis).	Reporting

E.3	The system shall allow for the development of new canned reports in-house without having to contact the vendor.	Reporting
E.4	The application must provide community epidemiology reporting (details and levels to be provided by the OEMS).	Reporting
E.5	The application shall allow approved users to generate statistical information using a transactional (ad-hoc) reporting tool for EMS data through an Internet-based query tool. The OEMS shall be able to determine user levels for this query tool without the need for additional programming.	Reporting
E.6	The application shall allow approved users to generate statistical information using an analytical tabular and analytical data cube through an internet-based query tool. The OEMS shall be able to determine user levels for this query tool without the need for additional programming.	Reporting
E.7	Data warehouse/Data Mart functionality will be provided at a time the product has been created.	Database
E.8	The application shall allow approved users to generate statistical information utilizing a mapping report supported by backend nightly geocoding of EMS incident address information.	Reporting
E.9	Performance Improvement feature that can satisfy the Virginia EMS regulatory need for QA and allow an agency to have the capability of designing and redesigning their own QA/PI projects.	Reporting
E.10	The system must be capable of scheduling and sending developed reports to end users from within the system.	Reporting
E.11	The system shall allow for data to be exported to an outside analysis tool (i.e.SAS, JMP, Tableau,Access,Excel) via an ODBC or similar connection to.	Reporting
F	Security	
F.1	The contractor is required to provide solutions and services that comply with the current (and any subsequently approved/published) Commonwealth and VDH security standards, policies, guidelines, and audit requirements. The Commonwealth security, standards, guidelines, and audit requirements will be reviewed annually with the vendor to ensure accessibility to the current documentation listed at: http://www.vita.virginia.gov/library/default.aspx?id=537#securityPSGs	Security
F.2	VDH policies may be found on the VDH web site, www.VDH.virginia.gov	Security
F.3	The contractor will provide timely responses to informational and audit requests from the VDH Project Manager or the VDH Information Security Officer as they relate to compliance with Commonwealth security standards; internal or APA audits; or incident response investigations.	Security

F.4	Commonwealth of Virginia, Information Technology Resource Management Standard Section 501-09 (ITRM Standard SEC501-09) or its current version. The contractor shall be responsible for utilizing the most current ITRM Standard which can be found on-line at www.vita.virginia.gov and VDH SEC IT Security Policy VDH SEC Firewall and VPN Policy VDH SEC Security and Architectural Review Policy, and 45 CFR Department of Health and Human Services - Parts 160, 162, and 164 Health Insurance Reform: Security Standards: Final Rule	Security
F.5	The contractor will limit the request for Commonwealth accounts the least number of ImageTrend staffs required to provide support coverage. Only staff properly trained should be provided Commonwealth accounts and access to the application.	Security
F.6	ImageTrend "pilots" (data base operators) will be provided with individual Commonwealth user accounts and key FOB devices to be utilized for application management.	Security
F.7	ImageTrend pilots shall only utilize their own Virginia accounts when accessing Commonwealth servers.	Security
F.8	ImageTrend shall notify the state administrator of the separation of any staff person assigned a Virginia account within 24 hours of vacating their position and return key FOB devices promptly upon request.	Security
F.9	Non-DBO support staff shall not have access to the applications used to meet the requirements listed here. DBO staffs may be provided with an application user accounts that can be activated and deactivated to provide a window of time to perform actions related to their duties.	Security
F.10	ImageTrend shall not at any time create application user accounts or generic users accounts to access the applications without the State's knowledge.	Security
F.11	ImageTrend shall provide and keep current contact information for its staff person considered its HIPAA security officer. This person shall be available to respond to security specific items.	Security
F.12	The application shall meet or exceed all applicable standards for privacy and security including, but not limited to HIPAA. System must be HIPAA compliant in both privacy rules and accepted data formats. HIPAA compliance must be maintained by adding future requirements that become part of the HIPAA privacy rule. Must also include procedures for safeguarding the system from unauthorized modification to the application programs and the data contained in the application.	Security
F.13	The application must provide a complete audit trail information for every transaction and specify who has accessed the patient's record.	Security
F.14	The application must be capable of providing 128-bit encryption.	Security
F.15	The application must be built on current J2EE standards.	Security

F.16	The contractor shall provide for multiple security levels, which can be allocated to users to allow or deny access to different portions of the system capabilities (i.e. recipient only, able to send alerts, able to manage other users, system administration, etc.)	Security
F.17	The application shall also affect how a recipient's substitute gains access (or not) to data – if the substitute's security access level doesn't allow access they don't receive that message.	Security
G	Support	
G.1	<p>The contractor shall provide contact information for emergency 24/7/365 application support. This level of support will be confined to system outages, poor server performance affecting the ePCR, CAD, and billing functions of the application, and data breaches</p> <p>A telephone number or on-call paging system shall be available and a live response made within 30 minutes. This criterion must not be dependent upon a trigger from a support product i.e. entering a ticket.</p> <p>The State may test this response up to twice per year to assure the process will work during an actual event.</p>	Support
G.2	<p>Application and database support provided by ImageTrend should include:</p> <ul style="list-style-type: none"> • Maintaining the application at the server level. • Managing application specific non-operating system programs such as Cold Fusion. • Establishing web-services connections for 3rd party vendors and data exchange with the NEMSIS repository. • Provide support for application errors. • Managing application settings that optimize speed and performance. 	Support
G.3	ImageTrend will provide user support to state system administrators / coordinators. ImageTrend support is expected to be through advising the process / features available or participate in screen sharing technology to guide state staff.	Support
G.4	ImageTrend will provide end user support to Virginia system users on matters relating to application errors, CAD and billing integrations, and web-services setups. Other issues will be referred to state staff using support contact information.	Support
G.5	Support contact information on all application pages shall not advertise ImageTrend contact information and must be updated to Commonwealth support contact information. (This excludes when users navigate to "help" aka ImageTrend University.	Support

G.6	An on-line help "user's guide" must be implemented with the system(s).	Support
G.7	The application must provide easy to use help tools/dictionary's with a key word search capability. (wild card searches are not considered user friendly)	Support
G.8	Authorized Users must be able to perform self-maintenance to keep their user accounts and profiles up to date.	Support
G.9	Training materials must include both general overview on concepts, and detailed hands on exercises.	Support
H	Data Quality	
H.1	Has an integrated method to ensure data submitted by an EMS agency or hospital is valid.	Validation
H.2	All EMS records collected/submitted shall pass the same data validation processes. All records whether from the state provided features, third party vendors, or from non-state licensed ImageTrend users shall pass through the same routines processes, validations, XSD, Schematron rules, application specific validation rules, or other data quality monitoring tools. EMS agencies that own their own ImageTrend products/licenses shall be considered users of a third party software product.	Validation
H.3	All hospital records collected/submitted shall pass the same data validation processes. All records whether from the state provided features, third party vendors, or from non-state licensed ImageTrend users shall pass through the same routines processes, validations, XSD, Schematron rules, application specific validation rules, or other data quality monitoring tools. Hospitals that own their own ImageTrend products/licenses shall be considered users of a third party software product.	Validation
H.4	The application shall have the ability for the system administrator to generate an accurate and detailed State Schematron File by 12/31/2015.	Validation
H.5	The application's Schematron generator shall provide a list of validation rules that were not included in the Schematron file at the time the file is generated by 12/31/2015.	Validation
H.6	90% of the back-end processes and validations must be handled by the server, the contractor must provide at no additional cost the ability to receive, and load data into the database with the same level of quality checks from other data collection applications as this application offers. (Invalid or incomplete data should be prevented from entering the state database).	Validation
H.7	The application must provide multiple checks and edits on data fields to ensure data integrity.	Validation

H.8	The application must utilize probabilistic back-end data linkages to prevent the duplication of pre-hospital EMS data by multiple agencies and allow the submission of incomplete patient care reports and then the overwrite of the incomplete record with its final version. (NOTE: A patient ID is not a suitable key for this application).	Validation
H.9	The application shall have the ability to receive an updated record and have that record accurately updated or overwrite the previous version of the record. This functionality should be capable of allowing EMS agencies with the ability to submit an initial patient care report so hospitals have the information as soon as the provider performs an initial synchronization. The record should then be able to be updated and resubmitted without create a duplicate record.	Validation
H.10	The application shall have the ability to receive an updated record and have that record accurately updated or overwrite the previous version of the record. This functionality should be capable of allowing hospitals with the ability of submitting a single or multiple updated records without creating duplicate record.	Validation
H.11	The database fields containing data quality information shall be made available via the Report Writing tools at all times. This shall include, but not be limited to, the rule number, the rule point deduction, the rule title, and the rule error message with detail for each record submitted.	Validation
H.12	Key Performance Indicators (KPI) developed from the EMS Compass Initiative shall be included in reporting tools.	Reporting

Exhibit 2

Appendix I

COUNTY OF FLUVANNA

GENERAL TERMS, CONDITIONS AND INSTRUCTIONS TO BIDDERS AND CONTRACTORS

GENERAL TERMS, CONDITIONS AND INSTRUCTIONS TO BIDDERS AND CONTRACTORS

These General Terms, Conditions and Instructions to Bidders and Contractor (hereinafter referred to as the "General Conditions") shall apply to all purchases and be incorporated into and be a part of each Solicitation (as defined below) and every Contract (as defined below) awarded by Fluvanna County, a political subdivision of the Commonwealth of Virginia (hereinafter referred to as the "County") unless otherwise specified by the County in writing. Bidders, Offerors and Contractors or their authorized representatives are expected to inform themselves fully as to these General Conditions before submitting Bids or Proposals to and/or entering into any Contract with the County: failure to do so will be at the Bidder's/Contractor's own risk and except as provided by law, relief cannot be secured on the plea of error.

Subject to all Federal, State and local laws, policies, resolutions, regulations, rules, limitations and legislation, including the County's Procurement Policies and Procedures, Bids or Proposals on all Solicitations issued by County will bind Bidders or Offerors, as applicable, and Contracts will bind Contractors, to all applicable terms, conditions, instructions, rules and requirements herein set forth unless otherwise SPECIFICALLY set forth by the County in writing in the Solicitation or Contract. All provisions of these General Conditions are material to any contract between the County and a Contractor.

INTRODUCTION

1. **VIRGINIA PUBLIC PROCUREMENT ACT AND ETHICS IN PUBLIC CONTRACTING:** The Virginia Public Procurement Act of Virginia Code §§ 2.2-4300 *et seq.* (hereinafter the "VPPA") is incorporated herein by reference. Nothing in these General Conditions is intended to conflict with the VPPA and in case of any conflict, the VPPA controls. Specifically, the provisions of Article 6 of the VPPA (Virginia Code §§ 2.2-4367 through 2.2-4377) relating to ethics in contracting, shall be applicable to all Solicitations and Contracts solicited or entered into by the County. By submitting their Bids or signing any Contract, all Bidders and Contractors certify that they have not violated any of the provisions of Article 6 of the VPPA, including, but not limited to, that their Bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements.
2. **DEFINITIONS:** The definitions of Virginia Code §§ 2.2-4301, 2.2-4302.1 and 2.2-4302.2 are specifically incorporated herein by reference and as used in these General Conditions, whether capitalized or not, any of such defined terms have the same meaning as such terms have under the VPPA: such defined terms include: "Affiliate", "Best Value", "Business", "Competitive Negotiation", "Competitive Sealed Bidding", "Construction", "Construction Management Contract", "Design-Build Contract", "Employment Services Organization", "Goods", "Informality", "Job Order Contracting", "Multiphase Professional Services Contract", "Nonprofessional Services", "Potential Bidder or Offeror", "Professional Services", "Public Body", "Public Contract", "Responsible Bidder or Offeror", "Responsive Bidder", "Reverse Auctioning" and

“Services”. Additionally, as used in these General Conditions, the following terms, whether capitalized or not, have the following meanings:

- a. Bid/Proposal: The offer of a Bidder or Offeror to provide specific Goods or Services at specified prices and/or other conditions specified in the Solicitation. The term “Bid” is used throughout these General Conditions and where appropriate includes the term “Proposal” or any modifications or amendments to any Bid or Proposal.
- b. Bidder/Offeror/Vendor: Any individual(s), company, firm, corporation, partnership or other organization bidding or offering on any Solicitation issued by the County and/or offering to enter into Contracts with the County. The term “Bidder” is used throughout these General Conditions and where appropriate includes the term “Offeror” and/or “Vendor”.
- c. Contract: Any contract to which the County will be a party.
- d. Contractor: Any individual(s), company, firm, corporation, partnership, or other organization to whom an award is made by the County or whom enters into any contract to which the County is a party.
- e. County: The County of Fluvanna, a political subdivision of the Commonwealth of Virginia, including where applicable all agencies and departments of the County.
- f. County Administrator: The Fluvanna County Administrator.
- g. County Attorney: The Fluvanna County Attorney.
- h. Purchasing Agent: The County Administrator is the County’s Purchasing Agent and is responsible for the purchasing activity of Fluvanna County; and has signatory authority to bind the County to all contracts and purchases made lawfully under the Fluvanna County Small Purchasing Procedures. The Purchasing Agent has signatory authority to bind the County to all other contracts and purchases only after the contracts or purchases have been approved by a vote of the Fluvanna County Board of Supervisors.
- i. General Terms, Conditions and Instructions to Bidders and Contractors (also referred to herein as the “General Conditions”): These General Terms, Conditions and Instructions to Bidders and Contractors shall be attached to and made a part of all Solicitations by the County and all Contracts to which the County is party.
- j. His: Any references to “his” shall include his, her, their, or its as appropriate.
- k. Invitation to Bid (also referred to herein as an “IFB”): A request which is made to prospective Bidders for their quotation on Goods or Services desired by the County. The issuance of an IFB will contain or incorporate by reference the General Conditions and the other specifications and contractual terms and

conditions applicable to the procurement.

- l. Purchasing Officer: The Purchasing Officer employed by the County and to whom Bidders/Contractors can submit questions relating to any Bid or Contract.
 - m. Request for Proposal (also referred to herein as a "RFP"): A request for an offer from prospective Offerors which shall indicate the general terms which are sought to be procured from Offerors. The RFP will specify the evaluation factors to be used and will contain or incorporate by reference the General Conditions and other applicable contractual terms and conditions, including any unique capabilities or qualifications that will be required of the Contractor.
 - n. Small Purchasing Procedures: The County's Small Purchasing Procedures, being Chapter 4 of the County's Procurement Policies and Procedures, a method of purchasing not requiring competitive sealed bids or competitive negotiation for single or term contracts for goods and services other than professional services if the aggregate or the sum of all phases is not expected to exceed \$50,000; and also allowing for single or term contracts for professional services without requiring competitive negotiation, provided the aggregate or the sum of all phases is not expected to exceed \$50,000.
 - o. Solicitation: The process of notifying prospective Bidders or Offerors that the County wishes to receive Bids or Proposals on a set of requirements to provide Goods or Services. "Solicitation" includes any notification of the County requirements may consist of public advertising (newspaper, County's website, or other electronic notification), the mailing of notices of Solicitation, any Invitation for Quotes ("IFQ"), Initiations to Bid ("IFB"), or Requests for Proposal ("RFP"), the public posting of notices, issuance of an Open Market Procurement ("OMP"), or telephone calls to prospective Bidders or Offerors.
 - p. State: The Commonwealth of Virginia.
3. **AUTHORITY:** The Purchasing Agent shall serve as the principal public purchasing official for the County, and shall be responsible for the procurement of goods, services, insurance and construction in accordance with the County's Procurement Policies and Procedures. The Purchasing Agent has responsibility and authority for negotiating, placing and when necessary modifying every Solicitation, Contract and purchase order issued by the County under the County's Small Purchasing Procedures. The Purchasing Agent has signatory authority to bind the County to all contracts and purchases made lawfully under the County's Small Purchasing Procedures. The Purchasing Agent has responsibility and authority for negotiating, placing and when necessary modifying every other Solicitation, Contract and purchase order issued by the County except that the Purchasing Agent has signatory authority to bind the County to all other contracts and purchases ONLY after the contracts or purchases have been adopted and approved by a vote of the Fluvanna County Board of Supervisors (the "Board").

Unless specifically delegated by the Board or the Purchasing Agent, and consistent with the limited authority granted thereto, no other County officer or employee is authorized to order supplies or Services, enter into purchase negotiations or Contracts, or in any way obligate the County for any indebtedness. Any purchase or contract made which is contrary to such authority shall be of no effect and void and the County shall not be bound thereby.

For convenience, the County's Purchasing Officer shall serve as an intermediary between the Purchasing Agent and the Bidder or Contractor and any Bidder or Contractor may direct communications regarding any purchase, Solicitation or Contract to the Purchasing Officer; however as stated *supra* only the Board or County's Purchasing Agent can bind the County and only upon the conditions stated *supra*.

CONDITIONS OF BIDDING

4. **COMPETITION INTENDED:** It is the County's intent to encourage and permit open and competitive bidding in all Solicitations. It shall be the Bidder's responsibility to advise the County in writing if any language, requirement, specification, etc., or any combination thereof, stifles competition or inadvertently restricts or limits the requirements stated in a Solicitation to a single source. The County must receive such notification not later than seven (7) business days prior to the deadline set for acceptance of the Bids. In submitting a Bid, the Bidder guarantees that he or she has not been a party with other Bidders to an agreement to bid a fixed or uniform price. Violation of this implied guarantee shall render the Bid of any Bidder involved void.
5. **DISCRIMINATION PROHIBITED:** Pursuant to Virginia Code § 2.2-4310, the County does not discriminate against Bidders, Offerors or Contractors because of race, religion, color, sex, national origin, age, disability, status as a service disabled veteran, or any other basis prohibited by state law relating to discrimination in employment. Whenever solicitations are made, the County shall include businesses selected from a list made available by the Department of Small Business and Supplier Diversity. Pursuant to Virginia Code § 2.2-4343.1, the County does not discriminate against "faith-based organizations", being a religious organization that is or applies to be a contractor to provide goods or services for programs funded by the block grant provided pursuant to the Personal Responsibility and Work Reconciliation Act of 1996, P.L. 104-193.
6. **CLARIFICATION OF TERMS:** Pursuant to Virginia Code § 2.2-4316, if any Bidder has questions or comments about the specifications or other Solicitation documents, the prospective Bidder should contact the County no later than seven (7) business days prior to the date set for the opening of Bids or receipt of Proposals. Any revisions to the Solicitation will be made only by written addendum issued by the County. Notifications regarding specifications may not be considered if received in less than seven (7) business days of the date set for opening of Bids/receipt of Proposals.
7. **MANDATORY USE OF COUNTY FORM AND TERMS AND CONDITIONS:** Unless otherwise specified in the Solicitation, all Bids must be submitted on the forms

provided by the County, including but not limited to, a Cover Sheet or Pricing Schedule, if applicable, properly signed in ink in the proper spaces and submitted in a sealed envelope or package. Unauthorized modification of or additions to any portion of the Solicitation may be cause for rejection of the Bid. However, the County reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject any Bid or Proposal which has been modified. These General Conditions are mandatory provisions of all Solicitations and all Contracts of the County.

8. LATE BIDS & MODIFICATION OF BIDS: Any Bid or modification thereto received at the office designated in the Solicitation after the exact time specified for receipt of the Bid is considered a late Bid or modification thereof. The County is not responsible for delays in the delivery of the mail by the U.S. Postal Service, private carriers or the inter-office mail system. It is the sole responsibility of the Bidder to ensure their Bid reaches County by the designated date and hour. The following rules apply to all Bids submitted to the County:

- a. The official time used in the receipt of Bids/Proposals is that time on the automatic time stamp machine in the Finance Department;
- b. Late Bids or modifications thereof will be returned to the Bidder UNOPENED, if Solicitation number, due date and Bidder's return address is shown on the container;
- c. If a Bid is submitted on time, however a modification thereto is submitted after the due date and time, then the County in its sole discretion may choose to consider the original Bid except that the County may not consider such original Bid if the Bid is withdrawn by the Bidder pursuant to Section 9 below; and
- d. If an emergency or unanticipated event or closing interrupts or suspends the County's normal business operations so that Bids cannot be received by the exact time specified in the Solicitation, then the due date/time specified for receipt of Bids will be deemed to be extended to the same time of day specified in the Solicitation on the first work day on which normal County business operations resume.

9. WITHDRAWAL OF BIDS:

- a. Pursuant to Virginia Code § 2.2-4330, a Bidder for a public construction contract, other than a contract for construction or maintenance of public highways, may withdraw his Bid from consideration if the price bid was substantially lower than the other Bids due solely to a mistake in the Bid, provided the Bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a Bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the Bid sought to be withdrawn.

If a Bid contains both clerical and judgment mistakes, a Bidder may withdraw his Bid from consideration if the price bid would have been substantially lower than the other Bids due solely to the clerical mistake, that was an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a Bid that shall be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the Bid sought to be withdrawn. The Bidder shall give notice in writing to the County of his or her claim of right to withdraw his or her Bid within two (2) business days after the conclusion of the Bid opening procedure and shall submit original work papers with such notice.

- b. A Bidder for a Contract other than for public construction may request withdrawal of his or her Bid under the following circumstances:
 - i. Bids may be withdrawn on written request from the Bidder received at the address shown in the Solicitation prior to the time of opening.
 - ii. Requests for withdrawal of Bids after opening of such Bids but prior to award shall be transmitted to the County, in writing, accompanied by full documentation supporting the request. If the request is based on a claim of error, documentation must show the basis of the error. Such documentation may take the form of supplier quotations, Bidder work sheets, etc. If Bid bonds were tendered with the Bid, the County may exercise its right of collection.
- c. No Bid may be withdrawn under this Section 9 when the result would be the awarding of the Contract on another Bid of the same Bidder or of another Bidder in which the ownership of the withdrawing Bidder is more than five percent (5%).
- d. If a Bid is withdrawn under the authority of this Section 9 the lowest remaining Bid shall be deemed to be the low Bid.
- e. No Bidder who, is permitted to withdraw a Bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the Contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn Bid was submitted.
- f. The County shall notify the Bidder in writing within five (5) business days of its decision regarding the Bidder's request to withdraw its Bid. If the County denies the withdrawal of a Bid under the provisions of this Section 9, it shall State in such notice the reasons for its decision and award the Contract to such Bidder at the Bid price, provided such Bidder is a responsible and responsive Bidder. At the same time that the notice is provided, the County shall return all work papers and copies thereof that have been submitted by the Bidder.

- g. Under these procedures, a mistake shall be proved only from the original work papers, documents and materials delivered as required herein. The work papers, documents and materials submitted by the bidder shall, at the bidder's request, be considered trade secrets or proprietary information subject to the conditions of subsection F of Virginia Code § 2.2-4342.

10. ERRORS IN BIDS: When an error is made in extending total prices, the unit Bid price will govern. Erasures in Bids must be initialed by the Bidder. Carelessness in quoting prices, or otherwise in preparation of the Bid, will not relieve the Bidder. Bidders/Offerors are cautioned to recheck their Bids for possible error. Errors discovered after public opening cannot be corrected and the Bidder will be required to perform if his or her Bid is accepted.

11. IDENTIFICATION ON BID ENVELOPE: All Bids, Proposals and requested copies thereof submitted to the County shall be in a separate envelope or package, sealed and identified with the following information clearly marked on the outside of the envelope or package:

- a. Addressed as indicated on page 1 of the solicitation;
- b. Solicitation number;
- c. Title;
- d. Bid due date and time;
- e. Bidder's name and complete mailing address (return address); and
- f. Pursuant to Virginia Code § 2.2-4311.2, the Bidder's identification number issued by the State Corporation Commission, or if the bidder is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its bids or proposal a statement describing why the bidder or offeror is not required to be so authorized.

If a Bid is not addressed with the information as shown above, the Bidder takes the risk that the envelope may be inadvertently opened and the information compromised, which may cause the Bid to be disqualified. Bids may be hand delivered to the designated location in the County's offices. No other correspondence or other Proposals/Bids should be placed in the envelope. Any Bidder or Offeror that fails to provide the information required in (f) above shall not receive an award unless a waiver is specifically granted by the County Administrator.

12. ACCEPTANCE OF BIDS: Unless otherwise specified, all formal Bids or Proposals submitted shall be valid for a minimum period of one hundred twenty (120) calendar days following the date established for opening or receipt, respectively, unless extend by mutual agreement of the parties. At the end of the one hundred twenty (120) calendar days the Bid/Proposal may be withdrawn at the written request of the Bidder. Thereafter, unless and until the Proposal is withdrawn, it remains in effect until an award is made or the Solicitation is canceled by the County. The County may cancel any Solicitation at any time by notice of such cancelation to the Bidders.

- 13. COMPLETENESS:** To be responsive, a Bid must include all information required by the Solicitation.
- 14. CONDITIONAL BIDS:** Conditional Bids are subject to rejection in whole or in part.
- 15. RESPONSE TO SOLICITATIONS:** In the event a Bidder cannot submit a Bid on a Solicitation, the Bidder is requested to return the Solicitation cover sheet with an explanation as to why the Bidder is unable to Bid on these requirements, or if there be no cover sheet for the Solicitation a letter to the County explaining the same.
- 16. BIDDER INTERESTED IN MORE THAN ONE BID AND COLLUSION:** More than one bid from an individual, firm, partnership, corporation or association under the same or different name will be rejected. Reasonable grounds for believing that a bidder is interested in more than one bid for the work contemplated will cause rejection of all bids in which the bidder is interested. Any or all bids may be rejected if there is any reason for believing that collusion exists among the bidders. Participants in such collusion may not be considered in future bids for the same work. Each bidder, as a condition of submitting a bid, shall certify that he is not a party to any collusive action as herein defined. However, a party who has quoted prices on work, materials, or supplies to a Bidder is not thereby disqualified from quoting prices to other Bidders or firms submitting a Bid directly for the work, materials or supplies.
- 17. BID OPENING:** Pursuant to Virginia Code § 2.2-4301, all Bids received in response to an IFB will be opened at the date, time and place specified, and announced publicly, and made available for inspection as provided in Section 21 of these General Conditions. Proposals received in response to an RFP will be made available for inspection as provided in Section 21 of these General Conditions.
- 18. TAX EXEMPTION:** The County is exempt from the payment of any federal excise or any Virginia sales tax. The price bid must be net, exclusive of taxes. Tax exemption certificates will be furnished if requested by the Bidder.
- 19. DEBARMENT STATUS:** By submitting their Bids, Bidders certify that they are not currently debarred from submitting Bids on Contracts by the County, nor are they an agent of any person or entity that is currently debarred from submitting Bids or Proposals on Contracts by the County or any agency, public entity/locality or authority of the State.
- 20. NO CONTACT POLICY:** No Bidder shall initiate or otherwise have contact related to the Solicitation with any County representative or employee, other than the Purchasing Officer or Purchasing Agent, after the date and time established for receipt of Bids. Any contact initiated by a Bidder with any County representative, other than the Purchasing Officer or Purchasing Agent, concerning this Solicitation is prohibited and may cause the disqualification of the Bidder.

21. VIRGINIA FREEDOM OF INFORMATION ACT: As provided under Virginia Code § 2.2-4342, all proceedings, records, Contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act of Virginia Code §§ 2.2-3700 *et seq.*, except:

- a. Cost estimates relating to a proposed procurement transaction prepared by or for the County shall not be open to public inspection;
- b. Any competitive sealed bidding Bidder, upon request, shall be afforded the opportunity to inspect Bid records within a reasonable time after the opening of Bids but prior to award, except in the event that the County decides not to accept any of the Bids and to reopen the Contract. Otherwise, Bid records shall be open to public inspection only after award of the Contract;
- c. Any competitive negotiation Offeror, upon request, shall be afforded the opportunity to inspect Proposal records within a reasonable time after the evaluation and negotiations of Proposals are completed but prior to award except in the event that the County decides not to accept any of the Proposals and to reopen the Contract. Otherwise, Proposal records shall be open to the public inspection only after award of the Contract;
- d. Any inspection of procurement transaction records under this Section 21 shall be subject to reasonable restrictions to ensure the security and integrity of the records;
- e. Trade secrets or proprietary information submitted by a Bidder, Offeror or Contractor in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Bidder, Offeror or Contractor must invoke the protections of this Section 21 prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and State the reasons why protection is necessary; and
- f. Nothing contained in this Section 21 shall be construed to require the County, when procuring by "competitive negotiation" (RFP), to furnish a Statement of reasons why a particular Proposal was not deemed to be the most advantageous to the County.

22. CONFLICT OF INTEREST: Bidder/Contractor certifies by signing any Bid/Contract to/with the County that no conflict of interest exists between Bidder/Contractor and County that interferes with fair competition and no conflict of interest exists between Bidder/Contractor and any other person or organization that constitutes a conflict of interest with respect to the Bid/Contract with the County.

SPECIFICATIONS

23. OMISSIONS OR DISCREPANCIES: Any items or parts of any equipment listed in a Solicitation which are not fully described or are omitted from such specification, and which are clearly necessary for the completion of such equipment and its appurtenances, shall be considered a part of such equipment although not directly specified or called for

in the specifications. Should a Bidder find a discrepancy or ambiguity in, or an omission from, the Solicitation, including the drawings and/or specifications, he or she shall so notify the County within twenty-four (24) hours of noting the discrepancy, ambiguity or omission and in any event no less than five (5) days prior to the date set for the opening of Bids. If necessary, the County will send a written addendum for clarification to all Bidders no later than three (3) days before the date set for opening of Bids. Any notification regarding specifications received less than five (5) days prior to the date set for the opening of Bids may or may not be considered by the County in its sole discretion. The Bidder shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the specifications and drawings. Whenever the mention is made of any articles, material or workmanship to be in accordance with laws, ordinances, building codes, underwriter's codes, A.S.T.M. regulations or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as to the minimum requirements of these specifications.

24. BRAND NAME OR EQUAL ITEMS: Pursuant to Virginia Code § 2.2-4315, unless otherwise provided in the Solicitation, the name of a certain brand, make or manufacturer does not restrict Bidders to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality of the article desired, and any article which the County in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The Bidder is responsible to clearly and specifically indicate the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the County to determine if the product offered meets the requirements of the Solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding, only the information furnished with the Bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a Bid non-responsive. Unless the Bidder clearly indicates in its Bid that the product offered is "equal" product, such Bid will be considered to offer the brand name product referenced in the Solicitation.

25. FORMAL SPECIFICATIONS: When a Solicitation contains a specification which states no substitutes, no deviation therefrom will be permitted and the Bidder will be required to furnish articles in conformity with that specification.

26. CONDITION OF ITEMS: Unless otherwise specified in the Solicitation, all items shall be new, in first class condition.

AWARD

27. RESPONSIBLE BIDDERS: In determining whether a Bidder is a responsible Bidder as defined herein, at minimum, the following criteria will be considered:

- a. The ability, capacity and skill of the Bidder to perform the Contract or provide the service required under the Solicitation;

- b. Whether the Bidder can perform the Contract or provide the service promptly, or within the time specified, without delay or interference;
- c. The character, integrity, reputation, judgment, experience and efficiency of the Bidder;
- d. The quality of performance of previous Contracts or Services;
- e. The previous and existing compliance by the Bidder with laws and ordinances relating to the Contract or Services;
- f. The sufficiency of the financial resources and ability of the Bidder to perform the Contract or provide the service;
- g. The quality, availability and adaptability of the Goods or Services to the particular use required;
- h. The ability of the Bidder to provide future maintenance and service for the use of the subject of the Contract;
- i. The number and scope of the conditions attached to the Bid;
- j. Whether the Bidder is in arrears to the County on debt or Contract or is a defaulter on surety to the County or whether the Bidder's County taxes or assessments are delinquent; and
- k. Such other information as may be secured by the County, the Purchasing Agent or the Purchasing Officer having a bearing on the decision to award the Contract. If an apparent low Bidder is not awarded a Contract for reasons of nonresponsibility, the County shall so notify that Bidder and shall have recorded the reasons in the Solicitation or Contract file.

28. AWARD OR REJECTION OF BIDS; WAIVER OF INFORMALITIES: The County shall award the Contract to the lowest responsive and responsible Bidder complying with all provisions of the IFB, provided the Bid price is reasonable and it is in the best interest of the County to accept it. Awards made in response to a RFP will be made to the highest qualified Offeror whose Proposal is determined, in writing, to be the most advantageous to the County taking into consideration the evaluation factors set forth in the RFP. The County reserves the right to award a Contract by individual items, in the aggregate, or in combination thereof, or to reject any or all Bids and to waive any informality in Bids received whenever such rejection or waiver is in the best interest of the County. Award may be made to as many Bidders/Offerors as deemed necessary to fulfill the anticipated requirements of the County. The County also reserves the right to reject the Bid if a Bidder is deemed to be a non-responsible Bidder. Pursuant to Virginia Code § 2.2-4319, an IFB, a RFP, any other solicitation, or any and all bids or proposals, may be canceled or rejected by the County at any time. The reasons for cancellation or rejection shall be made part of the contract file. The County shall not cancel or reject an IFB, a RFP, any other solicitation, bid or proposal solely to avoid awarding a contract to a particular responsive and responsible bidder or offeror.

29. EXCLUSION OF INSURANCE BIDS PROHIBITED: Pursuant to Virginia Code § 2.2-4320, notwithstanding any other provision of law or these General Conditions, no insurer licensed to transact the business of insurance in the State or approved to issue surplus lines insurance in the State shall be excluded from presenting an insurance bid proposal to the County in response to a RFP or an IFB; excepting that the County may

debar a prospective insurer pursuant to its Debarment Policy, see Chapter 2 of the County's Procurement Policies and Procedures.

- 30. ANNOUNCEMENT OF AWARD:** Upon the award or announcement of the decision to award a Contract as a result of this Solicitation, the County will publicly post such notice on the County's bulletin board located at 72 Main Street, 2nd Floor, Palmyra, Virginia 22963. Award results may also be viewed on the County's website.
- 31. QUALIFICATIONS OF BIDDERS OR OFFERORS:** The County may make such reasonable investigations as deemed proper and necessary to determine the ability of the Bidder to perform the work/furnish the item(s) and the Bidder shall furnish to the County all such information and data for this purpose as may be requested. The County reserves the right to inspect Bidder's physical facilities prior to award to satisfy questions regarding the Bidder's capabilities. The County further reserves the right to reject any Bid or Proposal if the evidence submitted by or investigations of, such Bidder fails to satisfy the County that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the work/furnish the item(s) contemplated therein.
- 32. TIE BIDS AND PREFERENCE FOR VIRGINIA PRODUCTS WITH RECYCLED CONTENT AND FOR VIRGINIA FIRMS:**
- a. Pursuant to Virginia Code § 2.2-4328, in the case of a tie bid on an IFB only, the County may give preference to Goods, Services and construction produced in Fluvanna County or provided by persons, firms or corporations having principal places of business in Fluvanna County. If such choice is not available, preference shall then be given to Goods produced in Virginia, or for goods, services or construction provided by Virginia persons, firms, corporations, pursuant Virginia Code § 2.2-4324. If no County or State choice is available, the tie shall be decided publicly by lot. The decision by the County to make award to one or more such Bidders shall be final.
 - b. Whenever the lowest responsive and responsible bidder is a resident of any other state and such state under its laws allows a resident contractor of that state a percentage preference, a like preference shall be allowed to the lowest responsive and responsible bidder who is a resident of Virginia and is the next lowest bidder. If the lowest responsive and responsible bidder is a resident of any other state and such state under its laws allows a resident contractor of that state a price-matching preference, a like preference shall be allowed to responsive and responsible bidders who are residents of Virginia. If the lowest bidder is a resident contractor of a state with an absolute preference, the bid shall not be considered. The Department of General Services shall post and maintain an updated list on its website of all states with an absolute preference for their resident contractors and those states that allow their resident contractors a percentage preference, including the respective percentage amounts. For purposes of compliance with this Section 32, the County may rely upon the accuracy of the information posted on this website.
 - c. Notwithstanding the provisions of subsections a and b, in the case of a tie bid in instances where goods are being offered, and existing price preferences have

already been taken into account, preference shall be given to the bidder whose goods contain the greatest amount of recycled content.

- d. For the purposes of this Section 32, a Virginia person, firm or corporation shall be deemed to be a resident of Virginia if such person, firm or corporation has been organized pursuant to Virginia law or maintains a principal place of business within Virginia.

33. NEGOTIATION WITH LOWEST RESPONSIBLE BIDDER: Pursuant to Virginia Code § 2.2-4318, unless cancelled or rejected, a responsive Bid from the lowest responsible Bidder shall be accepted as submitted, except that if the Bid from the lowest responsible Bidder exceeds available funds, the County may negotiate with the apparent low Bidder to obtain a Contract price within available funds. However, the negotiation may be undertaken only under conditions and procedures described in writing and approved by the County prior to issuance of the IFB and summarized therein.

CONTRACT PROVISIONS

34. APPLICABLE LAW AND COURTS: Any Bid or Contract resulting from a Solicitation and its terms, including, but not limited to, the parties' obligations under it, and the remedies available to each party for breach of it, shall be governed by, construed and interpreted in accordance with the laws of the Commonwealth of Virginia, and exclusive jurisdiction and venue of any dispute or matters involving litigation between the parties hereto shall be in the courts of Fluvanna County, Virginia. Any jurisdiction's choice of law, conflict of laws, rules, or provisions, including those of the Commonwealth of Virginia, that would cause the application of any laws other than those of the Commonwealth of Virginia, shall not apply. The Contractor shall comply with applicable federal, State and local laws, ordinances, rules and regulations in performance of the Contract.

35. PROVISION AND OWNERSHIP OF INFORMATION: The County shall make a good faith effort to identify and make available to the Contractor all non-confidential technical and administrative data in the County's possession which the County may lawfully release including, but not limited to Contract specifications, drawings, correspondence, and other information specified and required by the Contractor and relating to its work under any Contract. The County reserves its rights of ownership to all material given to the Contractor by the County and to all background information documents, and computer software and documentation developed by the Contractor in performing any Contract.

36. DOCUMENTS: All documents, including but not limited to data compilations, drawings, reports and other material, whether in hard copy or electronic format, prepared, developed or furnished by the Contractor pursuant to any Contract shall be the sole property of the County. At the direction of the County, the Contractor shall have the right to make copies of the documents produced available to other parties. The County shall be entitled to delivery of possession of all documents, upon payment in accordance with the terms of any Contract for the service incurred to produce such documents.

37. CONFIDENTIALITY: Contractor shall not publish, copyright or otherwise disclose or permit to be disclosed or published, the results of any work performed pursuant to this contract, or any particulars thereof, including forms or other materials developed for the County in connection with the performance by Contractor of its services hereunder, without prior written approval of the County. Contractor, cognizant of the sensitive nature of much of the data supplied by the County, shall not disclose any information (other than information which is readily available from sources available to the general public) obtained by it in the course of providing services hereunder without the prior written approval of the County, unless disclosure of such information by it is required by law, rule or regulation or the valid order of a court or administrative agency.

38. INDEPENDENT CONTRACTOR: The Contractor and any agents, or employees of the Contractor, in the performance of any Contract shall act as an independent contractor and not as officers, employees or agents of the County.

39. INSURANCE: The Contractor agrees that, during the period of time it renders services to the County pursuant to any Contract, it shall carry (and provide the County with evidence of coverage) the following minimum amounts of insurance:

Automobile	\$500,000	Liability Medical Payment Comprehensive Collision
Public Liability	\$1,000,000	
Professional Liability	\$1,000,000	
Excess Liability	\$2,000,000	Aggregate Over Above Policy Limits (Excluding Professional Liability)
Worker's Compensation	Amount required by Virginia law	

The Contract may specifically require the Contractor to carry higher minimum amounts of insurance.

In addition, the Contractor shall require, and shall include in every subcontract, that any subcontractor providing any goods or services related to such Contract obtain, and continue to maintain for the duration of the work, workers' compensation coverage in the amount required by Virginia law.

40. KEY PERSONNEL: For the duration of any Contract, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment, or as expressly approved by the County. The Contractor

shall notify the County within five (5) calendar days after the occurrence of any of these events and provide the information required by the paragraph below.

The Contractor shall provide a detailed explanation of the circumstances necessitating any proposed substitution, complete resumes for the proposed substitute, and any additional information requested by the County. The proposed substitute should have comparable qualifications to those of the person being replaced. The County will notify the Contractor within fifteen (15) calendar days after receipt of all required information of its approval or disapproval of the proposed substitution.

41. **SEVERABILITY:** If any term, covenant or provision of these General Conditions or any Contract shall be held to be invalid, illegal or unenforceable in any respect, these General Conditions and any Contract shall remain in effect and be construed without regard to such provision.
42. **TITLES:** The titles and section headings herein and in any Contract are inserted solely for convenience and are not to be construed as a limitation on the scope of the provisions to which they refer.
43. **ATTORNEYS' FEES:** In the event of a dispute between the County and Contractor under any Contract which cannot be amicably resolved, in addition to all other remedies, the party substantially prevailing in any litigation shall be entitled to recover its reasonable expenses, including, but not limited to, reasonable attorneys' fees.
44. **NO WAIVER:** Neither any payment for, nor acceptance of, the whole or any part of the services by the County, nor any extension of time, shall operate as a waiver of any provision of any Contract, nor of any power herein reserved to the County, or any right to damages herein provided, nor shall any waiver of any breach of any Contract be held to be a waiver of any other or subsequent breach. Failure of the County to require compliance with any term or condition of any Contract shall not be deemed a waiver of such term or condition or a waiver of the subsequent enforcement thereof.
45. **NO FINANCE CHARGES:** No finance charges shall be paid by the County.
46. **ANTITRUST:** By entering into a Contract, the Contractor conveys, sells, assigns, and transfers to the County all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust law of the United States or the State, relating to the particular Goods or Services purchased or acquired by the County under said Contract. Consistent and continued tie bidding could cause rejection of Bids by the County and/or investigation for antitrust violations.
47. **PAYMENT:** Pursuant to Virginia Code § 2.2-4352, unless more time is provided in the Solicitation or Contract, payment will be made forty-five (45) days after receipt by the County of a proper invoice, or forty-five (45) days after receipt of all Goods or acceptance of work, whichever is later. The County reserves the right to withhold any or all payments or portions thereof for Contractor's failure to perform in accordance with the

provision of the Contract or any modifications thereto. Within twenty (20) days of receipt of proper invoice or of goods or services, the County shall notify the Contractor if any defect or impropriety that would prevent payment by the payment date. The following provisions apply to such payments:

- a. Invoices for items/Services ordered, delivered/performed and accepted shall be submitted by the Contractor in duplicate directly to the payment address shown on the purchase order, Solicitation or Contract, as applicable. All invoices shall show the Contract number, purchase order number, or Solicitation number, as applicable, and as required under Virginia Code § 2.2-4354, either the individual Contractor's social security number or the Contractor's federal employer identification number, whichever is applicable.
- b. Any payment terms requiring payment in less than forty-five (45) days will be regarded as requiring payment forty-five (45) days after receipt of proper invoice or receipt of all Goods or acceptance of work, whichever occurs later. Notwithstanding the foregoing, offers of discounts for payment in less than forty-five (45) days are valid and enforceable.
- c. Pursuant to Virginia Code § 2.2-4353, the date any payment shall be deemed the date of postmark in all cases where payment is made by mail.
- d. The County's fiscal year is July 1 to June 30. Contractors are advised to submit invoices, especially for Goods and/or Services provided in the month of June, for the entire month (i.e. June 1 - June 30), so that expenses are recognized in the appropriate fiscal year.
- e. Any payment made by the Contractor to the County shall only be made in U.S. Dollars. If payment is received in foreign currency the County may, in its sole discretion, reject such payment and require immediate compensation in U.S. Dollars.

48. SUBCONTRACTORS: Pursuant to Virginia Code § 2.2-4354, in the event that any subcontractors are used by Contractor in connection with the work, Contractor shall:

- a. Within seven (7) days after receipt of amounts paid to the Contractor for work performed by a subcontractor, either:
 - i. Pay the subcontractor for the proportionate share of the total payment received attributable to the work performed by the subcontractor under any Contract; or
 - ii. Notify the County and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

- b. Contractor shall require each subcontractor to provide either (i) for an individual, their social security numbers, or (ii) for proprietorships, partnerships, and corporations to provide their federal employer identification numbers.
- c. The Contractor shall pay interest to any subcontractor on all amounts owed by the Contractor that remain unpaid after seven days following receipt by the Contractor of payment from the County for work performed by the subcontractor under any Contract, except for amounts withheld as allowed in subdivision (a)(II) above. Unless otherwise provided under the terms of any Contract, interest shall accrue at the rate of one percent (1%) per month.
- d. The Contractor shall include in each of its subcontracts under any Contract a provision requiring each subcontractor to include or otherwise be subject to the above payment and interest requirements (a), (b) and (c) with respect to each lower tier subcontractor.
- e. The Contractor's obligation to pay an interest charge to a subcontractor pursuant to the payment clause in this Section 48 shall not be construed to be an obligation of the County. No Contract modification may be made for the purpose of providing reimbursement for such interest charge. No cost reimbursement claim may include any amount for reimbursement for such interest charge.

49. RETAINAGE ON CONSTRUCTION CONTRACTS: Pursuant to Virginia Code 2§ 2.2-4333, if a Contract for construction provides for progress payments in installments based upon an estimated percentage of completion, then the contractor shall be paid at least ninety-five percent (95%) of the earned sum when payment is due, with no more than five percent (5%) being retained to ensure faithful performance of the contract. All amounts withheld may be included in the final payment. Any subcontract related to work on a Contract that provides for similar progress payments shall be subject to the provisions above and the Contractor agrees to include such provisions in every subcontract.

50. SUCCESSORS AND ASSIGNS: The County and the Contractor bind themselves and their respective successors and assigns to any Contract. The foregoing notwithstanding, the Contractor shall not assign, sublet or transfer its interest in any Contract without the prior written consent of the County, which may be granted or withheld in the County's sole discretion. Nothing hereinafter mentioned shall be construed as creating any personal liability on the part of any officer, agent or employee of the County, nor shall it be construed as giving any benefits hereunder to anyone other than the County and the Contractor.

51. DEFAULT: Failure of a Contractor to deliver Goods or Services in accordance with Contract terms and conditions and/or within the time specified, or within reasonable time as interpreted by the County in its sole discretion, or failure to make replacements/corrections of rejected articles/services when so requested, immediately or as directed by the County, or failure of the Contractor to act in accordance with the Contract in any material respect, as reasonably determined by the County, shall constitute

a "default" by the Contractor and shall further authority for the County to purchase in the open market articles/services of comparable grade/quality to replace the services, articles rejected, and/or not delivered. On all such purchases, the Contractor shall reimburse the County, within a reasonable time specified by the County, for any expense incurred in excess of Contract prices including, but not limited to, any purchase and administrative costs. Such purchases shall be deducted from the Contract quantities, if applicable. Should public necessity demand it, the County reserves the right to use or consume articles delivered or services performed which are substandard in quality, subject to an adjustment in price to be determined by the County. In case of any default, the County, after due oral or written notice if required in accordance with the Contract, may terminate the Contract at its option in its sole discretion effective immediately. These remedies shall be in addition to any other remedies which the County may have, including but not limited to, any remedies at law, under the Contract or in equity.

Notwithstanding the foregoing, the Contractor shall not be liable for damages for delay in shipment or failure to deliver when such delay or failure is the result of fire, flood, strike, act of God, act of Government, act of an alien enemy or by any other circumstances which, in the County's opinion, are beyond the control of the Contractor. Under such circumstances, however, the County may, at its sole discretion, terminate or cancel the Contract effective immediately.

52. NON-DISCRIMINATION ASSURANCES: The Contractor shall conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended, where applicable, and § 2.2-4311 of the Virginia Procurement Act:

- a. During the performance of any Contract, the Contractor agrees as follows: the Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The Contractor, in all Solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer. Notices, advertisements and Solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this Section 52.
- b. The Contractor shall include the provisions of paragraph (a) above in every subcontract or purchase over \$10,000.00 so that the provisions will be binding upon each subcontractor or Vendor.

53. MODIFICATION:

- a. Pursuant to Virginia Code § 2.2-4309, these General Conditions and any Contract entered into by the County and any Contractor shall not be subject to change, modification, or discharge except by written instrument signed by the County and Contractor, but no fixed-price contract may be increased by more than twenty-five percent (25%) of the amount of the contract or \$50,000, whichever is greater, without the advance written approval of the County's Board. In no event may the amount of any contract, without adequate consideration, be increased for any purpose, including, but not limited to, relief of an offeror from the consequences of an error in its bid or offer.
- b. The County may, but is not obligated to, extend the term of an existing contract for services to allow completion of any work undertaken but not completed during the original term of the contract.
- c. Nothing in this Section 53 shall prevent the County from placing greater restrictions on contract modifications.

54. INDEMNIFICATION: Contractor agrees to indemnify, keep and save harmless the County, its officers, agents, officials, employees and volunteers against any and all claims, claims of injuries, death, damage to property, patent claims, suits, liabilities, judgments, losses, costs and expenses, including but not limited to costs of investigation, all reasonable attorneys' fees (whether or not litigation results), and the cost of any appeal, occurring or arising in connection with the Contractor's, its agents', subcontractors', employees', or volunteers' negligence or wrongful acts or omissions in connection with its performance of any Contract. The Contractor shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgment shall be rendered against the County in any such action, the Contractor shall, at his or her own expenses, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by any Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County as herein provided. Nothing contained in this Solicitation or the Contract shall be deemed to be a waiver of the County's sovereign immunity.

55. DRUG-FREE WORKPLACE: Pursuant to Virginia Code § 2.2-4312, in every Contract over \$10,000.00 the following provisions apply: During the performance of any Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a Statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all Solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the

foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this Section, “*drug-free workplace*” means a site for the performance of work done in connection with a specific Contract awarded to a Contractor in accordance with this the VPPA and the County’s Procurement Procedures, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the Contract.

56. TERMINATION: Contracts will remain in force for full periods specified and/or until all articles ordered before date of termination shall have been satisfactorily delivered and accepted and thereafter until all requirements and conditions shall have been met, unless:

- a. Terminated prior to expiration date by satisfactory deliveries of entire Contract requirements;
- b. Terminated by the County upon thirty (30) days written notice to the Contractor at the County’s convenience in the County’s sole discretion (“termination for convenience”), unless a termination for convenience is specifically and expressly prohibited by the Contract. Any Contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of the termination;
- c. Terminated by the County for cause, default or negligence on the part of the Contractor. However, pursuant to Section 51 of these General Conditions, the County may hold the Contractor responsible for any resulting additional purchase and administrative costs. There is no advance notice requirement in the event of Termination for Cause and termination is effective immediately upon notice to Contractor of the termination for cause;
- d. Extended upon written authorization of County and accepted by Contractor, to permit ordering of unordered balances or additional quantities at Contract prices and in accordance with Contract terms.

57. APPROPRIATIONS: Notwithstanding any other provision of any Contract, the payment of the County’s obligations under any Contract shall be subject to annual appropriations by the Board of Supervisors of the County in each fiscal year of monies sufficient to satisfy the same.

58. REFERENCES TO VIRGINIA LAW: Any reference in these General Conditions to the Code of Virginia or other relevant Federal, State or local law is incorporated in whole herein by reference as in effect at the time of the Solicitation or Contract as such statutory provisions may be amended or replaced by any statute dealing with the same or similar subject matter.

59. COOPERATIVE PROCUREMENT: Except as prohibited by the current Code of Virginia, all resultant Contracts will be extended to other Public Bodies of the Commonwealth of Virginia, to permit their ordering of Goods, supplies and/or Services at the prices and terms of the resulting Contract ("cooperative procurement"). By submitting any Bid or entering into any Contract with the County a Bidder/Contractor expressly authorizes cooperative procurement under Virginia Code § 2.2-4304 to the full extent permitted by law. If any other public body decides to use any Contract, the Contractor must deal directly with that public body concerning all matters relating thereto, including but not limited to, the placement or orders, issuance of the purchase order, contractual disputes, invoicing and payment. The County acts only as the "Contracting Agent" for these public bodies. Any resulting contract with other public bodies shall be governed by the laws of that specific entity. It is the Contractor's responsibility to notify the public bodies of the availability of the Contract. Fluvanna County shall not be held liable for any direct or indirect costs, damages or other claim of any kind incurred by another public body or any Contractor as a result of any cooperative procurement.

60. AUDIT: The Contractor hereby agrees to retain all books, records and other documents relative to any Contract for five (5) years after final payment, or until audited by the County, whichever is sooner. The County, its authorized agents, and/or County auditors shall have full access to and right to examine any of said materials during said period.

61. GUARANTIES AND WARRANTIES: All guarantees, representations and warranties required shall be furnished by the Contractor and shall be delivered to the Purchasing Agent before final payment on any Contract is made. In addition to any guarantees, representations and warranties required under the Contract, the Contractor agrees to:

- a. Save the County, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or un-copyrighted composition; secret process, patented or unpatented; invention; article or appliance furnished or used in the performance of a Contract for which the Contractor is not the patentee, assignee, licensee or owner;
- b. Protect the County against latent defective material or workmanship and to repair or replace any damages or marring occasioned in transit or delivery;
- c. Furnish adequate protection against damage to all work and to repair damages of any kind to the building or equipment, to the Contractor's own work or to the work of other contractors, for which the Contractor's workers are responsible;
- d. Pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules and regulations of the County; and
- e. Protect the County from loss or damage to County owned property while it is in the custody of the Contractor;

- f. At minimum supply all Goods or Services with the manufacturer's standard warranty, if applicable; and
- g. For any Contract involving Services of any nature, the Contractor further agrees to:
 - i. Enter upon the performance of Services with all due diligence and dispatch, assiduously press to its complete performance, and exercise therein the highest degree of skill and competence;
 - ii. Allow Services to be inspected or reviewed by an employee of the County at any reasonable time and place selected by the County;
 - iii. Acknowledges that the County shall be under no obligation to compensate Contractor for any Services not rendered in strict conformity with the Contract; and
 - iv. Stipulates that the presence of a County Inspector shall not lessen the obligation of the Contractor for performance in accordance with the Contract requirements, or be deemed a defense on the part of the Contractor for infraction thereof. The Inspector is not authorized to revoke, alter, enlarge, relax, or release any of the requirements of any Contract. Any omission or failure on the part of the Inspector to disapprove or reject any work or material shall not be construed to be an acceptance of any such defective work or material.

62. PRICE REDUCTIONS: If at any time after the date of the Bid/Contract the Contractor makes a general price reduction in the comparable price of any material covered by the Contract to customers generally, an equivalent price reduction based on similar quantities and/or considerations shall apply to any Contract for the duration of the Contract period (or until the price is further reduced). Such price reduction shall be effective at the same time and in the same manner as the reduction in the price to customers generally. For purpose of this provision, a "general price reduction" shall mean any horizontal reduction in the price of an article or service offered (1) to Contractor's customers generally, or (2) in the Contractor's price schedule for the class of customers, i.e., wholesalers, jobbers, retailers, etc., which was used as the basis for bidding on this Solicitation. An occasional sale at a lower price, or sale of distressed merchandise at a lower price, would not be considered a "general price reduction" under this provision. The Contractor shall submit his or her invoice at such reduced prices indicating on the invoice that the reduction is pursuant to the "Price Reduction" provision of the Contract documents. The Contractor in addition will within ten (10) days of any general price reduction notify the County of such reduction by letter. **FAILURE TO DO SO IS A DEFAULT UNDER THE CONTRACT AND MAY RESULT IN TERMINATION OF THE CONTRACT IN THE COUNTY'S DISCRETION.** The Contractor, if requested, shall furnish, within ten (10) days after the end of the Contract period, a statement certifying either (1) that no general price reduction, as defined above, was made after the date of the Bid or Contract, or (2) if any such general price reductions were made, that as provided above, they were reported to the County within ten (10) days and the County was billed at the reduced prices. Where one or more such general price reductions were made, the statement furnished by

the Contractor shall include with respect to each price reduction (1) the date when notice of any such reduction was issued, (2) the effective date of the reduction, and (3) the date when the County was notified of any such reduction.

63. COMPLIANCE WITH IMMIGRATION LAW: Pursuant to Virginia Code § 2.2-4311.1, in every Contract the following provision applies: the Contractor does not, and shall not during the performance of the Contract, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

64. VIRGINIA STATE CORPORATION COMMISSION: Pursuant to Virginia Code § 2.2-4311.2, Any Bidder or Contractor organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia, or as otherwise required by law, at the time of the Bid, Proposal or any response to Solicitation and during the term of the Contract and any Contract renewal. The Contractor shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required, to be revoked or cancelled at any time during the term or any renewal of the Contract. If the Contractor fails to remain in compliance with the provisions of this Section 64, the Contract may become void at the option of the County.

65. CLAIMS PROCEDURE:

- a. The procedure for consideration by the County of contractual claims for any Contract shall be that set forth in Virginia Code § 15.2-1243, *et seq.*
- b. In addition, pursuant to Virginia Code § 2.2-4364, contractual claims, whether for money or other relief, shall be submitted in writing to the County Administrator no later than sixty (60) days after final payment; however, written notice of the Contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a Contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the Goods. Pendency of claims shall not delay payment of amount agreed due in the final payment.
- c. No written decision denying a claim or addressing issues related to the claim shall be considered a denial of the claim unless the written decision is signed by the Board or the County Administrator. The contractor may not institute legal action prior to receipt of the final written decision on the claim unless the County fails to render a decision within ninety (90) days of submission of the claim. Failure of the County to render a decision within ninety (90) days shall not result in the contractor being awarded the relief claimed or in any other relief or penalty. The sole remedy for the County's failure to render a decision within 90 days shall be the contractor's right to institute immediate legal action.

- d. A Contractor may not institute legal action, prior to receipt of the County's decision on the claim, unless the County fails to render such decision within the time specified by law. A failure by the County to render a decision within the time provided by law shall be deemed a final decision denying the claim by the County.
- e. The decision of the Board or the County Administrator shall be final and conclusive unless the Contractor appeals within six (6) months of the date of the final written decision by instituting legal action as provided in Virginia Code § 2.2-4364.
- f. No administrative appeals procedure pursuant to Virginia Code § 2.2-4365 has been adopted for contractual claims by the County.
- g. Nothing herein shall be construed to prevent the County from instituting legal action against any Contractor or Bidder.

66. NOTICES: All written notices required or permitted under any Solicitation, Bid or Contract shall be deemed sufficient if delivered in person to the County Purchasing Agent or Bidder/Contractor, as applicable, or sent by first class mail to the County or Bidder/Contractor at the addresses set forth in the Solicitation, Bid or Contract or at such other address as a party may designate from time to time by notice given in accordance with the terms of this Section 66; except that where a Solicitation, Bid or Contract expressly requires notice to a specific individual or at a specific location, such shall control. Such notices are deemed received when actually delivered to the party or its representative or agent if hand delivered, or one (1) business day after deposited into the United States mail, if mailed.

DELIVERY

67. SHIPPING INSTRUCTIONS-CONSIGNMENT: Unless otherwise specified in the Solicitation or Contract, as applicable, each case, crate, barrel, package, etc., delivered under the Contract must be plainly stenciled or securely tagged, stating the Contractor's name, purchase order number, and delivery address as indicated in the order. Where shipping containers are to be used, each container must be marked with the purchase order number, name of the Contractor, the name of the item, the item number, and the quantity contained therein. Deliveries must be made within the hours of 8:00 a.m. – 3:00 p.m. Deliveries at any other time will not be accepted unless specific arrangements have been previously made with the designated individual at the delivery point. No deliveries will be accepted on Saturdays, Sundays and holidays unless previous arrangements have been made. It shall be the responsibility of the Contractor to insure compliance with these instructions for items that are drop-shipped.

68. RESPONSIBILITY FOR SUPPLIES TENDERED: The Contractor shall be responsible for the materials or supplies covered by the Contract until they are delivered

at the designated point. The Contractor shall additionally bear all risk on rejected materials or supplies after notice of rejection is tendered by the County. Rejected materials or supplies must be removed by and at the expense of the Contractor promptly after notification of rejection, unless public health and safety require immediate destruction or other disposal of rejected delivery. If rejected materials are not removed by the Contractor within ten (10) days after date of notification, the County may return the rejected materials or supplies to the Contractor at the Contractor's risk and expense or dispose of them as abandoned property.

- 69. INSPECTIONS:** The County reserves the right to conduct any test/inspection it may deem advisable to assure supplies and Services conform to the specification in the Solicitation, Bid or Contract, as applicable. Inspection and acceptance of materials or supplies will be made after delivery at destinations herein specified unless otherwise stated. Unless otherwise specified in the Contract, if inspection is made after delivery at the destination specified, the County will bear the expense of inspection except for the value of samples used in case of rejection. Final inspection shall be conclusive except in regard to latent defects, fraud or such gross mistakes as to amount to fraud. Final inspection and acceptance or rejection of the materials or supplies will be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the County for such materials or supplies as are not in accordance with the specifications.
- 70. COMPLIANCE:** Delivery must be made as ordered and in accordance with the Solicitation, Bid or Contract, as applicable, or as directed by the County when not in conflict with the Bid/Contract. The decision as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of Goods by the purchaser shall rest with the Contractor. Any request for extension of time of delivery from that specified must be approved by the County, such extension applying only to the particular item or shipment affected. Unless otherwise specified in the Contract, should the Contractor be unreasonably delayed by the County, there shall be added to the time of completion a time equal to the period of such delay caused by the County. However, the Contractor shall not be entitled to claim damages or extra compensation for such delay or suspension. These conditions may vary for construction Contracts.
- 71. POINT OF DESTINATION:** All materials shipped to the County must be shipped F.O.B. DESTINATION unless otherwise stated specifically in the Solicitation, Bid or Contract, as applicable. The materials must be delivered to the "Ship To" address indicated on the purchase order or Solicitation, as applicable.
- 72. REPLACEMENT:** Materials or components that have been rejected by the County, in accordance with the terms of the Contract, shall be replaced by the Contractor at no cost to the County.
- 73. DAMAGES:** Any and all damages to property of the "County" that is the direct result of the Contractor, the employees of the Contractor and/or its subcontractors, agents, licensees, successors, or assigns, shall be the sole responsibility of the Contractor. The

property shall be repaired to its last known condition prior to the damages and/or replaced at no cost to the County. The County shall approve any and all repairs/replacements prior to acceptance of the repairs/replacement.

74. PACKING SLIPS OR DELIVERY TICKETS: All shipments shall be accompanied by Packing Slips or Delivery Tickets and shall contain the following information for each item delivered:

- a. Purchase Order Number;
- b. Name of Article and Stock Number;
- c. Quantity Ordered;
- d. Quantity Shipped;
- e. Quantity Back Ordered; and
- f. The Name of the Contractor.

Contractors are cautioned that failure to comply with these conditions shall be considered sufficient reason for refusal to accept the Goods.

75. ADDITIONAL CHARGES: No delivery charges of any kind shall be added to any invoice; except that (i) if Goods are expressly bought F.O.B. "shipping point" under the Contract and the Contractor prepays transportation, then delivery charges shall be added to invoices; and (ii) if express delivery is authorized and substituted by the County on orders for the method specified in the Contract, then the difference between freight or mail and express charges may be added to invoice.

76. METHOD AND CONTAINERS: Unless otherwise specified, Goods shall be delivered in commercial packages in standard commercial containers, so constructed as to ensure acceptance by common or other carrier for safe transportation to the point of delivery. Containers become the property of the County unless otherwise specified by bidder.

**FLUVANNA COUNTY BOARD OF SUPERVISORS
AGENDA ITEM STAFF REPORT**

TAB V

MEETING DATE:	November 4, 2020				
AGENDA TITLE:	Approval of Open Space Contract for Jerry S. & Jean M. Baker				
MOTION(s):	I move to approve the open space contract for Jerry S. & Jean M. Baker for tax map parcels 42-10-A, 42-10-B and 42-10-C; agreement shall remain in effect for a term of five (5) consecutive years.				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
STAFF CONTACT(S):	Andrew M. Sheridan, Jr., Commissioner of the Revenue				
PRESENTER(S):	Andrew M. Sheridan, Jr., Commissioner of the Revenue				
RECOMMENDATION:	Approval				
TIMING:	Immediate				
DISCUSSION:	These properties qualify for an open space contract with Fluvanna County in accordance with Code Section 58.1-3229 et. seq. of the Virginia State Code.				
FISCAL IMPACT:	None				
POLICY IMPACT:	In accordance with Section 58.1-3229 et. seq. of Virginia State Code.				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	-Jerry S. & Jean M. Barker's executed open space contract -Map of tax map parcels 42-10-A, 42-10-B and 42-10-C				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other



CONTRACT FOR OPEN SPACE LAND USE ASSESSMENT

THIS AGREEMENT, made this 23 day of September, 2020, by and between Jerry S. & Jean M. Barker, party(ies) of the first part, hereinafter called the Grantor, and the COUNTY OF FLUVANNA, a political subdivision of the Commonwealth of Virginia, party of the second part, hereinafter called the County:

WITNESSETH

WHEREAS, the Grantor owns certain real estate, described below, hereinafter called the Property; and

WHEREAS, the County is the local governing body having real estate tax jurisdiction over the Property; and

WHEREAS, the County has determined:

- A. That it is in the public interest that the Property should be provided or preserved for conservation of agricultural and forestal land and of wildlife and
- B. That the property meets the applicable criteria for real estate devoted to open-space use as prescribed in Article 4 (Section 58.1-3229 et. seq.) of Chapter 32 of Title 58.1 of the Code of Virginia, and the standards for classifying such real estate prescribed by the Director of the Virginia Department of Conservation and Recreation; and
- C. That the provisions of this agreement meet the requirements and standards prescribed under section 58.1-3233 of the Code of Virginia for recorded commitments by landowners not to change an open-space use to a non-qualifying use; and

WHEREAS, the Grantor is willing to make a written recorded commitment to preserve and protect the open-space uses of the Property during the term of this agreement in order for the Property to be taxed on the basis of a use assessment, and the Grantor has submitted an application for such taxation to the Commissioner of the Revenue of the County pursuant to Section 58.1-3234 of the Code of Virginia and Section 20-4-2(d) of the Fluvanna County Code; and

WHEREAS, the County is willing to extend the tax for the Property on the basis of a use assessment commencing with the next succeeding tax year and continuing for the term of this agreement, in consideration of the Grantor's commitment to preserve and protect the open-space uses of the property, and on the condition that the Grantor's application is satisfactory and that all other requirements of Article 4, Chapter 32, Title 58.1 of the Code of Virginia and Section 20-4-2(d) of the Fluvanna County Code are complied with.

NOW, THEREFORE, in consideration of the recital and the mutual benefits, covenants and terms herein contained, the parties hereby **COVENANT** and **AGREE** as follows:

1. This agreement shall apply to all the following described real estate:

Tax Map Parcels: 42-10-A (9.5879 acres)
 42-10-B (11.2764 acres)
 42-10-C (9.9261 acres)
 Totaling: 30.7904 acres

2. The Grantor agrees that during the term of this agreement:

- A. There shall be no change in the use or uses of the Property that exist as of the date of this agreement to any use that would not qualify as open-space use. The qualifying use for the Property is conservation of agricultural and forestal land and of wildlife.
- B. There shall be no display of billboards, signs or other advertisements on the property except to (i) state solely the name of the Grantor and the address of the Property, (ii) advertise the sale or lease of the Property, (iii) advertise the sale of goods or services produced pursuant to the permitted use of the Property, or (iv) provide warnings. No sign shall exceed four feet by four feet.
- C. There shall be no construction, placement or maintenance of any structure on the Property unless such structure is either:
 - 1) on the Property as of the date of this agreement; or
 - 2) related to and compatible with the open-space uses of the Property which this agreement is intended to protect or provide for.
- D. There shall be no dumping or storage of trash, garbage, ashes, waste, junk, abandoned property or other unsightly or offensive material on the Property.
- E. There shall be no filling, excavating, mining, drilling, removal of topsoil, sand, gravel, rock, minerals, or other materials which alters the topography of the Property, except as required in the construction of permissible building structures and features under this agreement.

- F. There shall be no construction or placement of fences, screens, hedges, walls or other similar barriers which materially obstruct the public view of scenic areas of the Property.
 - G. The Grantor may engage in agricultural, horticultural or silvicultural activities and remove vegetation which constitutes a safety, a health or an ecological hazard, e.g., vegetation classified as noxious weed pursuant the Code of Virginia (1950), as amended.
 - H. There shall be no alteration or manipulation of natural water courses, shores, marshes, swamps, wetlands or other water bodies, nor any activities or uses which adversely affect water quality, level or flow.
 - I. On areas of the Property that are being provided or preserved for conservation of land, floodways or other natural resources, or that are to be left in a relatively natural or undeveloped state, there shall be no operation of dune buggies, all-terrain vehicles, motorcycles, motorbikes, snowmobiles or other motor vehicles, except to the extent necessary to inspect, protect or preserve the area.
 - J. There shall be no industrial or commercial activities, conducted on the property, except for the continuation of agricultural, horticultural or silvicultural activities; or activities that are conducted in a residence or an associated outbuilding such as garage, smokehouse, small shop or similar structure which is permitted on the property.
 - K. There shall be no separation or split-off of lots, pieces or parcels from the property. The Property may be sold or transferred during the term of this agreement only as the same entire parcel that is the subject to this agreement, provided, however, that the Grantor may grant to a public body or bodies open-space, conservation or historic preservation easements which apply to all or part of the Property.
3. This agreement shall be effective upon acceptance by the County, provided, however, that the real estate tax for the Property shall not be extended on the basis of its use value until the next succeeding tax year following timely application by the Grantor for the use assessment and taxation in accordance with Section 20-4-2(d) of the Fluvanna County Code. Thereafter, this agreement shall remain in effect for a terms of five (5) consecutive years.

4. Nothing contained herein shall be construed as giving to the public a right to enter upon or to use the Property or any portion thereof, except as the Grantor may otherwise allow, consistent with the provisions of this agreement.
5. The County shall have the right at all reasonable times to enter the Property to determine whether the Grantor is complying with the provisions of this agreement.
6. Nothing in this agreement shall be construed to create in the public or member thereof a right to maintain a suit for any damages against the Grantor for any violation of this agreement.
7. Nothing in this agreement shall be construed to permit Grantor to conduct any activity or to build or maintain any improvement which is otherwise prohibited by law.
8. If any provision of this agreement is determined to be invalid by a court of competent jurisdiction, the remainder of the agreement shall not be affected thereby.
9. The provisions of this agreement shall run with the land and be binding upon the parties, their successors, assigns, personal representatives, and heirs.
10. Words of one gender used herein shall include the other gender, and words in the singular shall include words in the plural, whenever the sense requires.
11. This agreement may be terminated in the manner provided in Section 15.1-1513 of the Code of Virginia for withdrawal of land from an agricultural, forestal or an agricultural and forestal district.
12. Upon termination of this agreement, the Property shall thereafter be assessed and taxed at its fair market value, regardless of its actual use, unless the County determines otherwise in accordance with applicable law.
13. NOTICE: WHEN THE OPEN SPACE USE OR USES BY WHICH THE PROPERTY QUALIFIED FOR ASSESSMENT AND TAXATION ON THE BASIS OF USE CHANGES TO A NONQUALIFYING USE OR USES, OR WHEN THE ZONING FOR THE PROPERTY CHANGES TO A MORE INTENSIVE USE AT THE REQUEST OF THE GRANTOR, THE PROPERTY, OR SUCH PORTION OF THE PROPERTY WHICH NO LONGER QUALIFIES SHALL BE SUBJECT TO ROLLBACK TAXES IN ACCORDANCE WITH SECTION 58.1-3237 OF THE CODE OF VIRGINIA. THE GRANTOR SHALL BE SUBJECT TO ALL OF THE OBLIGATIONS AND LIABILITIES OF SAID CODES SECTION.

Jerry S. Barker. (SEAL)
Landowner

Jean M. Barker (SEAL)
Co-owner (s)

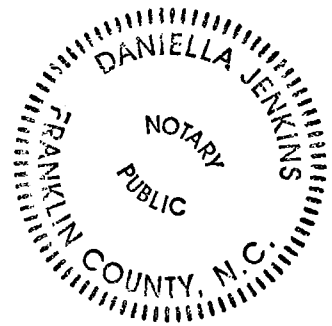
^W
STATE OF VIRGINIA
COUNTY OF FLUVANNA, to-wit: Wake

The foregoing instrument was acknowledged before me by

Jerry S. Barker & Jean M. Barker Landowner (s)

on this 23 day of September, 2020.

My commission expires: Nov 3, 2029



[Signature]
Notary Public

COUNTY OF FLUVANNA, VIRGINIA

By: _____
County Administrator

STATE OF VIRGINIA
COUNTY OF FLUVANNA, to-wit:

The foregoing instrument was acknowledged before me by

_____, Fluvanna County Administrator

on this _____ day of _____, _____.

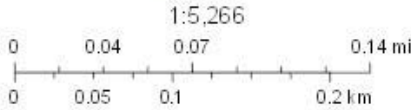
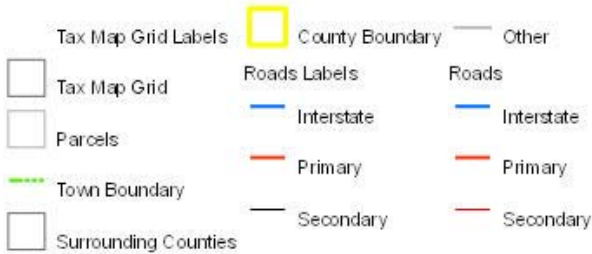
My commission expires: _____

Notary Public

Fluvanna County, VA WebGIS
Located off of Carysbrook Road in Fork Union



October 26, 2020

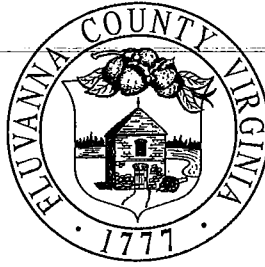


Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community, Virginia Geographic Information Network (VGIN)

**FLUVANNA COUNTY BOARD OF SUPERVISORS
AGENDA ITEM STAFF REPORT**

TAB W

MEETING DATE:	November 4, 2020				
AGENDA TITLE:	Approval of Open Space Contract for William C. III & Linda Boisseau				
MOTION(s):	I move to approve the open space contract for William C. III & Linda Boisseau for tax map parcels 51-14-3 and 51-14-3B; agreement shall remain in effect for a term of five (5) consecutive years.				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
STAFF CONTACT(S):	Andrew M. Sheridan, Jr., Commissioner of the Revenue				
PRESENTER(S):	Andrew M. Sheridan, Jr., Commissioner of the Revenue				
RECOMMENDATION:	Approval				
TIMING:	Immediate				
DISCUSSION:	These properties qualify for an open space contract with Fluvanna County in accordance with Code Section 58.1-3229 et. seq. of the Virginia State Code.				
FISCAL IMPACT:	None				
POLICY IMPACT:	In accordance with Section 58.1-3229 et. seq. of Virginia State Code.				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	-William C. III & Linda Boisseau's executed open space contract -Map of tax map parcels 51-14-3 and 51-14-3B				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other



CONTRACT FOR OPEN SPACE LAND USE ASSESSMENT

THIS AGREEMENT, made this 25th day of September, 2020, by and between **William C. III & Linda Boisseau**, party(ies) of the first part, hereinafter called the Grantor, and the COUNTY OF FLUVANNA, a political subdivision of the Commonwealth of Virginia, party of the second part, hereinafter called the County:

WITNESSETH

WHEREAS, the Grantor owns certain real estate, described below, hereinafter called the Property; and

WHEREAS, the County is the local governing body having real estate tax jurisdiction over the Property; and

WHEREAS, the County has determined:

- A. That it is in the public interest that the Property should be provided or preserved for conservation of agricultural and forestal land and of wildlife and
- B. That the property meets the applicable criteria for real estate devoted to open-space use as prescribed in Article 4 (Section 58.1-3229 et. seq.) of Chapter 32 of Title 58.1 of the Code of Virginia, and the standards for classifying such real estate prescribed by the Director of the Virginia Department of Conservation and Recreation; and
- C. That the provisions of this agreement meet the requirements and standards prescribed under section 58.1-3233 of the Code of Virginia for recorded commitments by landowners not to change an open-space use to a non-qualifying use; and

WHEREAS, the Grantor is willing to make a written recorded commitment to preserve and protect the open-space uses of the Property during the term of this agreement in order for the Property to be taxed on the basis of a use assessment, and the Grantor has submitted an application for such taxation to the Commissioner of the Revenue of the County pursuant to Section 58.1-3234 of the Code of Virginia and Section 20-4-2(d) of the Fluvanna County Code; and

WHEREAS, the County is willing to extend the tax for the Property on the basis of a use assessment commencing with the next succeeding tax year and continuing for the term of this agreement, in consideration of the Grantor's commitment to preserve and protect the open-space

uses of the property, and on the condition that the Grantor's application is satisfactory and that all other requirements of Article 4, Chapter 32, Title 58.1 of the Code of Virginia and Section 20-4-2(d) of the Fluvanna County Code are complied with.

NOW, THEREFORE, in consideration of the recital and the mutual benefits, covenants and terms herein contained, the parties hereby **COVENANT** and **AGREE** as follows:

1. This agreement shall apply to all the following described real estate:

Tax Map Parcels: 51-14-3 (12.208 acres)
 51-14-3B (10.00 acres)
 Totaling: 22.208 acres

2. The Grantor agrees that during the term of this agreement:

- A. There shall be no change in the use or uses of the Property that exist as of the date of this agreement to any use that would not qualify as open-space use. The qualifying use for the Property is conservation of agricultural and forestal land and of wildlife.
- B. There shall be no display of billboards, signs or other advertisements on the property except to (i) state solely the name of the Grantor and the address of the Property, (ii) advertise the sale or lease of the Property, (iii) advertise the sale of goods or services produced pursuant to the permitted use of the Property, or (iv) provide warnings. No sign shall exceed four feet by four feet.
- C. There shall be no construction, placement or maintenance of any structure on the Property unless such structure is either:
 - 1) on the Property as of the date of this agreement; or
 - 2) related to and compatible with the open-space uses of the Property which this agreement is intended to protect or provide for.
- D. There shall be no dumping or storage of trash, garbage, ashes, waste, junk, abandoned property or other unsightly or offensive material on the Property.
- E. There shall be no filling, excavating, mining, drilling, removal of topsoil, sand, gravel, rock, minerals, or other materials which alters the topography of the Property, except as required in the construction of permissible building structures and features under this agreement.
- F. There shall be no construction or placement of fences, screens, hedges, walls or other similar barriers which materially obstruct the public view of scenic areas of the Property.
- G. The Grantor may engage in agricultural, horticultural or silvicultural activities and remove vegetation which constitutes a safety, a health or an ecological hazard, e.g., vegetation classified as noxious weed pursuant the Code of Virginia (1950), as amended.

- H. There shall be no alteration or manipulation of natural water courses, shores, marshes, swamps, wetlands or other water bodies, nor any activities or uses which adversely affect water quality, level or flow.
 - I. On areas of the Property that are being provided or preserved for conservation of land, floodways or other natural resources, or that are to be left in a relatively natural or undeveloped state, there shall be no operation of dune buggies, all-terrain vehicles, motorcycles, motorbikes, snowmobiles or other motor vehicles, except to the extent necessary to inspect, protect or preserve the area.
 - J. There shall be no industrial or commercial activities, conducted on the property, except for the continuation of agricultural, horticultural or silvicultural activities; or activities that are conducted in a residence or an associated outbuilding such as garage, smokehouse, small shop or similar structure which is permitted on the property.
 - K. There shall be no separation or split-off of lots, pieces or parcels from the property. The Property may be sold or transferred during the term of this agreement only as the same entire parcel that is the subject to this agreement, provided, however, that the Grantor may grant to a public body or bodies open-space, conservation or historic preservation easements which apply to all or part of the Property.
3. This agreement shall be effective upon acceptance by the County, provided, however, that the real estate tax for the Property shall not be extended on the basis of its use value until the next succeeding tax year following timely application by the Grantor for the use assessment and taxation in accordance with Section 20-4-2(d) of the Fluvanna County Code. Thereafter, this agreement shall remain in effect for a terms of Five years (5) consecutive years.
 4. Nothing contained herein shall be construed as giving to the public a right to enter upon or to use the Property or any portion thereof, except as the Grantor may otherwise allow, consistent with the provisions of this agreement.
 5. The County shall have the right at all reasonable times to enter the Property to determine whether the Grantor is complying with the provisions of this agreement.
 6. Nothing in this agreement shall be construed to create in the public or member thereof a right to maintain a suit for any damages against the Grantor for any violation of this agreement.
 7. Nothing in this agreement shall be construed to permit Grantor to conduct any activity or to build or maintain any improvement which is otherwise prohibited by law.

8. If any provision of this agreement is determined to be invalid by a court of competent jurisdiction, the remainder of the agreement shall not be affected thereby.
9. The provisions of this agreement shall run with the land and be binding upon the parties, their successors, assigns, personal representatives, and heirs.
10. Words of one gender used herein shall include the other gender, and words in the singular shall include words in the plural, whenever the sense requires.
11. This agreement may be terminated in the manner provided in Section 15.1-1513 of the Code of Virginia for withdrawal of land from an agricultural, forestal or an agricultural and forestal district.
12. Upon termination of this agreement, the Property shall thereafter be assessed and taxed at its fair market value, regardless of its actual use, unless the County determines otherwise in accordance with applicable law.
13. NOTICE: WHEN THE OPEN SPACE USE OR USES BY WHICH THE PROPERTY QUALIFIED FOR ASSESSMENT AND TAXATION ON THE BASIS OF USE CHANGES TO A NONQUALIFYING USE OR USES, OR WHEN THE ZONING FOR THE PROPERTY CHANGES TO A MORE INTENSIVE USE AT THE REQUEST OF THE GRANTOR, THE PROPERTY, OR SUCH PORTION OF THE PROPERTY WHICH NO LONGER QUALIFIES SHALL BE SUBJECT TO ROLLBACK TAXES IN ACCORDANCE WITH SECTION 58.1-3237 OF THE CODE OF VIRGINIA. THE GRANTOR SHALL BE SUBJECT TO ALL OF THE OBLIGATIONS AND LIABILITIES OF SAID CODES SECTION.

William C. Boisseau

9.29.2020

Landowner

Synda S Boisseau

Landowner

Co-owner(s)

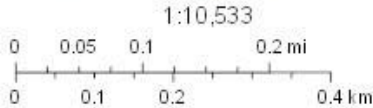
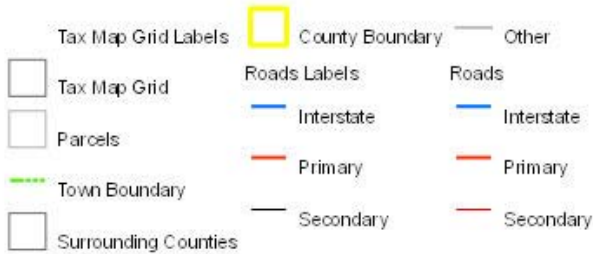
COUNTY OF FLUVANNA, VIRGINIA

By: _____
County Administrator Date

Fluvanna County, VA WebGIS
Located off of Thessalonina Road in Brems Bluff



October 26, 2020



Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community, Virginia Geographic Information Network (VGIN)

**FLUVANNA COUNTY BOARD OF SUPERVISORS
AGENDA ITEM STAFF REPORT**

TAB X

MEETING DATE:	November 4, 2020				
AGENDA TITLE:	Approval of Open Space Contract for James R. & Kalya S. Campbell				
MOTION(s):	I move to approve the open space contract for James R. & Kalya S. Campbell for tax map parcel 40-16-18; agreement shall remain in effect for a term of five (5) consecutive years.				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
STAFF CONTACT(S):	Andrew M. Sheridan, Jr., Commissioner of the Revenue				
PRESENTER(S):	Andrew M. Sheridan, Jr., Commissioner of the Revenue				
RECOMMENDATION:	Approval				
TIMING:	Immediate				
DISCUSSION:	This property qualifies for an open space contract with Fluvanna County in accordance with Code Section 58.1-3229 et. seq. of the Virginia State Code.				
FISCAL IMPACT:	None				
POLICY IMPACT:	In accordance with Section 58.1-3229 et. seq. of Virginia State Code.				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	-James R. & Kalya S. Campbell's executed open space contract -Map of tax map parcel 40-16-18				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other



CONTRACT FOR OPEN SPACE LAND USE ASSESSMENT

THIS AGREEMENT, made this 6 day of October, 2020, by and between James R. & Kalya S. Campbell, party(ies) of the first part, hereinafter called the Grantor, and the COUNTY OF FLUVANNA, a political subdivision of the Commonwealth of Virginia, party of the second part, hereinafter called the County:

WITNESSETH

WHEREAS, the Grantor owns certain real estate, described below, hereinafter called the Property; and

WHEREAS, the County is the local governing body having real estate tax jurisdiction over the Property; and

WHEREAS, the County has determined:

- A. That it is in the public interest that the Property should be provided or preserved for conservation of agricultural and forestal land and of wildlife and
- B. That the property meets the applicable criteria for real estate devoted to open-space use as prescribed in Article 4 (Section 58.1-3229 et. seq.) of Chapter 32 of Title 58.1 of the Code of Virginia, and the standards for classifying such real estate prescribed by the Director of the Virginia Department of Conservation and Recreation; and
- C. That the provisions of this agreement meet the requirements and standards prescribed under section 58.1-3233 of the Code of Virginia for recorded commitments by landowners not to change an open-space use to a non-qualifying use; and

WHEREAS, the Grantor is willing to make a written recorded commitment to preserve and protect the open-space uses of the Property during the term of this agreement in order for the Property to be taxed on the basis of a use assessment, and the Grantor has submitted an application for such taxation to the Commissioner of the Revenue of the County pursuant to Section 58.1-3234 of the Code of Virginia and Section 20-4-2(d) of the Fluvanna County Code; and

WHEREAS, the County is willing to extend the tax for the Property on the basis of a use assessment commencing with the next succeeding tax year and continuing for the term of this agreement, in consideration of the Grantor's commitment to preserve and protect the open-space

uses of the property, and on the condition that the Grantor's application is satisfactory and that all other requirements of Article 4, Chapter 32, Title 58.1 of the Code of Virginia and Section 20-4-2(d) of the Fluvanna County Code are complied with.

NOW, THEREFORE, in consideration of the recital and the mutual benefits, covenants and terms herein contained, the parties hereby **COVENANT** and **AGREE** as follows:

1. This agreement shall apply to all the following described real estate:

Tax Map Parcels: 40-16-18 (18.08 acres)

2. The Grantor agrees that during the term of this agreement:

- A. There shall be no change in the use or uses of the Property that exist as of the date of this agreement to any use that would not qualify as open-space use. The qualifying use for the Property is conservation of agricultural and forestal land and of wildlife.
- B. There shall be no display of billboards, signs or other advertisements on the property except to (i) state solely the name of the Grantor and the address of the Property, (ii) advertise the sale or lease of the Property, (iii) advertise the sale of goods or services produced pursuant to the permitted use of the Property, or (iv) provide warnings. No sign shall exceed four feet by four feet.
- C. There shall be no construction, placement or maintenance of any structure on the Property unless such structure is either:
 - 1) on the Property as of the date of this agreement; or
 - 2) related to and compatible with the open-space uses of the Property which this agreement is intended to protect or provide for.
- D. There shall be no dumping or storage of trash, garbage, ashes, waste, junk, abandoned property or other unsightly or offensive material on the Property.
- E. There shall be no filling, excavating, mining, drilling, removal of topsoil, sand, gravel, rock, minerals, or other materials which alters the topography of the Property, except as required in the construction of permissible building structures and features under this agreement.
- F. There shall be no construction or placement of fences, screens, hedges, walls or other similar barriers which materially obstruct the public view of scenic areas of the Property.
- G. The Grantor may engage in agricultural, horticultural or silvicultural activities and remove vegetation which constitutes a safety, a health or an ecological hazard, e.g., vegetation classified as noxious weed pursuant the Code of Virginia (1950), as amended.

- H. There shall be no alteration or manipulation of natural water courses, shores, marshes, swamps, wetlands or other water bodies, nor any activities or uses which adversely affect water quality, level or flow.
 - I. On areas of the Property that are being provided or preserved for conservation of land, floodways or other natural resources, or that are to be left in a relatively natural or undeveloped state, there shall be no operation of dune buggies, all-terrain vehicles, motorcycles, motorbikes, snowmobiles or other motor vehicles, except to the extent necessary to inspect, protect or preserve the area.
 - J. There shall be no industrial or commercial activities, conducted on the property, except for the continuation of agricultural, horticultural or silvicultural activities; or activities that are conducted in a residence or an associated outbuilding such as garage, smokehouse, small shop or similar structure which is permitted on the property.
 - K. There shall be no separation or split-off of lots, pieces or parcels from the property. The Property may be sold or transferred during the term of this agreement only as the same entire parcel that is the subject to this agreement, provided, however, that the Grantor may grant to a public body or bodies open-space, conservation or historic preservation easements which apply to all or part of the Property.
3. This agreement shall be effective upon acceptance by the County, provided, however, that the real estate tax for the Property shall not be extended on the basis of its use value until the next succeeding tax year following timely application by the Grantor for the use assessment and taxation in accordance with Section 20-4-2(d) of the Fluvanna County Code. Thereafter, this agreement shall remain in effect for a terms of five (5) consecutive years.
 4. Nothing contained herein shall be construed as giving to the public a right to enter upon or to use the Property or any portion thereof, except as the Grantor may otherwise allow, consistent with the provisions of this agreement.
 5. The County shall have the right at all reasonable times to enter the Property to determine whether the Grantor is complying with the provisions of this agreement.
 6. Nothing in this agreement shall be construed to create in the public or member thereof a right to maintain a suit for any damages against the Grantor for any violation of this agreement.
 7. Nothing in this agreement shall be construed to permit Grantor to conduct any activity or to build or maintain any improvement which is otherwise prohibited by law.

2

[Signature]

Kate Campbell

Landowner

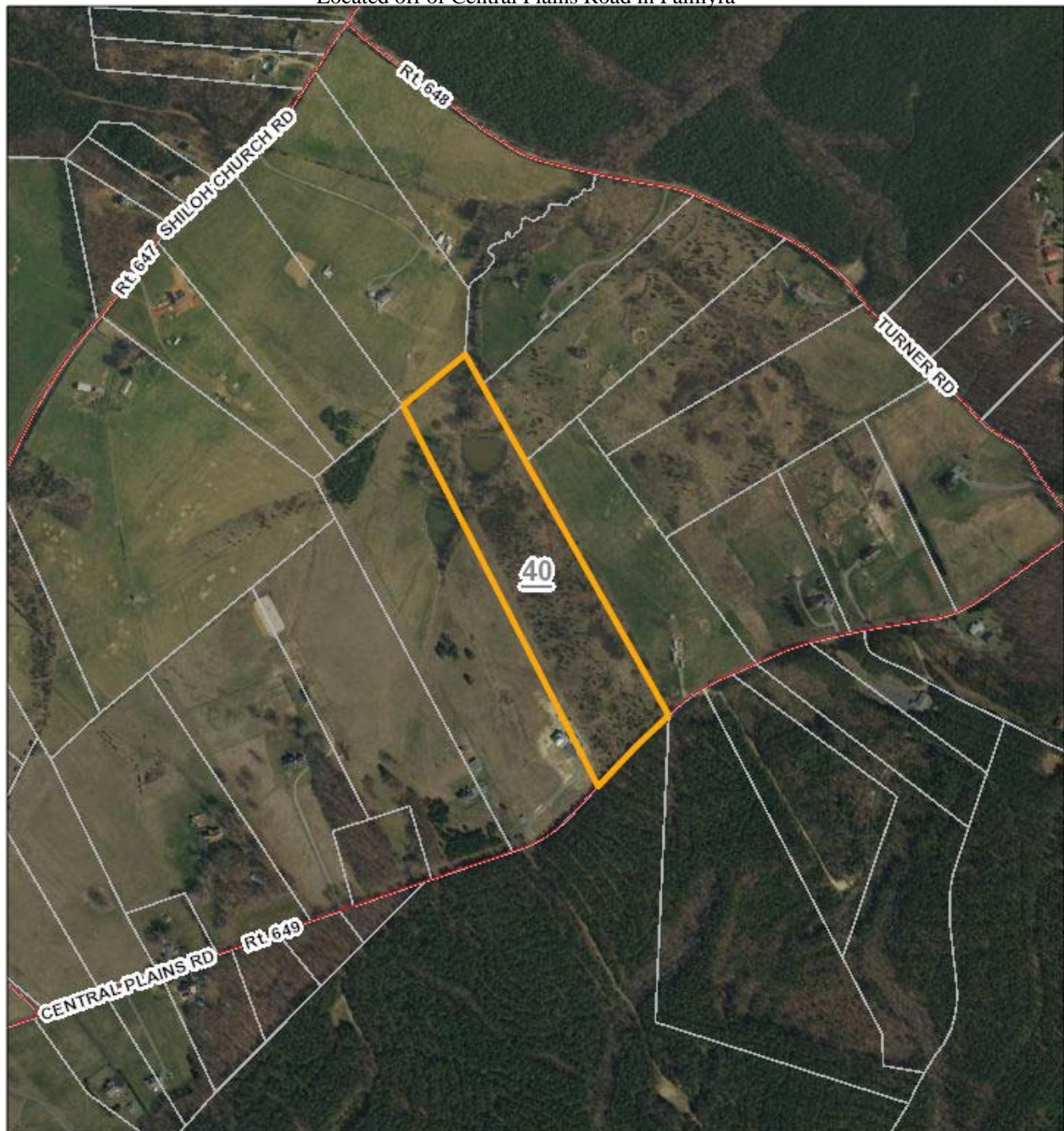
Co-owner(s)

COUNTY OF FLUVANNA, VIRGINIA

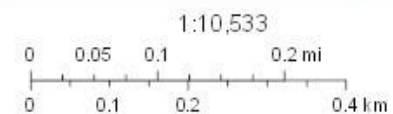
By: _____

Fluvanna County, VA WebGIS Parcels - PIN: 40 16 18

Located off of Central Plains Road in Palmyra



October 26, 2020

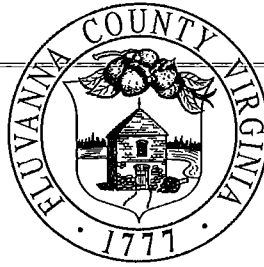


Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community, Virginia Geographic Information Network (VGIN)

**FLUVANNA COUNTY BOARD OF SUPERVISORS
AGENDA ITEM STAFF REPORT**

TAB Y

MEETING DATE:	November 4, 2020				
AGENDA TITLE:	Approval of Open Space Contract for Daniel A. & Maria Elena Hemmings				
MOTION(s):	I move to approve the open space contract for Daniel A. & Maria Elena Hemmings for tax map parcels 26-17-36 and 26-17-37; agreement shall remain in effect for a term of five (5) consecutive years.				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
STAFF CONTACT(S):	Andrew M. Sheridan, Jr., Commissioner of the Revenue				
PRESENTER(S):	Andrew M. Sheridan, Jr., Commissioner of the Revenue				
RECOMMENDATION:	Approval				
TIMING:	Immediate				
DISCUSSION:	These properties qualify for an open space contract with Fluvanna County in accordance with Code Section 58.1-3229 et. seq. of the Virginia State Code.				
FISCAL IMPACT:	None				
POLICY IMPACT:	In accordance with Section 58.1-3229 et. seq. of Virginia State Code.				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	-Daniel A. & Maria Elena Hemmings' executed open space contract -Map of tax map parcels 26-17-36 and 26-17-37				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other



CONTRACT FOR OPEN SPACE LAND USE ASSESSMENT

THIS AGREEMENT, made this 20th day of September, 2020, by and between Daniel A. & Maria Elena Hemmings, party(ies) of the first part, hereinafter called the Grantor, and the COUNTY OF FLUVANNA, a political subdivision of the Commonwealth of Virginia, party of the second part, hereinafter called the County:

WITNESSETH

WHEREAS, the Grantor owns certain real estate, described below, hereinafter called the Property; and

WHEREAS, the County is the local governing body having real estate tax jurisdiction over the Property; and

WHEREAS, the County has determined:

- A. That it is in the public interest that the Property should be provided or preserved for conservation of agricultural and forestal land and of wildlife and
- B. That the property meets the applicable criteria for real estate devoted to open-space use as prescribed in Article 4 (Section 58.1-3229 et. seq.) of Chapter 32 of Title 58.1 of the Code of Virginia, and the standards for classifying such real estate prescribed by the Director of the Virginia Department of Conservation and Recreation; and
- C. That the provisions of this agreement meet the requirements and standards prescribed under section 58.1-3233 of the Code of Virginia for recorded commitments by landowners not to change an open-space use to a non-qualifying use; and

WHEREAS, the Grantor is willing to make a written recorded commitment to preserve and protect the open-space uses of the Property during the term of this agreement in order for the Property to be taxed on the basis of a use assessment, and the Grantor has submitted an application for such taxation to the Commissioner of the Revenue of the County pursuant to Section 58.1-3234 of the Code of Virginia and Section 20-4-2(d) of the Fluvanna County Code; and

WHEREAS, the County is willing to extend the tax for the Property on the basis of a use assessment commencing with the next succeeding tax year and continuing for the term of this agreement, in consideration of the Grantor's commitment to preserve and protect the open-space

uses of the property, and on the condition that the Grantor's application is satisfactory and that all other requirements of Article 4, Chapter 32, Title 58.1 of the Code of Virginia and Section 20-4-2(d) of the Fluvanna County Code are complied with.

NOW, THEREFORE, in consideration of the recital and the mutual benefits, covenants and terms herein contained, the parties hereby **COVENANT** and **AGREE** as follows:


1. This agreement shall apply to all the following described real estate:

Tax Map Parcels: 26-17-36 (8.952 acres)
26-17-37 (11.413 acres)
Totaling: 20.365 acres

2. The Grantor agrees that during the term of this agreement:
 - A. There shall be no change in the use or uses of the Property that exist as of the date of this agreement to any use that would not qualify as open-space use. The qualifying use for the Property is conservation of agricultural and forestal land and of wildlife.
 - B. There shall be no display of billboards, signs or other advertisements on the property except to (i) state solely the name of the Grantor and the address of the Property, (ii) advertise the sale or lease of the Property, (iii) advertise the sale of goods or services produced pursuant to the permitted use of the Property, or (iv) provide warnings. No sign shall exceed four feet by four feet.
 - C. There shall be no construction, placement or maintenance of any structure on the Property unless such structure is either:
 - 1) on the Property as of the date of this agreement; or
 - 2) related to and compatible with the open-space uses of the Property which this agreement is intended to protect or provide for.
 - D. There shall be no dumping or storage of trash, garbage, ashes, waste, junk, abandoned property or other unsightly or offensive material on the Property.
 - E. There shall be no filling, excavating, mining, drilling, removal of topsoil, sand, gravel, rock, minerals, or other materials which alters the topography of the Property, except as required in the construction of permissible building structures and features under this agreement.
 - F. There shall be no construction or placement of fences, screens, hedges, walls or other similar barriers which materially obstruct the public view of scenic areas of the Property.
 - G. The Grantor may engage in agricultural, horticultural or silvicultural activities and remove vegetation which constitutes a safety, a health or an ecological hazard, e.g., vegetation classified as noxious weed pursuant the Code of Virginia (1950), as amended.

- H. There shall be no alteration or manipulation of natural water courses, shores, marshes, swamps, wetlands or other water bodies, nor any activities or uses which adversely affect water quality, level or flow.
 - I. On areas of the Property that are being provided or preserved for conservation of land, floodways or other natural resources, or that are to be left in a relatively natural or undeveloped state, there shall be no operation of dune buggies, all-terrain vehicles, motorcycles, motorbikes, snowmobiles or other motor vehicles, except to the extent necessary to inspect, protect or preserve the area.
 - J. There shall be no industrial or commercial activities, conducted on the property, except for the continuation of agricultural, horticultural or silvicultural activities; or activities that are conducted in a residence or an associated outbuilding such as garage, smokehouse, small shop or similar structure which is permitted on the property.
 - K. There shall be no separation or split-off of lots, pieces or parcels from the property. The Property may be sold or transferred during the term of this agreement only as the same entire parcel that is the subject to this agreement, provided, however, that the Grantor may grant to a public body or bodies open-space, conservation or historic preservation easements which apply to all or part of the Property.
3. This agreement shall be effective upon acceptance by the County, provided, however, that the real estate tax for the Property shall not be extended on the basis of its use value until the next succeeding tax year following timely application by the Grantor for the use assessment and taxation in accordance with Section 20-4-2(d) of the Fluvanna County Code. Thereafter, this agreement shall remain in effect for a terms of Five (5) consecutive years.
 4. Nothing contained herein shall be construed as giving to the public a right to enter upon or to use the Property or any portion thereof, except as the Grantor may otherwise allow, consistent with the provisions of this agreement.
 5. The County shall have the right at all reasonable times to enter the Property to determine whether the Grantor is complying with the provisions of this agreement.
 6. Nothing in this agreement shall be construed to create in the public or member thereof a right to maintain a suit for any damages against the Grantor for any violation of this agreement.
 7. Nothing in this agreement shall be construed to permit Grantor to conduct any activity or to build or maintain any improvement which is otherwise prohibited by law.

8. If any provision of this agreement is determined to be invalid by a court of competent jurisdiction, the remainder of the agreement shall not be affected thereby.
9. The provisions of this agreement shall run with the land and be binding upon the parties, their successors, assigns, personal representatives, and heirs.
10. Words of one gender used herein shall include the other gender, and words in the singular shall include words in the plural, whenever the sense requires.
11. This agreement may be terminated in the manner provided in Section 15.1-1513 of the Code of Virginia for withdrawal of land from an agricultural, forestal or an agricultural and forestal district.
12. Upon termination of this agreement, the Property shall thereafter be assessed and taxed at its fair market value, regardless of its actual use, unless the County determines otherwise in accordance with applicable law.
13. NOTICE: WHEN THE OPEN SPACE USE OR USES BY WHICH THE PROPERTY QUALIFIED FOR ASSESSMENT AND TAXATION ON THE BASIS OF USE CHANGES TO A NONQUALIFYING USE OR USES, OR WHEN THE ZONING FOR THE PROPERTY CHANGES TO A MORE INTENSIVE USE AT THE REQUEST OF THE GRANTOR, THE PROPERTY, OR SUCH PORTION OF THE PROPERTY WHICH NO LONGER QUALIFIES SHALL BE SUBJECT TO ROLLBACK TAXES IN ACCORDANCE WITH SECTION 58.1-3237 OF THE CODE OF VIRGINIA. THE GRANTOR SHALL BE SUBJECT TO ALL OF THE OBLIGATIONS AND LIABILITIES OF SAID CODES SECTION.


 Landowner

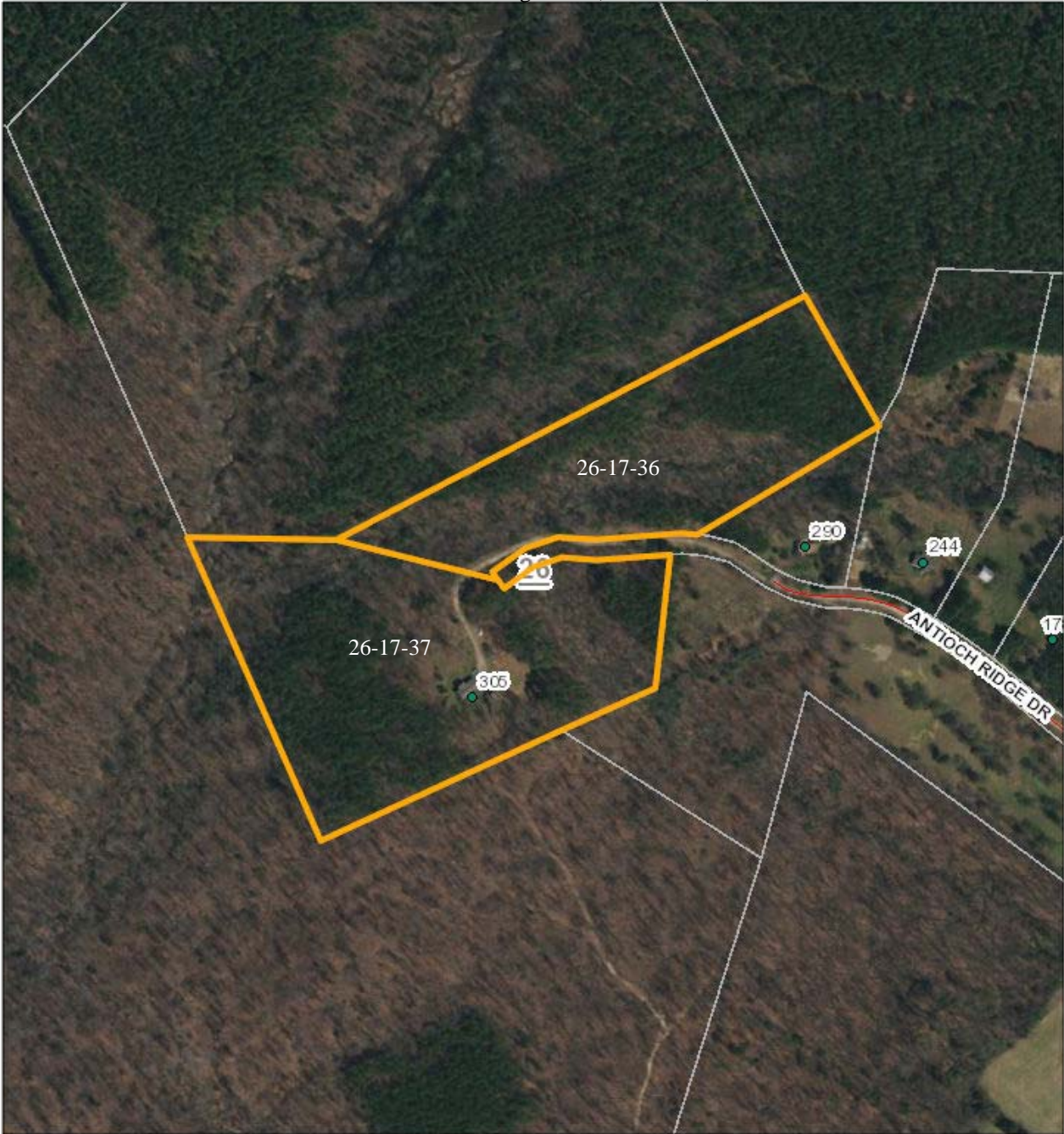

 Landowner

 Co-owner(s)

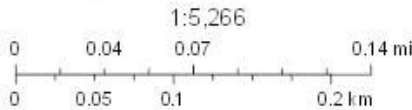
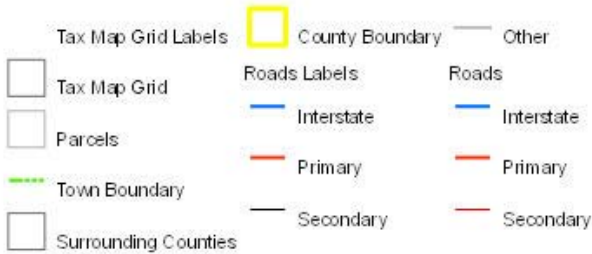
COUNTY OF FLUVANNA, VIRGINIA

By: _____
 County Administrator Date

Fluvanna County, VA WebGIS
Located at 305 Antioch Ridge Drive, Scottsville, VA 24590



October 26, 2020

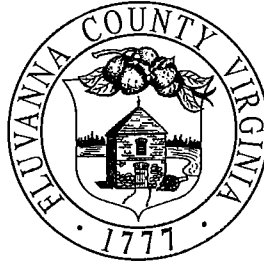


Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community, Virginia Geographic Information Network (VGIN)

**FLUVANNA COUNTY BOARD OF SUPERVISORS
AGENDA ITEM STAFF REPORT**

TAB Z

MEETING DATE:	November 4, 2020				
AGENDA TITLE:	Approval of Open Space Contract for John F. & Patricia A. Martin				
MOTION(s):	I move to approve the open space contract for John F. & Patricia A. Martin for tax map parcel 11-12-4; agreement shall remain in effect for a term of five (5) consecutive years.				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
STAFF CONTACT(S):	Andrew M. Sheridan, Jr., Commissioner of the Revenue				
PRESENTER(S):	Andrew M. Sheridan, Jr., Commissioner of the Revenue				
RECOMMENDATION:	Approval				
TIMING:	Immediate				
DISCUSSION:	This property qualifies for an open space contract with Fluvanna County in accordance with Code Section 58.1-3229 et. seq. of the Virginia State Code.				
FISCAL IMPACT:	None				
POLICY IMPACT:	In accordance with Section 58.1-3229 et. seq. of Virginia State Code.				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	-John F. & Patricia A. Martin's executed open space contract -Map of tax map parcel 11-12-4				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other



CONTRACT FOR OPEN SPACE LAND USE ASSESSMENT

THIS AGREEMENT, made this 25 day of August, 2020, by and between John F. & Patricia A. Martin, party(ies) of the first part, hereinafter called the Grantor, and the COUNTY OF FLUVANNA, a political subdivision of the Commonwealth of Virginia, party of the second part, hereinafter called the County:

WITNESSETH

WHEREAS, the Grantor owns certain real estate, described below, hereinafter called the Property; and

WHEREAS, the County is the local governing body having real estate tax jurisdiction over the Property; and

WHEREAS, the County has determined:

- A. That it is in the public interest that the Property should be provided or preserved for conservation of agricultural and forestal land and of wildlife and
- B. That the property meets the applicable criteria for real estate devoted to open-space use as prescribed in Article 4 (Section 58.1-3229 et. seq.) of Chapter 32 of Title 58.1 of the Code of Virginia, and the standards for classifying such real estate prescribed by the Director of the Virginia Department of Conservation and Recreation; and
- C. That the provisions of this agreement meet the requirements and standards prescribed under section 58.1-3233 of the Code of Virginia for recorded commitments by landowners not to change an open-space use to a non-qualifying use; and

WHEREAS, the Grantor is willing to make a written recorded commitment to preserve and protect the open-space uses of the Property during the term of this agreement in order for the Property to be taxed on the basis of a use assessment, and the Grantor has submitted an application for such taxation to the Commissioner of the Revenue of the County pursuant to Section 58.1-3234 of the Code of Virginia and Section 20-4-2(d) of the Fluvanna County Code; and

WHEREAS, the County is willing to extend the tax for the Property on the basis of a use assessment commencing with the next succeeding tax year and continuing for the term of this agreement, in consideration of the Grantor's commitment to preserve and protect the open-space

uses of the property, and on the condition that the Grantor's application is satisfactory and that all other requirements of Article 4, Chapter 32, Title 58.1 of the Code of Virginia and Section 20-4-2(d) of the Fluvanna County Code are complied with.

NOW, THEREFORE, in consideration of the recital and the mutual benefits, covenants and terms herein contained, the parties hereby **COVENANT** and **AGREE** as follows:

1. This agreement shall apply to all the following described real estate:

Tax Map Parcel: 11-12-4 (14.718 acres)

2. The Grantor agrees that during the term of this agreement:
 - A. There shall be no change in the use or uses of the Property that exist as of the date of this agreement to any use that would not qualify as open-space use. The qualifying use for the Property is conservation of agricultural and forestal land and of wildlife.
 - B. There shall be no display of billboards, signs or other advertisements on the property except to (i) state solely the name of the Grantor and the address of the Property, (ii) advertise the sale or lease of the Property, (iii) advertise the sale of goods or services produced pursuant to the permitted use of the Property, or (iv) provide warnings. No sign shall exceed four feet by four feet.
 - C. There shall be no construction, placement or maintenance of any structure on the Property unless such structure is either:
 - 1) on the Property as of the date of this agreement; or
 - 2) related to and compatible with the open-space uses of the Property which this agreement is intended to protect or provide for.
 - D. There shall be no dumping or storage of trash, garbage, ashes, waste, junk, abandoned property or other unsightly or offensive material on the Property.
 - E. There shall be no filling, excavating, mining, drilling, removal of topsoil, sand, gravel, rock, minerals, or other materials which alters the topography of the Property, except as required in the construction of permissible building structures and features under this agreement.
 - F. There shall be no construction or placement of fences, screens, hedges, walls or other similar barriers which materially obstruct the public view of scenic areas of the Property.
 - G. The Grantor may engage in agricultural, horticultural or silvicultural activities and remove vegetation which constitutes a safety, a health or an

ecological hazard, e.g., vegetation classified as noxious weed pursuant the Code of Virginia (1950), as amended.

- H. There shall be no alteration or manipulation of natural water courses, shores, marshes, swamps, wetlands or other water bodies, nor any activities or uses which adversely affect water quality, level or flow.
 - I. On areas of the Property that are being provided or preserved for conservation of land, floodways or other natural resources, or that are to be left in a relatively natural or undeveloped state, there shall be no operation of dune buggies, all-terrain vehicles, motorcycles, motorbikes, snowmobiles or other motor vehicles, except to the extent necessary to inspect, protect or preserve the area.
 - J. There shall be no industrial or commercial activities, conducted on the property, except for the continuation of agricultural, horticultural or silvicultural activities; or activities that are conducted in a residence or an associated outbuilding such as garage, smokehouse, small shop or similar structure which is permitted on the property.
 - K. There shall be no separation or split-off of lots, pieces or parcels from the property. The Property may be sold or transferred during the term of this agreement only as the same entire parcel that is the subject to this agreement, provided, however, that the Grantor may grant to a public body or bodies open-space, conservation or historic preservation easements which apply to all or part of the Property.
3. This agreement shall be effective upon acceptance by the County, provided, however, that the real estate tax for the Property shall not be extended on the basis of its use value until the next succeeding tax year following timely application by the Grantor for the use assessment and taxation in accordance with Section 20-4-2(d) of the Fluvanna County Code. Thereafter, this agreement shall remain in effect for a terms of five (5) consecutive years.
 4. Nothing contained herein shall be construed as giving to the public a right to enter upon or to use the Property or any portion thereof, except as the Grantor may otherwise allow, consistent with the provisions of this agreement.
 5. The County shall have the right at all reasonable times to enter the Property to determine whether the Grantor is complying with the provisions of this agreement.
 6. Nothing in this agreement shall be construed to create in the public or member thereof a right to maintain a suit for any damages against the Grantor for any violation of this agreement.
 7. Nothing in this agreement shall be construed to permit Grantor to conduct any activity or to build or maintain any improvement which is otherwise prohibited by law.

8. If any provision of this agreement is determined to be invalid by a court of competent jurisdiction, the remainder of the agreement shall not be affected thereby.
9. The provisions of this agreement shall run with the land and be binding upon the parties, their successors, assigns, personal representatives, and heirs.
10. Words of one gender used herein shall include the other gender, and words in the singular shall include words in the plural, whenever the sense requires.
11. This agreement may be terminated in the manner provided in Section 15.1-1513 of the Code of Virginia for withdrawal of land from an agricultural, forestal or an agricultural and forestal district.
12. Upon termination of this agreement, the Property shall thereafter be assessed and taxed at its fair market value, regardless of its actual use, unless the County determines otherwise in accordance with applicable law.
13. NOTICE: WHEN THE OPEN SPACE USE OR USES BY WHICH THE PROPERTY QUALIFIED FOR ASSESSMENT AND TAXATION ON THE BASIS OF USE CHANGES TO A NONQUALIFYING USE OR USES, OR WHEN THE ZONING FOR THE PROPERTY CHANGES TO A MORE INTENSIVE USE AT THE REQUEST OF THE GRANTOR, THE PROPERTY, OR SUCH PORTION OF THE PROPERTY WHICH NO LONGER QUALIFIES SHALL BE SUBJECT TO ROLLBACK TAXES IN ACCORDANCE WITH SECTION 58.1-3237 OF THE CODE OF VIRGINIA. THE GRANTOR SHALL BE SUBJECT TO ALL OF THE OBLIGATIONS AND LIABILITIES OF SAID CODES SECTION.

John F. Martin Sr.
Landowner

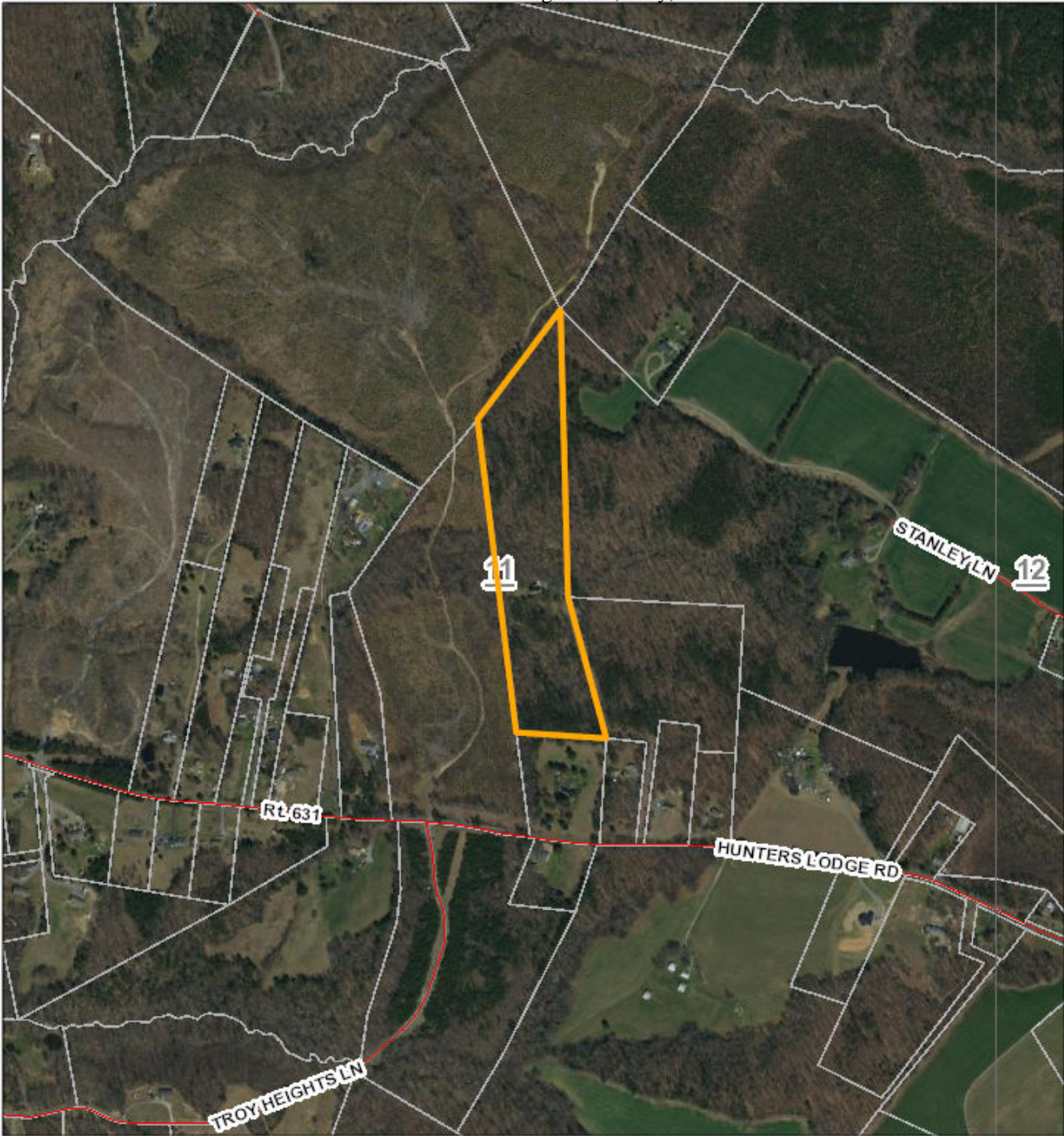
Patricia A. Martin
Landowner

Co-owner(s)

COUNTY OF FLUVANNA, VIRGINIA

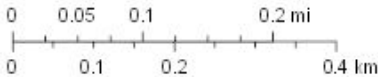
By: _____
County Administrator Date

Fluvanna County, VA WebGIS Parcels - PIN: 11 12 4
Located at 1915 Hunters Lodge Road, Troy, VA 22974



October 26, 2020

1:10,533



- | | | |
|----------------------|-----------------|------------|
| Tax Map Grid Labels | County Boundary | Other |
| Tax Map Grid | Roads Labels | Roads |
| Parcels | Interstate | Interstate |
| Town Boundary | Primary | Primary |
| Surrounding Counties | Secondary | Secondary |

Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community, Virginia Geographic Information Network (VGIN)

**FLUVANNA COUNTY BOARD OF SUPERVISORS
AGENDA ITEM STAFF REPORT**

TAB A

MEETING DATE:	November 4, 2020				
AGENDA TITLE:	Approval of Open Space Contract for John F. Jr. & Amy Lynn Martin				
MOTION(s):	I move to approve the open space contract for John F. Jr. & Amy Lynn Martin for tax map parcel 11-12-3; agreement shall remain in effect for a term of fifteen (15) consecutive years.				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
STAFF CONTACT(S):	Andrew M. Sheridan, Jr., Commissioner of the Revenue				
PRESENTER(S):	Andrew M. Sheridan, Jr., Commissioner of the Revenue				
RECOMMENDATION:	Approval				
TIMING:	Immediate				
DISCUSSION:	This property qualifies for an open space contract with Fluvanna County in accordance with Code Section 58.1-3229 et. seq. of the Virginia State Code.				
FISCAL IMPACT:	None				
POLICY IMPACT:	In accordance with Section 58.1-3229 et. seq. of Virginia State Code.				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	-John F. Jr. & Amy Lynn Martin's executed open space contract -Map of tax map parcel 11-12-3				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other



CONTRACT FOR OPEN SPACE LAND USE ASSESSMENT

THIS AGREEMENT, made this 28th day of September, 2020, by and between John F. Jr. & Amy Lynn Martin, party(ies) of the first part, hereinafter called the Grantor, and the COUNTY OF FLUVANNA, a political subdivision of the Commonwealth of Virginia, party of the second part, hereinafter called the County:

WITNESSETH

WHEREAS, the Grantor owns certain real estate, described below, hereinafter called the Property; and

WHEREAS, the County is the local governing body having real estate tax jurisdiction over the Property; and

WHEREAS, the County has determined:

- A. That it is in the public interest that the Property should be provided or preserved for conservation of agricultural and forestal land and of wildlife and
- B. That the property meets the applicable criteria for real estate devoted to open-space use as prescribed in Article 4 (Section 58.1-3229 et. seq.) of Chapter 32 of Title 58.1 of the Code of Virginia, and the standards for classifying such real estate prescribed by the Director of the Virginia Department of Conservation and Recreation; and
- C. That the provisions of this agreement meet the requirements and standards prescribed under section 58.1-3233 of the Code of Virginia for recorded commitments by landowners not to change an open-space use to a non-qualifying use; and

WHEREAS, the Grantor is willing to make a written recorded commitment to preserve and protect the open-space uses of the Property during the term of this agreement in order for the Property to be taxed on the basis of a use assessment, and the Grantor has submitted an application for such taxation to the Commissioner of the Revenue of the County pursuant to Section 58.1-3234 of the Code of Virginia and Section 20-4-2(d) of the Fluvanna County Code; and

WHEREAS, the County is willing to extend the tax for the Property on the basis of a use assessment commencing with the next succeeding tax year and continuing for the term of this agreement, in consideration of the Grantor's commitment to preserve and protect the open-space uses of the property, and on the condition that the Grantor's application is satisfactory and that all other requirements of Article 4, Chapter 32, Title 58.1 of the Code of Virginia and Section 20-4-2(d) of the Fluvanna County Code are complied with.

NOW, THEREFORE, in consideration of the recital and the mutual benefits, covenants and terms herein contained, the parties hereby **COVENANT** and **AGREE** as follows:

1. This agreement shall apply to all the following described real estate:

Tax Map Parcel: 11-12-3 (10.247 acres)

2. The Grantor agrees that during the term of this agreement:
 - A. There shall be no change in the use or uses of the Property that exist as of the date of this agreement to any use that would not qualify as open-space use. The qualifying use for the Property is conservation of agricultural and forestal land and of wildlife.
 - B. There shall be no display of billboards, signs or other advertisements on the property except to (i) state solely the name of the Grantor and the address of the Property, (ii) advertise the sale or lease of the Property, (iii) advertise the sale of goods or services produced pursuant to the permitted use of the Property, or (iv) provide warnings. No sign shall exceed four feet by four feet.
 - C. There shall be no construction, placement or maintenance of any structure on the Property unless such structure is either:
 - 1) on the Property as of the date of this agreement; or
 - 2) related to and compatible with the open-space uses of the Property which this agreement is intended to protect or provide for.
 - D. There shall be no dumping or storage of trash, garbage, ashes, waste, junk, abandoned property or other unsightly or offensive material on the Property.
 - E. There shall be no filling, excavating, mining, drilling, removal of topsoil, sand, gravel, rock, minerals, or other materials which alters the topography of the Property, except as required in the construction of permissible building structures and features under this agreement.

- F. There shall be no construction or placement of fences, screens, hedges, walls or other similar barriers which materially obstruct the public view of scenic areas of the Property.
 - G. The Grantor may engage in agricultural, horticultural or silvicultural activities and remove vegetation which constitutes a safety, a health or an ecological hazard, e.g., vegetation classified as noxious weed pursuant the Code of Virginia (1950), as amended.
 - H. There shall be no alteration or manipulation of natural water courses, shores, marshes, swamps, wetlands or other water bodies, nor any activities or uses which adversely affect water quality, level or flow.
 - I. On areas of the Property that are being provided or preserved for conservation of land, floodways or other natural resources, or that are to be left in a relatively natural or undeveloped state, there shall be no operation of dune buggies, all-terrain vehicles, motorcycles, motorbikes, snowmobiles or other motor vehicles, except to the extent necessary to inspect, protect or preserve the area.
 - J. There shall be no industrial or commercial activities, conducted on the property, except for the continuation of agricultural, horticultural or silvicultural activities; or activities that are conducted in a residence or an associated outbuilding such as garage, smokehouse, small shop or similar structure which is permitted on the property.
 - K. There shall be no separation or split-off of lots, pieces or parcels from the property. The Property may be sold or transferred during the term of this agreement only as the same entire parcel that is the subject to this agreement, provided, however, that the Grantor may grant to a public body or bodies open-space, conservation or historic preservation easements which apply to all or part of the Property.
3. This agreement shall be effective upon acceptance by the County, provided, however, that the real estate tax for the Property shall not be extended on the basis of its use value until the next succeeding tax year following timely application by the Grantor for the use assessment and taxation in accordance with Section 20-4-2(d) of the Fluvanna County Code. Thereafter, this agreement shall remain in effect for a terms of Fifteen (15) consecutive years.

4. Nothing contained herein shall be construed as giving to the public a right to enter upon or to use the Property or any portion thereof, except as the Grantor may otherwise allow, consistent with the provisions of this agreement.
5. The County shall have the right at all reasonable times to enter the Property to determine whether the Grantor is complying with the provisions of this agreement.
6. Nothing in this agreement shall be construed to create in the public or member thereof a right to maintain a suit for any damages against the Grantor for any violation of this agreement.
7. Nothing in this agreement shall be construed to permit Grantor to conduct any activity or to build or maintain any improvement which is otherwise prohibited by law.
8. If any provision of this agreement is determined to be invalid by a court of competent jurisdiction, the remainder of the agreement shall not be affected thereby.
9. The provisions of this agreement shall run with the land and be binding upon the parties, their successors, assigns, personal representatives, and heirs.
10. Words of one gender used herein shall include the other gender, and words in the singular shall include words in the plural, whenever the sense requires.
11. This agreement may be terminated in the manner provided in Section 15.1-1513 of the Code of Virginia for withdrawal of land from an agricultural, forestal or an agricultural and forestal district.
12. Upon termination of this agreement, the Property shall thereafter be assessed and taxed at its fair market value, regardless of its actual use, unless the County determines otherwise in accordance with applicable law.
13. NOTICE: WHEN THE OPEN SPACE USE OR USES BY WHICH THE PROPERTY QUALIFIED FOR ASSESSMENT AND TAXATION ON THE BASIS OF USE CHANGES TO A NONQUALIFYING USE OR USES, OR WHEN THE ZONING FOR THE PROPERTY CHANGES TO A MORE INTENSIVE USE AT THE REQUEST OF THE GRANTOR, THE PROPERTY, OR SUCH PORTION OF THE PROPERTY WHICH NO LONGER QUALIFIES SHALL BE SUBJECT TO ROLLBACK TAXES IN ACCORDANCE WITH SECTION 58.1-3237 OF THE CODE OF VIRGINIA. THE GRANTOR SHALL BE SUBJECT TO ALL OF THE OBLIGATIONS AND LIABILITIES OF SAID CODES SECTION.

[Signature] (SEAL)
Landowner

Amy E. Martin (SEAL)
Co-owner (s)

STATE OF VIRGINIA
COUNTY OF FLUVANNA, to-wit:
Louisa J.P.

The foregoing instrument was acknowledged before me by

John Martin, Landowner (s)

on this 28 day of Sept, 2020.

My commission expires: 03/31/2021

J.P. Patel

Notary Public

COUNTY OF FLUVANNA, VIRGINIA

By: _____
County Administrator

STATE OF VIRGINIA
COUNTY OF FLUVANNA, to-wit:
Louisa

The foregoing instrument was acknowledged before me by

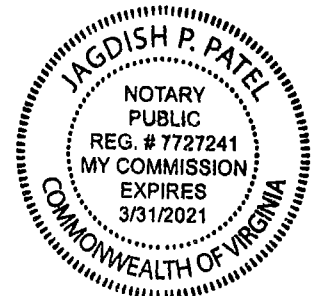
Amy Martin, ^{*Louisa*} ~~Fluvanna County Administrator~~

on this 28 day of Sept, 2020.

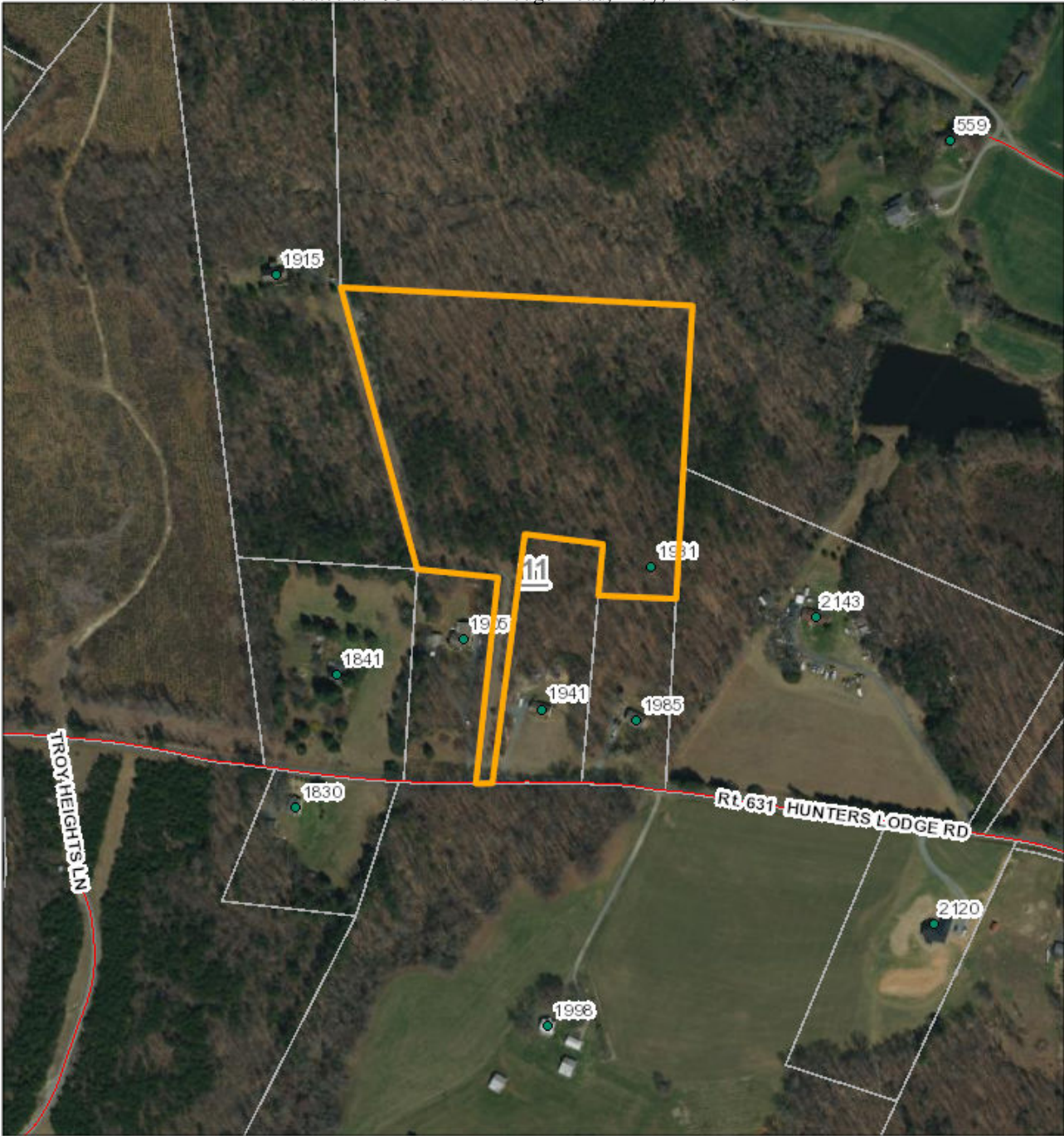
My commission expires: 03/31/2021

J.P. Patel

Notary Public

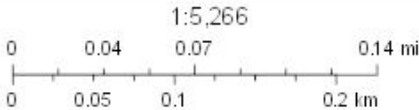


Fluvanna County, VA WebGIS Parcels - PIN: 11 12 3
Located at 1931 Hunters Lodge Road, Troy, VA 22974



October 26, 2020

- | | | |
|----------------------|-----------------|------------|
| Tax Map Grid Labels | County Boundary | Other |
| Tax Map Grid | Roads Labels | Roads |
| Parcels | Interstate | Interstate |
| Town Boundary | Primary | Primary |
| Surrounding Counties | Secondary | Secondary |



Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community, Virginia Geographic Information Network (VGIN)

**FLUVANNA COUNTY BOARD OF SUPERVISORS
AGENDA ITEM STAFF REPORT**

TAB B

MEETING DATE:	November 4, 2020				
AGENDA TITLE:	Approval of Open Space Contract for James F. III & Patricia May				
MOTION(s):	I move to approve the open space contract for James F. III & Patricia May for tax map parcel 41-A-37; agreement shall remain in effect for a term of five (5) consecutive years.				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
STAFF CONTACT(S):	Andrew M. Sheridan, Jr., Commissioner of the Revenue				
PRESENTER(S):	Andrew M. Sheridan, Jr., Commissioner of the Revenue				
RECOMMENDATION:	Approval				
TIMING:	Immediate				
DISCUSSION:	This property qualifies for an open space contract with Fluvanna County in accordance with Code Section 58.1-3229 et. seq. of the Virginia State Code.				
FISCAL IMPACT:	None				
POLICY IMPACT:	In accordance with Section 58.1-3229 et. seq. of Virginia State Code.				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	-James F. III & Patricia May's executed open space contract -Map of tax map parcel 41-A-37				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other



CONTRACT FOR OPEN SPACE LAND USE ASSESSMENT

THIS AGREEMENT, made this 24 day of Aug 2020,
 _____, by and between **James F. III & Patricia May**, party(ies) of the first part,
 hereinafter called the Grantor, and the COUNTY OF FLUVANNA, a political
 subdivision of the Commonwealth of Virginia, party of the second part, hereinafter called
 the County:

WITNESSETH

WHEREAS, the Grantor owns certain real estate, described below, hereinafter
 called the Property; and

WHEREAS, the County is the local governing body having real estate tax
 jurisdiction over the Property; and

WHEREAS, the County has determined:

- A. That it is in the public interest that the Property should be provided or preserved
 for conservation of agricultural and forestal land and of wildlife and
- B. That the property meets the applicable criteria for real estate devoted to open-
 space use as prescribed in Article 4 (Section 58.1-3229 et. seq.) of Chapter 32 of
 Title 58.1 of the Code of Virginia, and the standards for classifying such real
 estate prescribed by the Director of the Virginia Department of Conservation and
 Recreation; and
- C. That the provisions of this agreement meet the requirements and standards
 prescribed under section 58.1-3233 of the Code of Virginia for recorded
 commitments by landowners not to change an open-space use to a non-qualifying
 use; and

WHEREAS, the Grantor is willing to make a written recorded commitment to
 preserve and protect the open-space uses of the Property during the term of this
 agreement in order for the Property to be taxed on the basis of a use assessment, and the
 Grantor has submitted an application for such taxation to the Commissioner of the
 Revenue of the County pursuant to Section 58.1-3234 of the Code of Virginia and
 Section 20-4-2(d) of the Fluvanna County Code; and

WHEREAS, the County is willing to extend the tax for the Property on the basis of a use assessment commencing with the next succeeding tax year and continuing for the term of this agreement, in consideration of the Grantor's commitment to preserve and protect the open-space uses of the property, and on the condition that the Grantor's application is satisfactory and that all other requirements of Article 4, Chapter 32, Title 58.1 of the Code of Virginia and Section 20-4-2(d) of the Fluvanna County Code are complied with.

NOW, THEREFORE, in consideration of the recital and the mutual benefits, covenants and terms herein contained, the parties hereby **COVENANT** and **AGREE** as follows:

1. This agreement shall apply to all the following described real estate:

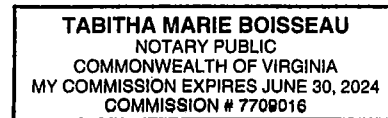
Tax Map Parcel: 41-A-37 (10.486 acres)

2. The Grantor agrees that during the term of this agreement:
 - A. There shall be no change in the use or uses of the Property that exist as of the date of this agreement to any use that would not qualify as open-space use. The qualifying use for the Property is conservation of agricultural and forestal land and of wildlife.
 - B. There shall be no display of billboards, signs or other advertisements on the property except to (i) state solely the name of the Grantor and the address of the Property, (ii) advertise the sale or lease of the Property, (iii) advertise the sale of goods or services produced pursuant to the permitted use of the Property, or (iv) provide warnings. No sign shall exceed four feet by four feet.
 - C. There shall be no construction, placement or maintenance of any structure on the Property unless such structure is either:
 - 1) on the Property as of the date of this agreement; or
 - 2) related to and compatible with the open-space uses of the Property which this agreement is intended to protect or provide for.
 - D. There shall be no dumping or storage of trash, garbage, ashes, waste, junk, abandoned property or other unsightly or offensive material on the Property.
 - E. There shall be no filling, excavating, mining, drilling, removal of topsoil, sand, gravel, rock, minerals, or other materials which alters the topography of the Property, except as required in the construction of permissible building structures and features under this agreement.

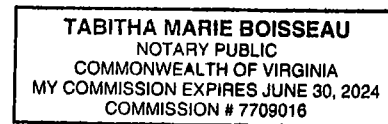
- F. There shall be no construction or placement of fences, screens, hedges, walls or other similar barriers which materially obstruct the public view of scenic areas of the Property.
 - G. The Grantor may engage in agricultural, horticultural or silvicultural activities and remove vegetation which constitutes a safety, a health or an ecological hazard, e.g., vegetation classified as noxious weed pursuant the Code of Virginia (1950), as amended.
 - H. There shall be no alteration or manipulation of natural water courses, shores, marshes, swamps, wetlands or other water bodies, nor any activities or uses which adversely affect water quality, level or flow.
 - I. On areas of the Property that are being provided or preserved for conservation of land, floodways or other natural resources, or that are to be left in a relatively natural or undeveloped state, there shall be no operation of dune buggies, all-terrain vehicles, motorcycles, motorbikes, snowmobiles or other motor vehicles, except to the extent necessary to inspect, protect or preserve the area.
 - J. There shall be no industrial or commercial activities, conducted on the property, except for the continuation of agricultural, horticultural or silvicultural activities; or activities that are conducted in a residence or an associated outbuilding such as garage, smokehouse, small shop or similar structure which is permitted on the property.
 - K. There shall be no separation or split-off of lots, pieces or parcels from the property. The Property may be sold or transferred during the term of this agreement only as the same entire parcel that is the subject to this agreement, provided, however, that the Grantor may grant to a public body or bodies open-space, conservation or historic preservation easements which apply to all or part of the Property.
3. This agreement shall be effective upon acceptance by the County, provided, however, that the real estate tax for the Property shall not be extended on the basis of its use value until the next succeeding tax year following timely application by the Grantor for the use assessment and taxation in accordance with Section 20-4-2(d) of the Fluvanna County Code. Thereafter, this agreement shall remain in effect for a terms of _____ (5) consecutive years.

4. Nothing contained herein shall be construed as giving to the public a right to enter upon or to use the Property or any portion thereof, except as the Grantor may otherwise allow, consistent with the provisions of this agreement.
5. The County shall have the right at all reasonable times to enter the Property to determine whether the Grantor is complying with the provisions of this agreement.
6. Nothing in this agreement shall be construed to create in the public or member thereof a right to maintain a suit for any damages against the Grantor for any violation of this agreement.
7. Nothing in this agreement shall be construed to permit Grantor to conduct any activity or to build or maintain any improvement which is otherwise prohibited by law.
8. If any provision of this agreement is determined to be invalid by a court of competent jurisdiction, the remainder of the agreement shall not be affected thereby.
9. The provisions of this agreement shall run with the land and be binding upon the parties, their successors, assigns, personal representatives, and heirs.
10. Words of one gender used herein shall include the other gender, and words in the singular shall include words in the plural, whenever the sense requires.
11. This agreement may be terminated in the manner provided in Section 15.1-1513 of the Code of Virginia for withdrawal of land from an agricultural, forestal or an agricultural and forestal district.
12. Upon termination of this agreement, the Property shall thereafter be assessed and taxed at its fair market value, regardless of its actual use, unless the County determines otherwise in accordance with applicable law.
13. NOTICE: WHEN THE OPEN SPACE USE OR USES BY WHICH THE PROPERTY QUALIFIED FOR ASSESSMENT AND TAXATION ON THE BASIS OF USE CHANGES TO A NONQUALIFYING USE OR USES, OR WHEN THE ZONING FOR THE PROPERTY CHANGES TO A MORE INTENSIVE USE AT THE REQUEST OF THE GRANTOR, THE PROPERTY, OR SUCH PORTION OF THE PROPERTY WHICH NO LONGER QUALIFIES SHALL BE SUBJECT TO ROLLBACK TAXES IN ACCORDANCE WITH SECTION 58.1-3237 OF THE CODE OF VIRGINIA. THE GRANTOR SHALL BE SUBJECT TO ALL OF THE OBLIGATIONS AND LIABILITIES OF SAID CODES SECTION.

James F May III (SEAL)
Landowner



Patricia H. May (SEAL)
Co-owner (s)



**STATE OF VIRGINIA
COUNTY OF FLUVANNA, to-wit:**

The foregoing instrument was acknowledged before me by

James F May III and Patricia H May, ~~Landowner(s)~~

on this _____ day of _____, _____.

My commission expires: _____

Notary Public

COUNTY OF FLUVANNA, VIRGINIA

By: _____
County Administrator

**STATE OF VIRGINIA
COUNTY OF FLUVANNA, to-wit:**

The foregoing instrument was acknowledged before me by

James F May III and Patricia H May, ~~Fluvanna County Administrator~~

on this 24 day of August, 2020.

My commission expires: June 30, 2024

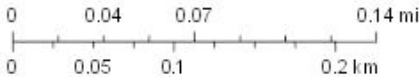
Tabitha Marie Boisseau
Notary Public

Fluvanna County, VA WebGIS Parcels - PIN: 41 A 37
Located along Williams Creek in Palmyra



October 26, 2020

1:5,266

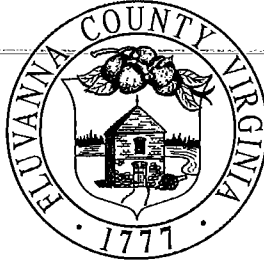


Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community, Virginia Geographic Information Network (VGIN)

**FLUVANNA COUNTY BOARD OF SUPERVISORS
AGENDA ITEM STAFF REPORT**

TAB C

MEETING DATE:	November 4, 2020				
AGENDA TITLE:	Approval of Open Space Contract for Lonnie E. & Dena B. Poore				
MOTION(s):	I move to approve the open space contract for Lonnie E. & Dena B. Poore for tax map parcel 60-A-17D; agreement shall remain in effect for a term of five (5) consecutive years.				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
STAFF CONTACT(S):	Andrew M. Sheridan, Jr., Commissioner of the Revenue				
PRESENTER(S):	Andrew M. Sheridan, Jr., Commissioner of the Revenue				
RECOMMENDATION:	Approval				
TIMING:	Immediate				
DISCUSSION:	This property qualifies for an open space contract with Fluvanna County in accordance with Code Section 58.1-3229 et. seq. of the Virginia State Code.				
FISCAL IMPACT:	None				
POLICY IMPACT:	In accordance with Section 58.1-3229 et. seq. of Virginia State Code.				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	-Lonnie E. & Dena B. Poore's executed open space contract -Map of tax map parcel 60-A-17D				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other



CONTRACT FOR OPEN SPACE LAND USE ASSESSMENT

THIS AGREEMENT, made this 1st day of October, 2020, by and between Lonnie E. & Dena B. Poore, party(ies) of the first part, hereinafter called the Grantor, and the COUNTY OF FLUVANNA, a political subdivision of the Commonwealth of Virginia, party of the second part, hereinafter called the County:

WITNESSETH

WHEREAS, the Grantor owns certain real estate, described below, hereinafter called the Property; and

WHEREAS, the County is the local governing body having real estate tax jurisdiction over the Property; and

WHEREAS, the County has determined:

- A. That it is in the public interest that the Property should be provided or preserved for conservation of agricultural and forestal land and of wildlife and
- B. That the property meets the applicable criteria for real estate devoted to open-space use as prescribed in Article 4 (Section 58.1-3229 et. seq.) of Chapter 32 of Title 58.1 of the Code of Virginia, and the standards for classifying such real estate prescribed by the Director of the Virginia Department of Conservation and Recreation; and
- C. That the provisions of this agreement meet the requirements and standards prescribed under section 58.1-3233 of the Code of Virginia for recorded commitments by landowners not to change an open-space use to a non-qualifying use; and

WHEREAS, the Grantor is willing to make a written recorded commitment to preserve and protect the open-space uses of the Property during the term of this agreement in order for the Property to be taxed on the basis of a use assessment, and the Grantor has submitted an application for such taxation to the Commissioner of the Revenue of the County pursuant to Section 58.1-3234 of the Code of Virginia and Section 20-4-2(d) of the Fluvanna County Code; and

WHEREAS, the County is willing to extend the tax for the Property on the basis of a use assessment commencing with the next succeeding tax year and continuing for the term of this agreement, in consideration of the Grantor's commitment to preserve and protect the open-space

uses of the property, and on the condition that the Grantor's application is satisfactory and that all other requirements of Article 4, Chapter 32, Title 58.1 of the Code of Virginia and Section 20-4-2(d) of the Fluvanna County Code are complied with.

NOW, THEREFORE, in consideration of the recital and the mutual benefits, covenants and terms herein contained, the parties hereby **COVENANT** and **AGREE** as follows:

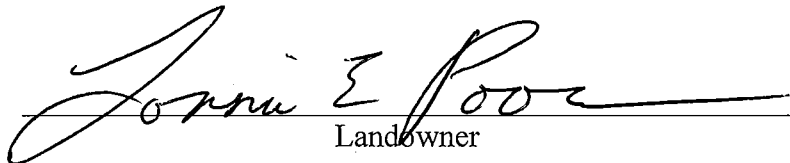
1. This agreement shall apply to all the following described real estate:

Tax Map Parcel: 60-A-17D (15.032 acres)

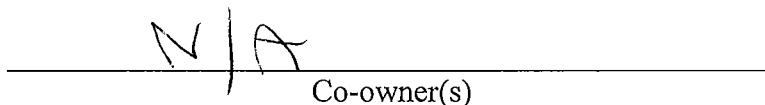
2. The Grantor agrees that during the term of this agreement:
 - A. There shall be no change in the use or uses of the Property that exist as of the date of this agreement to any use that would not qualify as open-space use. The qualifying use for the Property is conservation of agricultural and forestal land and of wildlife.
 - B. There shall be no display of billboards, signs or other advertisements on the property except to (i) state solely the name of the Grantor and the address of the Property, (ii) advertise the sale or lease of the Property, (iii) advertise the sale of goods or services produced pursuant to the permitted use of the Property, or (iv) provide warnings. No sign shall exceed four feet by four feet.
 - C. There shall be no construction, placement or maintenance of any structure on the Property unless such structure is either:
 - 1) on the Property as of the date of this agreement; or
 - 2) related to and compatible with the open-space uses of the Property which this agreement is intended to protect or provide for.
 - D. There shall be no dumping or storage of trash, garbage, ashes, waste, junk, abandoned property or other unsightly or offensive material on the Property.
 - E. There shall be no filling, excavating, mining, drilling, removal of topsoil, sand, gravel, rock, minerals, or other materials which alters the topography of the Property, except as required in the construction of permissible building structures and features under this agreement.
 - F. There shall be no construction or placement of fences, screens, hedges, walls or other similar barriers which materially obstruct the public view of scenic areas of the Property.
 - G. The Grantor may engage in agricultural, horticultural or silvicultural activities and remove vegetation which constitutes a safety, a health or an ecological hazard, e.g., vegetation classified as noxious weed pursuant the Code of Virginia (1950), as amended.

- H. There shall be no alteration or manipulation of natural water courses, shores, marshes, swamps, wetlands or other water bodies, nor any activities or uses which adversely affect water quality, level or flow.
 - I. On areas of the Property that are being provided or preserved for conservation of land, floodways or other natural resources, or that are to be left in a relatively natural or undeveloped state, there shall be no operation of dune buggies, all-terrain vehicles, motorcycles, motorbikes, snowmobiles or other motor vehicles, except to the extent necessary to inspect, protect or preserve the area.
 - J. There shall be no industrial or commercial activities, conducted on the property, except for the continuation of agricultural, horticultural or silvicultural activities; or activities that are conducted in a residence or an associated outbuilding such as garage, smokehouse, small shop or similar structure which is permitted on the property.
 - K. There shall be no separation or split-off of lots, pieces or parcels from the property. The Property may be sold or transferred during the term of this agreement only as the same entire parcel that is the subject to this agreement, provided, however, that the Grantor may grant to a public body or bodies open-space, conservation or historic preservation easements which apply to all or part of the Property.
- 3. This agreement shall be effective upon acceptance by the County, provided, however, that the real estate tax for the Property shall not be extended on the basis of its use value until the next succeeding tax year following timely application by the Grantor for the use assessment and taxation in accordance with Section 20-4-2(d) of the Fluvanna County Code. Thereafter, this agreement shall remain in effect for a terms of Five (5) consecutive years.
 - 4. Nothing contained herein shall be construed as giving to the public a right to enter upon or to use the Property or any portion thereof, except as the Grantor may otherwise allow, consistent with the provisions of this agreement.
 - 5. The County shall have the right at all reasonable times to enter the Property to determine whether the Grantor is complying with the provisions of this agreement.
 - 6. Nothing in this agreement shall be construed to create in the public or member thereof a right to maintain a suit for any damages against the Grantor for any violation of this agreement.
 - 7. Nothing in this agreement shall be construed to permit Grantor to conduct any activity or to build or maintain any improvement which is otherwise prohibited by law.

8. If any provision of this agreement is determined to be invalid by a court of competent jurisdiction, the remainder of the agreement shall not be affected thereby.
9. The provisions of this agreement shall run with the land and be binding upon the parties, their successors, assigns, personal representatives, and heirs.
10. Words of one gender used herein shall include the other gender, and words in the singular shall include words in the plural, whenever the sense requires.
11. This agreement may be terminated in the manner provided in Section 15.1-1513 of the Code of Virginia for withdrawal of land from an agricultural, forestal or an agricultural and forestal district.
12. Upon termination of this agreement, the Property shall thereafter be assessed and taxed at its fair market value, regardless of its actual use, unless the County determines otherwise in accordance with applicable law.
13. NOTICE: WHEN THE OPEN SPACE USE OR USES BY WHICH THE PROPERTY QUALIFIED FOR ASSESSMENT AND TAXATION ON THE BASIS OF USE CHANGES TO A NONQUALIFYING USE OR USES, OR WHEN THE ZONING FOR THE PROPERTY CHANGES TO A MORE INTENSIVE USE AT THE REQUEST OF THE GRANTOR, THE PROPERTY, OR SUCH PORTION OF THE PROPERTY WHICH NO LONGER QUALIFIES SHALL BE SUBJECT TO ROLLBACK TAXES IN ACCORDANCE WITH SECTION 58.1-3237 OF THE CODE OF VIRGINIA. THE GRANTOR SHALL BE SUBJECT TO ALL OF THE OBLIGATIONS AND LIABILITIES OF SAID CODES SECTION.


Landowner


Landowner


Co-owner(s)

COUNTY OF FLUVANNA, VIRGINIA

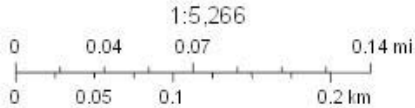
By: _____
County Administrator Date

Fluvanna County, VA WebGIS Parcels - PIN: 60 A 17D
Located at 3736 BreMo Road, BreMo Bluff, VA 23022



October 26, 2020

Tax Map Grid Labels	County Boundary	Other
Tax Map Grid	Roads Labels	Roads
Parcels	Interstate	Interstate
Town Boundary	Primary	Primary
Surrounding Counties	Secondary	Secondary



Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community, Virginia Geographic Information Network (VGIN)

**FLUVANNA COUNTY BOARD OF SUPERVISORS
AGENDA ITEM STAFF REPORT**

TAB D

MEETING DATE:	November 4, 2020				
AGENDA TITLE:	Approval of Open Space Contract for Sandra N. & Bobby Mason Taylor				
MOTION(s):	I move to approve the open space contract for Sandra N. & Bobby Mason Taylor for tax map parcel 11-A-49; agreement shall remain in effect for a term of five (5) consecutive years.				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
STAFF CONTACT(S):	Andrew M. Sheridan, Jr., Commissioner of the Revenue				
PRESENTER(S):	Andrew M. Sheridan, Jr., Commissioner of the Revenue				
RECOMMENDATION:	Approval				
TIMING:	Immediate				
DISCUSSION:	This property qualifies for an open space contract with Fluvanna County in accordance with Code Section 58.1-3229 et. seq. of the Virginia State Code.				
FISCAL IMPACT:	None				
POLICY IMPACT:	In accordance with Section 58.1-3229 et. seq. of Virginia State Code.				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	-Sandra N. & Bobby Mason Taylor's executed open space contract -Map of tax map parcel 11-A-49				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other



CONTRACT FOR OPEN SPACE LAND USE ASSESSMENT

THIS AGREEMENT, made this 3rd day of Sept., 2020, by and between Sandra N. & Bobby Mason Taylor, party(ies) of the first part, hereinafter called the Grantor, and the COUNTY OF FLUVANNA, a political subdivision of the Commonwealth of Virginia, party of the second part, hereinafter called the County:

WITNESSETH

WHEREAS, the Grantor owns certain real estate, described below, hereinafter called the Property; and

WHEREAS, the County is the local governing body having real estate tax jurisdiction over the Property; and

WHEREAS, the County has determined:

- A. That it is in the public interest that the Property should be provided or preserved for conservation of agricultural and forestal land and of wildlife and
- B. That the property meets the applicable criteria for real estate devoted to open-space use as prescribed in Article 4 (Section 58.1-3229 et. seq.) of Chapter 32 of Title 58.1 of the Code of Virginia, and the standards for classifying such real estate prescribed by the Director of the Virginia Department of Conservation and Recreation; and
- C. That the provisions of this agreement meet the requirements and standards prescribed under section 58.1-3233 of the Code of Virginia for recorded commitments by landowners not to change an open-space use to a non-qualifying use; and

WHEREAS, the Grantor is willing to make a written recorded commitment to preserve and protect the open-space uses of the Property during the term of this agreement in order for the Property to be taxed on the basis of a use assessment, and the Grantor has submitted an application for such taxation to the Commissioner of the Revenue of the County pursuant to Section 58.1-3234 of the Code of Virginia and Section 20-4-2(d) of the Fluvanna County Code; and

WHEREAS, the County is willing to extend the tax for the Property on the basis of a use assessment commencing with the next succeeding tax year and continuing for the term of this agreement, in consideration of the Grantor's commitment to preserve and protect the open-space uses of the property, and on the condition that the Grantor's application is satisfactory and that all other requirements of Article 4, Chapter 32, Title 58.1 of the Code of Virginia and Section 20-4-2(d) of the Fluvanna County Code are complied with.

NOW, THEREFORE, in consideration of the recital and the mutual benefits, covenants and terms herein contained, the parties hereby **COVENANT** and **AGREE** as follows:

1. This agreement shall apply to all the following described real estate:

Tax Map Parcel: 11-A-49 (19.98 acres)

2. The Grantor agrees that during the term of this agreement:

- A. There shall be no change in the use or uses of the Property that exist as of the date of this agreement to any use that would not qualify as open-space use. The qualifying use for the Property is conservation of agricultural and forestal land and of wildlife.
- B. There shall be no display of billboards, signs or other advertisements on the property except to (i) state solely the name of the Grantor and the address of the Property, (ii) advertise the sale or lease of the Property, (iii) advertise the sale of goods or services produced pursuant to the permitted use of the Property, or (iv) provide warnings. No sign shall exceed four feet by four feet.
- C. There shall be no construction, placement or maintenance of any structure on the Property unless such structure is either:
 - 1) on the Property as of the date of this agreement; or
 - 2) related to and compatible with the open-space uses of the Property which this agreement is intended to protect or provide for.
- D. There shall be no dumping or storage of trash, garbage, ashes, waste, junk, abandoned property or other unsightly or offensive material on the Property.
- E. There shall be no filling, excavating, mining, drilling, removal of topsoil, sand, gravel, rock, minerals, or other materials which alters the topography of the Property, except as required in the construction of permissible building structures and features under this agreement.

- F. There shall be no construction or placement of fences, screens, hedges, walls or other similar barriers which materially obstruct the public view of scenic areas of the Property.
 - G. The Grantor may engage in agricultural, horticultural or silvicultural activities and remove vegetation which constitutes a safety, a health or an ecological hazard, e.g., vegetation classified as noxious weed pursuant the Code of Virginia (1950), as amended.
 - H. There shall be no alteration or manipulation of natural water courses, shores, marshes, swamps, wetlands or other water bodies, nor any activities or uses which adversely affect water quality, level or flow.
 - I. On areas of the Property that are being provided or preserved for conservation of land, floodways or other natural resources, or that are to be left in a relatively natural or undeveloped state, there shall be no operation of dune buggies, all-terrain vehicles, motorcycles, motorbikes, snowmobiles or other motor vehicles, except to the extent necessary to inspect, protect or preserve the area.
 - J. There shall be no industrial or commercial activities, conducted on the property, except for the continuation of agricultural, horticultural or silvicultural activities; or activities that are conducted in a residence or an associated outbuilding such as garage, smokehouse, small shop or similar structure which is permitted on the property.
 - K. There shall be no separation or split-off of lots, pieces or parcels from the property. The Property may be sold or transferred during the term of this agreement only as the same entire parcel that is the subject to this agreement, provided, however, that the Grantor may grant to a public body or bodies open-space, conservation or historic preservation easements which apply to all or part of the Property.
3. This agreement shall be effective upon acceptance by the County, provided, however, that the real estate tax for the Property shall not be extended on the basis of its use value until the next succeeding tax year following timely application by the Grantor for the use assessment and taxation in accordance with Section 20-4-2(d) of the Fluvanna County Code. Thereafter, this agreement shall remain in effect for a terms of five (5) consecutive years.

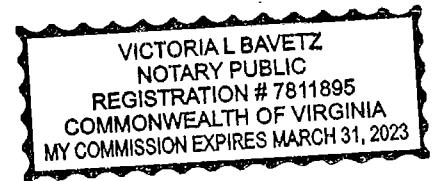
4. Nothing contained herein shall be construed as giving to the public a right to enter upon or to use the Property or any portion thereof, except as the Grantor may otherwise allow, consistent with the provisions of this agreement.
5. The County shall have the right at all reasonable times to enter the Property to determine whether the Grantor is complying with the provisions of this agreement.
6. Nothing in this agreement shall be construed to create in the public or member thereof a right to maintain a suit for any damages against the Grantor for any violation of this agreement.
7. Nothing in this agreement shall be construed to permit Grantor to conduct any activity or to build or maintain any improvement which is otherwise prohibited by law.
8. If any provision of this agreement is determined to be invalid by a court of competent jurisdiction, the remainder of the agreement shall not be affected thereby.
9. The provisions of this agreement shall run with the land and be binding upon the parties, their successors, assigns, personal representatives, and heirs.
10. Words of one gender used herein shall include the other gender, and words in the singular shall include words in the plural, whenever the sense requires.
11. This agreement may be terminated in the manner provided in Section 15.1-1513 of the Code of Virginia for withdrawal of land from an agricultural, forestal or an agricultural and forestal district.
12. Upon termination of this agreement, the Property shall thereafter be assessed and taxed at its fair market value, regardless of its actual use, unless the County determines otherwise in accordance with applicable law.
13. NOTICE: WHEN THE OPEN SPACE USE OR USES BY WHICH THE PROPERTY QUALIFIED FOR ASSESSMENT AND TAXATION ON THE BASIS OF USE CHANGES TO A NONQUALIFYING USE OR USES, OR WHEN THE ZONING FOR THE PROPERTY CHANGES TO A MORE INTENSIVE USE AT THE REQUEST OF THE GRANTOR, THE PROPERTY, OR SUCH PORTION OF THE PROPERTY WHICH NO LONGER QUALIFIES SHALL BE SUBJECT TO ROLLBACK TAXES IN ACCORDANCE WITH SECTION 58.1-3237 OF THE CODE OF VIRGINIA. THE GRANTOR SHALL BE SUBJECT TO ALL OF THE OBLIGATIONS AND LIABILITIES OF SAID CODES SECTION.

Sandra N. Taylor (SEAL)
Landowner

Bobby M Taylor (SEAL)
Co-owner (s)

STATE OF VIRGINIA
COUNTY OF ~~FLUVANNA~~, to-wit: COUNTY OF LOUISA

The foregoing instrument was acknowledged before me by
Sandra Taylor Bobby Taylor, Landowner (s)
on this 3 day of September, 2020.



My commission expires: 03/31/2023

Victoria L. Bavetz
Notary Public

COUNTY OF FLUVANNA, VIRGINIA

By: _____
County Administrator

STATE OF VIRGINIA
COUNTY OF FLUVANNA, to-wit:

The foregoing instrument was acknowledged before me by
_____, Fluvanna County Administrator

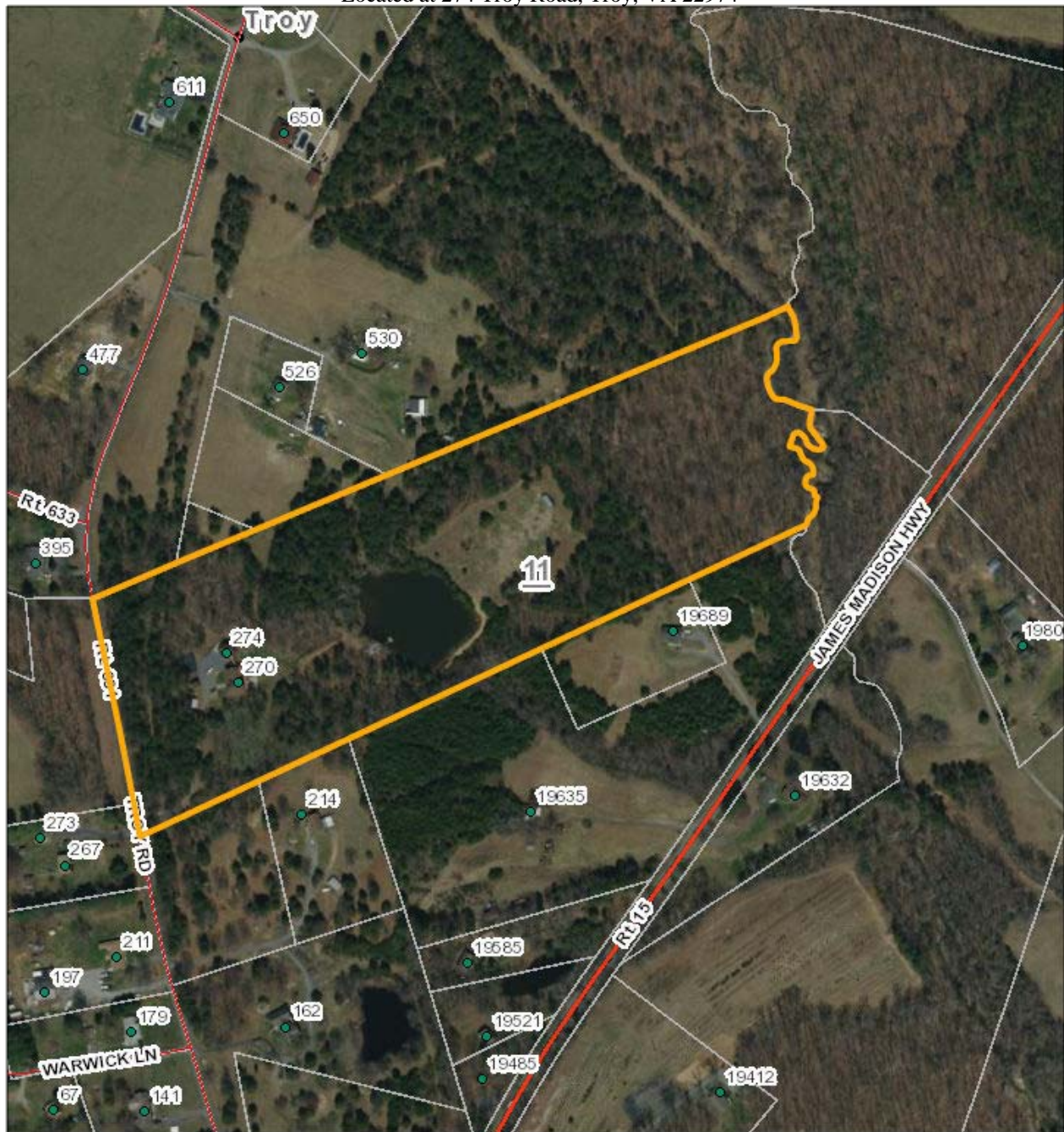
on this _____ day of _____, _____.

My commission expires: _____

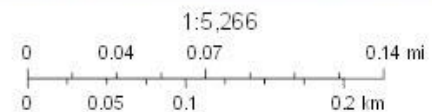
Notary Public

Fluvanna County, VA WebGIS Parcels - PIN: 11 A 49

Located at 274 Troy Road, Troy, VA 22974



October 26, 2020



Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community, Virginia Geographic Information Network (VGIN)

FLUVANNA COUNTY BOARD OF SUPERVISORS
AGENDA ITEM STAFF REPORT

TAB E

MEETING DATE:	November 4, 2020				
AGENDA TITLE:	Shepherds Agricultural/Forestal District Review and Renewal				
MOTION(s):	I move to renew the Shepherds Agricultural/Forestal District, which consists of 14 parcels totaling 706.531 acres, for an additional 10 year period, expiring on November 15, 2030.				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				X	
STAFF CONTACT(S):	Jason Overstreet, Planner GIS Tech				
PRESENTER(S):	Jason Overstreet, Planner GIS Tech				
RECOMMENDATION:	Approval				
TIMING:	Immediate decision requested				
DISCUSSION:	Request to renew the Shepherds Agricultural/Forestal District for an additional ten (10) year period. Section 15.2-4311 of the Code of Virginia states if the local governing body determines that a review is necessary, it shall ask for the recommendations of the local advisory committee and the planning commission in order to determine whether to terminate, modify or continue the district. If the local governing body determines that a review is unnecessary, it shall set the year in which the next review shall occur.				
FISCAL IMPACT:	N/A				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	<p>The Board of Supervisors approved the creation of the Shepherds Agricultural/Forestal District on November 15, 2000.</p> <p>The Board of Supervisors approved the renewal of the Shepherds Agricultural/Forestal District on October 6, 2010.</p> <p>The district will expire on November 15, 2020 and is currently up for renewal for an additional ten (10) year period.</p>				
ENCLOSURES:	Memo with resolution				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
					X

Memo

To: Fluvanna County Board of Supervisors

From: Jason Overstreet, Planner GIS Tech

Date: November 4, 2020

Re: Shepherds Agricultural/Forestal District Review and Renewal

In accordance with Section 15.2-4311 of the Code of Virginia, the Planning Department contacted the current property owners of parcels identified in the above referenced agricultural and forestal district and advised them that the approved district would expire on November 15, 2020. This letter also advised the property owners that if the Planning Department did not receive a response, it would be determined that the property owner desired their property to remain in the existing district.

There are fourteen (14) parcels that comprise the Shepherds Agricultural/Forestal District. No responses were received from any of the parcel owners indicating the desire to withdraw. Therefore, it is the recommendation of the Planning Department that the Board of Supervisors renew the Shepherds Agricultural/Forestal District for an additional ten (10) year period.

The Shepherds District will consist of the following property owners and tax parcels after renewal:

OWNER'S NAME	TAX MAP PARCEL #	ACREAGE	RECEIVED FORM
BRYAN, ROBERT F & MURDOCK, DEBORAH	23 A 45B	27.315	
CLARK, ELIZABETH W	23 A 13	22.532	
JOHNSON, STEPHEN E & SHEA, BRIGID M	23 A 7	7.552	
MURDOCK, LYDIA DALE	23 9 4	26.000	
MURDOCK, ANGUS A & PARKER, KRISTEN	23 9 3	26.000	
MURDOCK, ROBERT & WAKEFIELD, ALICE	23 A 17	19.399	x
PARRISH, ANNE-MARIE & LEYSHON, RANDY	23 A 50	160.186	
STINCHFIELD, LEE T	23 A 46	180.727	x
WEISENBURGER, WILLIAM D JR & TERESA	14 A 11	19.394	
WEISENBURGER, WILLIAM D JR & TERESA	14 A 10	4.460	
WEISENBURGER, WILLIAM D JR & TERESA	23 A 51	119.844	
WEISENBURGER, WILLIAM D JR & TERESA	23 A 5	5.453	
WEISENBURGER, WILLIAM D JR & TERESA	23 12 A	55.880	
WEISENBURGER, WILLIAM D JR & TERESA	23 A 45A	31.793	
TOTAL		706.531	

The 2015 Comprehensive Plan designates this area of Fluvanna County as within the Rural Preservation Planning Area.

Please be advised that Section 15.2-4311 of the Code of Virginia states in part that “*the local governing body may complete a review of any district created under this section. If the local governing body determines that a review is necessary, it shall ask for the recommendations of the local advisory committee and the planning commission in order to determine whether to terminate, modify or continue the district.*” It further states “*if the local governing body determines that a review is unnecessary, it shall set the year in which the next review shall occur.*” This is interpreted to mean that the Board of Supervisors has the authority to discuss the disposition and renew the qualifying districts without the recommendation of the advisory committee and the planning commission; however, if the Board feels that a review is necessary, the normal process, inclusive of a public hearing, shall be required.

If you have any questions or comments regarding this information, please contact me at (434) 591-1910 x 1023, or at joverstreet@fluvannacounty.org.

Attachments:

- A. Resolution renewing AFD for an additional ten (10) year period



BOARD OF SUPERVISORS

County of Fluvanna
Palmyra, Virginia

RESOLUTION No. 30-2020

A RESOLUTION TO AUTHORIZE RENEWAL OF THE SHEPHERDS AGRICULTURAL/FORESTAL DISTRICT FOR AN ADDITIONAL TEN-YEAR PERIOD TO EXPIRE NOVEMBER 15, 2030

At a regular meeting of the Board of Supervisors of the County of Fluvanna held in the Fluvanna County Library at 4:00 p.m. on the 4th day of November 2020, at which the following members were present, the following resolution was adopted by a majority of all members of the Board of Supervisors, the vote being recorded in the minutes of the meeting as shown below:

WHEREAS, the Fluvanna County Board of Supervisors approved the creation of the Shepherds Agricultural/Forestal District on November 15, 2000 for a ten-year period; and

WHEREAS, the Fluvanna County Board of Supervisors approved the renewal of the Shepherds Agricultural/Forestal District on October 6, 2010; and

WHEREAS, the district will expire on November 15, 2020; and

WHEREAS, in accordance with Section 15.2-4311 of the Code of Virginia, the Fluvanna County Planning & Community Development Department contacted the current property owners of parcels identified in the Shepherds Agricultural/Forestal District and advised them that the approved district would expire on November 15, 2020 and inquired whether the owners desired that the property remain in or be removed from the district.

NOW, THEREFORE BE IT RESOLVED on this 4th day of November 2020 that the Fluvanna County Board of Supervisors hereby renews the Shepherds Agricultural/Forestal District for an additional ten-year period to expire on November 15, 2030.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by the Fluvanna County Board of Supervisors at the regular meeting of the Board held on the 4th day of November, 2020;

	AYE	NAY	ABSTAIN	ABSENT	MOTION	SECOND
Mozell H. Booker, Fork Union District						
Patricia B. Eager, Palmyra District						
Anthony P. O'Brien, Rivanna District						
John M. Sheridan, Columbia District						
Donald W. Weaver, Cunningham District						

Attest:

John M. Sheridan, Chair
Fluvanna County Board of Supervisors



BOARD OF SUPERVISORS

County of Fluvanna
Palmyra, Virginia

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	AYE	NAY	ABSTAIN	ABSENT	MOTION	SECOND
Mozell H. Booker, Fork Union District						
Patricia B. Eager, Palmyra District						
Anthony P. O'Brien, Rivanna District						
John M. Sheridan, Columbia District						
Donald W. Weaver, Cunningham District						

Attest:

John M. Sheridan, Chair
Fluvanna County Board of Supervisors

**FLUVANNA COUNTY BOARD OF SUPERVISORS
AGENDA ITEM STAFF REPORT**

TAB F

Meeting Date:	November 4, 2020					
AGENDA TITLE:	FY21 Social Service Additional Revenue - Fostering Futures					
MOTION(s):	I move the Board of Supervisors approve the supplemental appropriation of \$10,713 from State/Federal funds and increase the bottom line FY21 Social Services budget by that amount.					
TIED TO STRATEGIC INITIATIVES?	Yes X	No	If yes, list initiative(s):		E1	
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other	
				X		
STAFF CONTACT(S):	Kim Mabe, Social Services Director					
PRESENTER(S):	Kim Mabe, Social Services Director					
RECOMMENDATION:	I recommend approval of the following action.					
TIMING:	Routine.					
DISCUSSION:	<ul style="list-style-type: none"> • Social Services' need for <i>Fostering Futures</i> funding increased. • <i>Fostering Futures</i> is mandated for eligible youth, therefore the State must allocate additional funds if needed by a local Social Services. • <i>Fostering Futures</i> funding is 56.2% federal, 43.8% state funds with no local match. • Increasing the bottom line budget will true up the Social Services FY21 budget. 					
FISCAL IMPACT:	Increase Account 10554000 405708 FOSTERING FUTURES by \$10,713. Increase Total Budget by \$10,713.					
POLICY IMPACT:	N/A					
LEGISLATIVE HISTORY:	N/A					
ENCLOSURES:	None.					
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other	
		X				

**FLUVANNA COUNTY BOARD OF SUPERVISORS
AGENDA ITEM STAFF REPORT**

TAB G

Meeting Date:	November 4, 2020				
AGENDA TITLE:	FY21 Social Service Additional Revenue - Overtime				
MOTION(s):	I move the Board of Supervisors approve the supplemental appropriation of \$5,207 from State/Federal funds and increase the bottom line FY21 Social Services budget by that amount.				
TIED TO STRATEGIC INITIATIVES?	Yes X	No	If yes, list initiative(s):	E1	
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda X	Other
STAFF CONTACT(S):	Kim Mabe, Social Services Director				
PRESENTER(S):	Kim Mabe, Social Services Director				
RECOMMENDATION:	I recommend approval of the following action.				
TIMING:	Routine.				
DISCUSSION:	<ul style="list-style-type: none"> • \$6,162 was allocated by the State for overtime to address the increased Benefits workload due to COVID-19. • This funding is 50% federal, 34.5% state and requires a 15.5% local match. • The State/Federal match is \$5,207. • Funds for the local match (\$955) are not being requested but will be taken from the existing FY21 Social Services budget. • Increasing the bottom line budget will true up the Social Services FY21 budget. 				
FISCAL IMPACT:	Increase Account 10553000 401310 OVERTIME PAY by \$5,207. Increase Total Budget by \$5,207.				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	None.				
REVIEWS COMPLETED:	Legal	Finance X	Purchasing	HR	Other

**FLUVANNA COUNTY BOARD OF SUPERVISORS
AGENDA ITEM STAFF REPORT**

TAB H

MEETING DATE:	November 4, 2020				
AGENDA TITLE:	Local Allocations for Federal CARES Coronavirus Relief Funds				
MOTION(s):	N/A				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
					X
STAFF CONTACT(S):	Eric Dahl, County Administrator				
PRESENTER(S):	Eric Dahl, County Administrator				
RECOMMENDATION:	N/A				
TIMING:	N/A				
DISCUSSION:	<ul style="list-style-type: none"> • Congress passed and the President recently signed the Coronavirus Aid, Relief, and Economic Security (CARES) Act of 2020. • This Act provides funding for a number of different programs to address the COVID-19 pandemic. • A primary component of the CARES Act is \$150 billion in assistance to state, local, territorial, and tribal governments for the direct impact of the COVID-19 pandemic through the establishment of the Coronavirus Relief Fund (CRF). <p>These funds may be used for qualifying expenses of state and local governments. The CARES Act provides that payments from the CRF only may be used to cover costs that:</p> <ol style="list-style-type: none"> 1. are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19); 2. were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government; and 3. were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020. <ul style="list-style-type: none"> • Each locality's allocation will be based on the proportion that the locality's population represents of the statewide total population. • Fluvanna County's allocation is <u>\$4,758,404</u> 				

	<p><u>Nonexclusive examples of eligible expenditures</u></p> <p>Eligible expenditures include, but are not limited to, payment for:</p> <ol style="list-style-type: none"> 1. Medical expenses such as: <ul style="list-style-type: none"> • COVID-19-related expenses of public hospitals, clinics, and similar facilities. • Expenses of establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity, including related construction costs. • Costs of providing COVID-19 testing, including serological testing. • Emergency medical response expenses, including emergency medical transportation, related to COVID-19. • Expenses for establishing and operating public telemedicine capabilities for COVID-19- related treatment. 2. Public health expenses such as: <ul style="list-style-type: none"> • Expenses for communication and enforcement by State, territorial, local, and Tribal governments of public health orders related to COVID-19. • Expenses for acquisition and distribution of medical and protective supplies, including sanitizing products and personal protective equipment, for medical personnel, police officers, social workers, child protection services, and child welfare officers, direct service providers for older adults and individuals with disabilities in community settings, and other public health or safety workers in connection with the COVID-19 public health emergency. 3. Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID- 19 public health emergency. 4. Expenses of actions to facilitate compliance with COVID-19-related public health measures, such as: <ul style="list-style-type: none"> • Expenses for food delivery to residents, including, for example, senior citizens and other vulnerable populations, to enable compliance with COVID-19 public health precautions. • Expenses to facilitate distance learning, including technological improvements, in connection with school closings to enable compliance with COVID-19 precautions. • Expenses to improve telework capabilities for public employees to enable compliance with COVID-19 public health precautions. • Expenses of providing paid sick and paid family and medical leave to public employees to enable compliance with COVID-19 public health precautions. • COVID-19-related expenses of maintaining state prisons and county jails, including as relates to sanitation and improvement of social distancing measures, to enable compliance with COVID-19 public health precautions. • Expenses for care for homeless populations provided to mitigate COVID-19 effects and enable compliance with COVID-19 public health precautions. 5. Expenses associated with the provision of economic support in connection with the COVID-19 public health emergency, such as: <ul style="list-style-type: none"> • Expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures.
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	<ul style="list-style-type: none"> Expenditures related to a State, territorial, local, or Tribal government payroll support program. Unemployment insurance costs related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise. <p>6. Any other COVID-19-related expenses reasonably necessary to the function of government that satisfy the Fund's eligibility criteria.</p> <p><u>Nonexclusive examples of ineligible expenditures</u></p> <p>The following is a list of examples of costs that would not be eligible expenditures of payments from the Fund.</p> <ol style="list-style-type: none"> Expenses for the State share of Medicaid.³ Damages covered by insurance. Payroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency. Expenses that have been or will be reimbursed under any federal program, such as the reimbursement by the federal government pursuant to the CARES Act of contributions by States to State unemployment funds. Reimbursement to donors for donated items or services. Workforce bonuses other than hazard pay or overtime. Severance pay. Legal settlements. 				
FISCAL IMPACT:	N/A				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:					
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
	X	X			

**FLUVANNA COUNTY BOARD OF SUPERVISORS
AGENDA ITEM STAFF REPORT**

TAB I

MEETING DATE:	November 4, 2020				
AGENDA TITLE:	Wireless Internet Services Proposal				
MOTION(s):	N/A				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
			XX		
STAFF CONTACT(S):	Eric Dahl, County Administrator				
PRESENTER(S):	Eric Dahl, County Administrator				
RECOMMENDATION:	N/A				
TIMING:	Routine				
DISCUSSION:	Fluvanna County's recent investment in seven E-911 towers, as well as an additional 5 vertical assets that are sparsely used provide a unique opportunity for the deployment of targeted wireless services by Wireless Internet Service Providers. These services have the unique advantage of allowing for the rapid deployment of wireless radio arrays on the antennas that can provide internet line of sight coverage to homes throughout the County.				
FISCAL IMPACT:	N/A				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	None				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other

STATEMENT OF WORK (SOW)
FOR
PROVIDING WIRELESS INTERNET SERVICES

FLUVANNA COUNTY
123 MAIN STREET
PALMYRA, VA 22963

INTRODUCTION/BACKGROUND

The Covid 19 pandemic and the associated challenges in allowing citizens to work from home have created urgent needs and requirements to provide viable high-speed internet services to as many homes as possible. Rural communities face unique challenges in acquiring these services due to limited penetration of both cable and fiber services, and an over-reliance on DSL services that provide limited bandwidth and are subject to substantial service degradation for distances over 1 mile from the nearest provider point-of-presence.

While fiber and cable providers are diligently working to expand their networks into rural areas, the deployment of these technologies is both costly and heavily dependent on the providers project timelines and limitations due to easements and the enormous over demands on the crews to expand core lines and deliver the last mile services.

Fluvanna County's recent investment in seven E-911 towers, as well as an additional 5 vertical assets that are sparsely used provide a unique opportunity for the deployment of targeted wireless services by Wireless Internet Service Providers. These services have the unique advantage of allowing for the rapid deployment of wireless radio arrays on the antennas that can provide internet line of sight coverage to homes throughout the County.

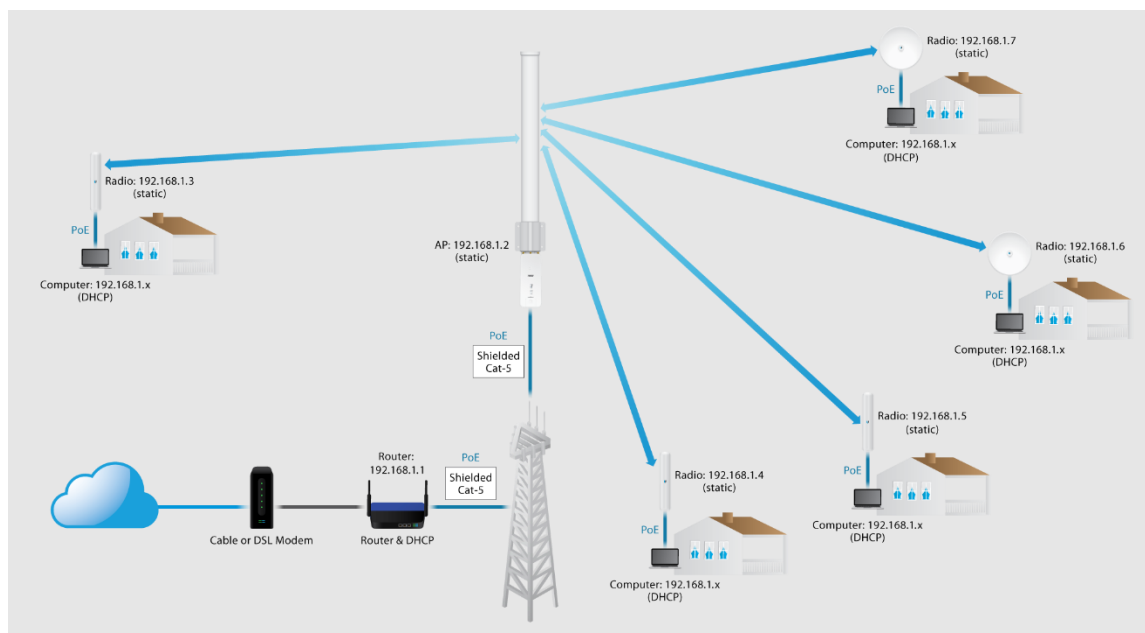
Blue Cube Technologies, LLC and Cavalier Broadband, LLC, a Virginia Competitive Local Exchange Carrier, have combined services to analyze the potential ability to deliver high speed data services of 25 Mbps and above to underserved residents in Fluvanna County utilizing wireless technologies and, in the future, deploy additional last mile fiber on utility poles and public easements to provide further penetration into Fluvanna.

We believe that current circumstances allow for a unique opportunity to expand service in Fluvanna by leveraging CARES funding and Fluvanna's infrastructure assets to create a de-facto public-private partnership that creates a roadmap for expanding broadband services to underserved Fluvanna residents in a timely and competitive manner and that helps to meet the extraordinary circumstances and hardships that are a result of the challenges brought forth by the pandemic.

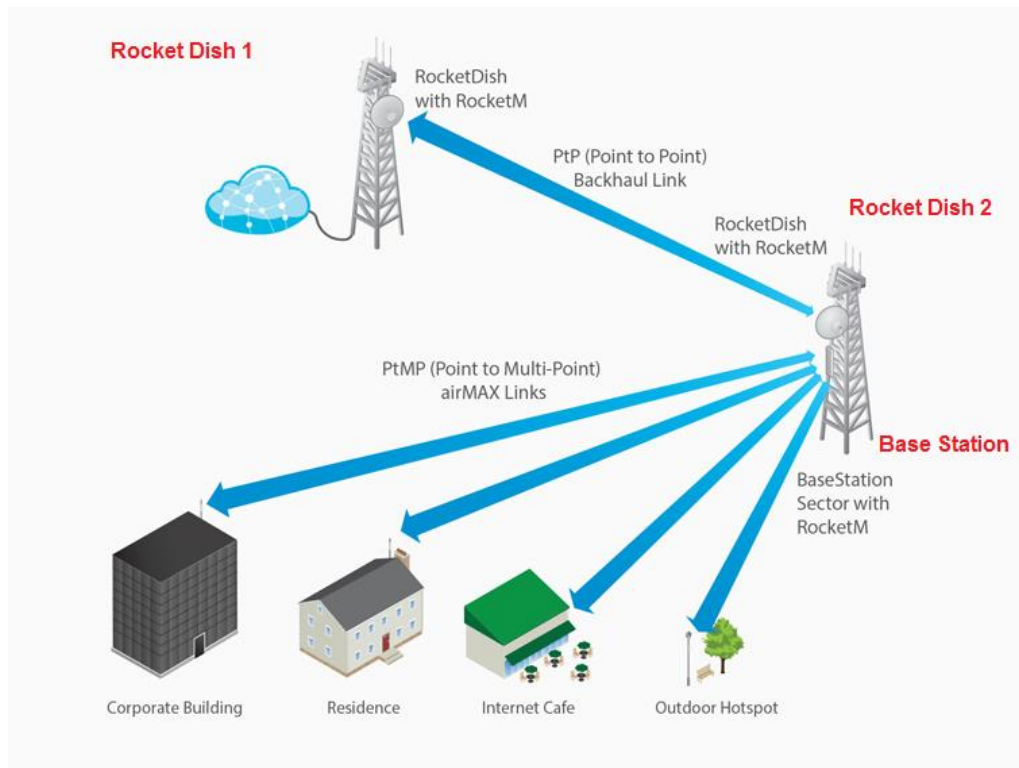
UNDERSTANDING WIRELESS BROADBAND

Wireless Broadband has evolved rapidly in metropolitan areas due to high density levels, general availability of vertical structures and sparseness of natural objects such as trees. In rural areas a more selective approach must be taken. The wireless provider needs to perform a site survey to ensure there are minimal obstructions in the line of sight and to select the appropriate type of mounting and suitable antenna for the area. While one might compare it to satellite broadband, wireless has the benefit of much higher upload speeds, which are critical to remote workers and students, but unlike satellite broadband the antenna cannot simply be pointed to the sky. A line of sight to the receiving radio must be made with minimal obstructions from trees.

Because of these limitations the elevation and terrain of each endpoint must be examined prior to a final commitment to the customer. Once a viable line of sight is established an antenna is generally mounted on the roof or side of the home pointing to the other end. The following diagram illustrates how homes near a tower will be engineered to connect to the internet. Clearly, the count and height of vertical assets play a critical role in expanding available coverage.



In turn the tower can then connect to another tower for backhaul or to create a mesh network. Depending on the distance selected radios and antennas are provisioned. Higher end devices can reach distances exceeding 50 miles, and standard devices now used at homes can easily reach distances up to 3 miles.



Over the last several years, significant improvements in the capabilities of the equipment, the reliability and strength of the signals, as well as steep declines in the cost of the equipment, have made the wide scale deployment of wireless broadband in rural areas a far more viable option, as the provider must weigh the expected length and maintenance of the end user against the penetration of competitive technologies, in order to calculate their expected return on investment.

In today's environment the engineering and deployment costs at a user's endpoint now ranges between \$300 to \$500 allowing the wireless provider to recapture their investment quickly.

In short, the advantages of wireless broadband can be summed up as follows:

- Rapid deployment
- Reduced long term costs
- Scalability
- Future proof technology

Briefly, rapid deployment can be achieved through the deployment of sector antennas and backhauls that can cover miles of territory in days rather than the months/years it takes to deliver in-ground or pole base fiber and cable. Reduced costs are generally achieved as the fiber infrastructure is generally leased from incumbent carriers that own either the easements or the poles.

Technological advances provide both scalability and competitive opportunities. While fiber is the ultimate conduit for the transmission travelling at the speed of light, radio waves have very close approximate speed. WiFi 6 or 802.11ax in the 5GHz spectrum are now being tested and can deliver multi-gigabit speeds that compete with current high-end fiber deployments of 10 Gbps.

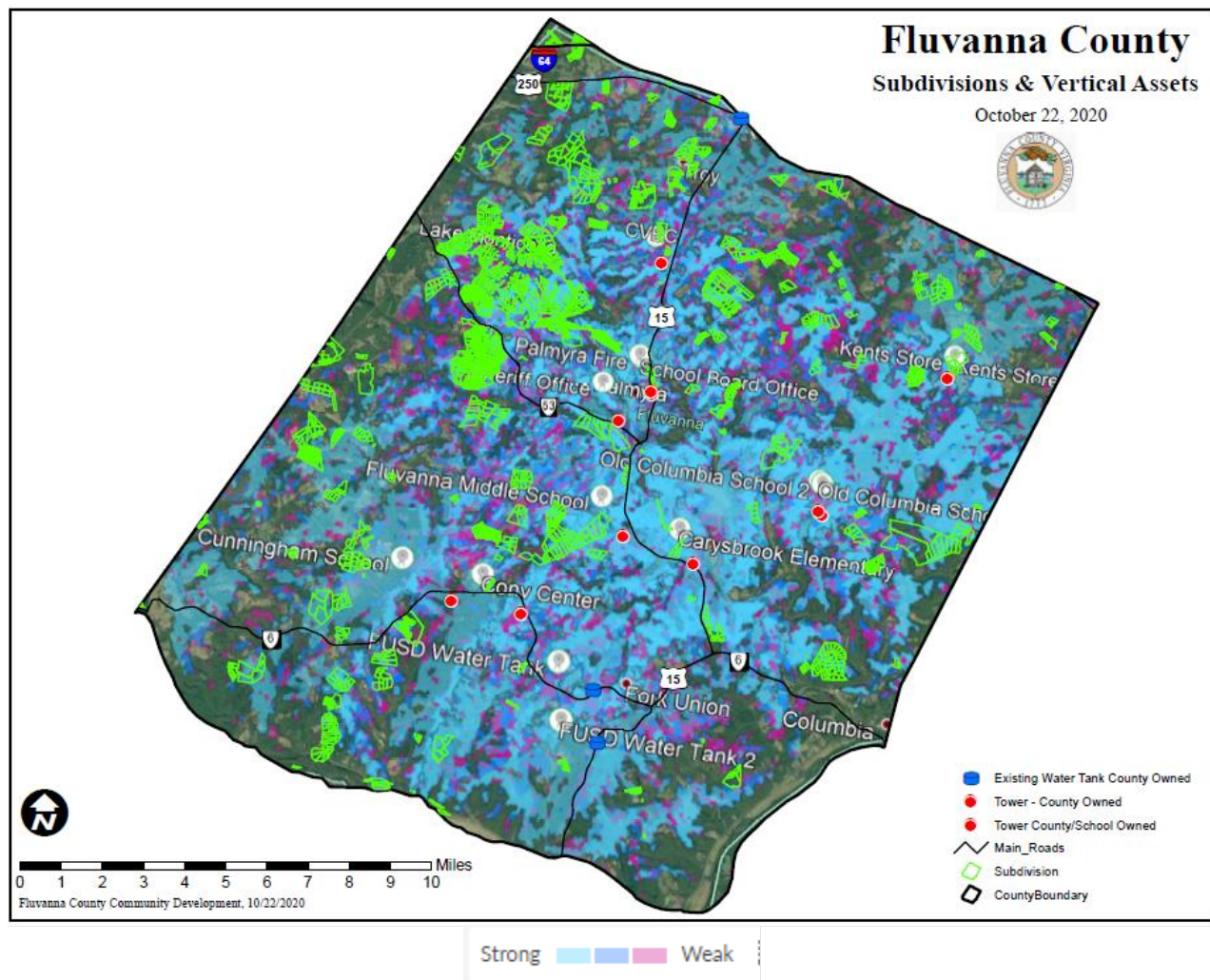
Ultimately, what this means is that wireless technology provides speeds in excess of DSL and cable offerings, that can be deployed, delivered and expanded at a fraction of the cost of fiber deployments.

The combined use of both fiber and wireless technologies are currently powering the backbone of the internet but are now becoming ubiquitous in the residential and commercial marketplace.

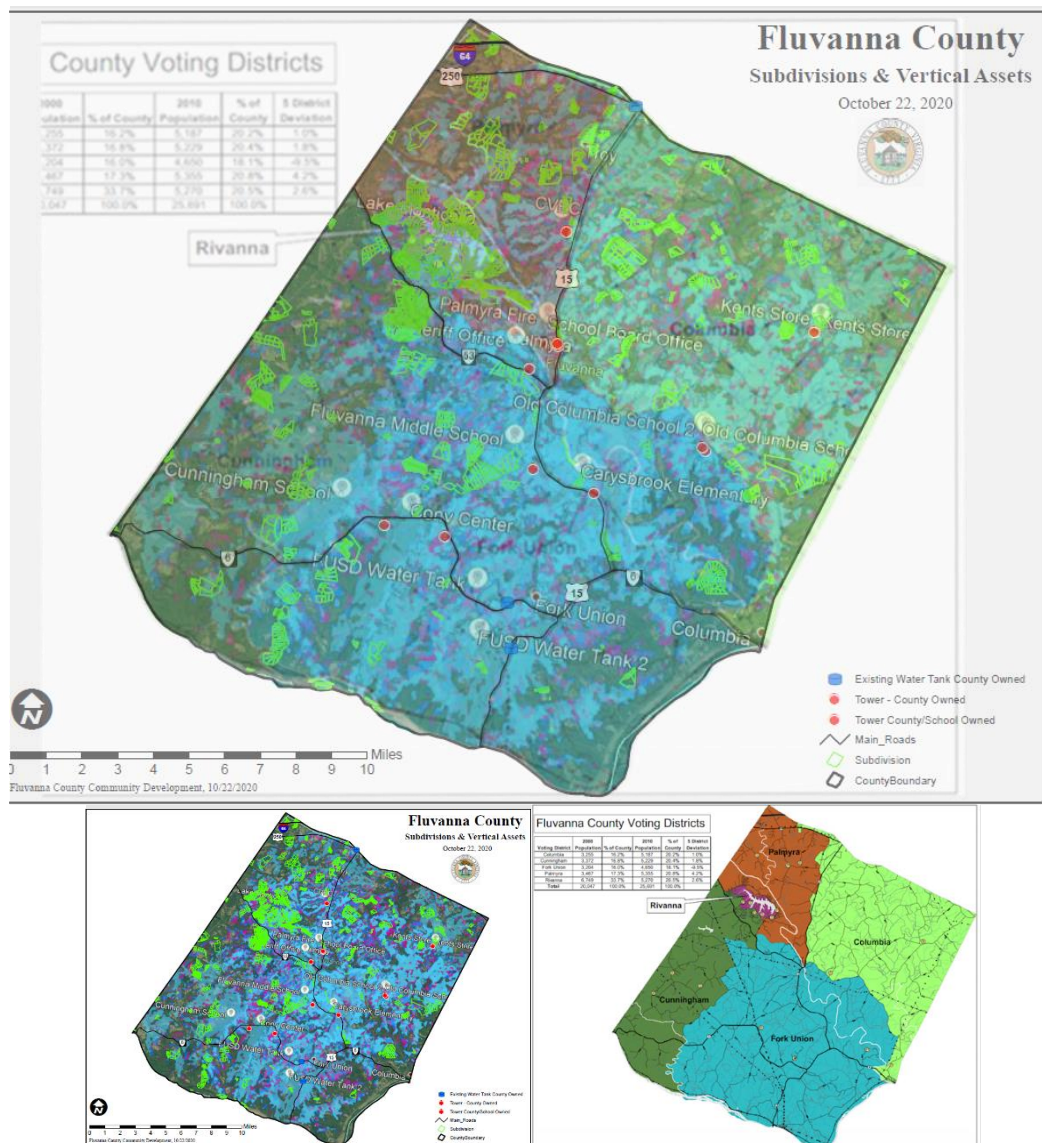
TERRITORY ANALYSIS

Utilizing the geo-location of County owned vertical assets, Google Earth and Fluvanna's GIS system, our team generated a potential heat map that provides a high-level overview for the potential areas of coverage. Areas shaded from light blue to purple indicates the reach of the signals with the light blue areas having the strongest signals. Keeping in mind the dense forest coverage in much of Fluvanna, the more open homes and developments of the county will provide the greater line-of-sight access to the towers.

The graphic below generated by with the aid of the County shows an overlay of the coverage map along with the larger subdivisions throughout the county. As can be noted, a significant number do fall within the lighter blue areas of the map denoting a high probability for strong wireless signals.



The following map highlights an overlay of the heat map along with the district map which highlights the potential areas of coverage by districts along with subdivisions. The maps used to create this overlay are the two smaller maps.



While we show that most of Fluvanna has the potential to receive a signal, initial turn-ups will be focused on delivering services to the areas in Fork Union, Cunningham and Columbia that are served by Dominion Power or are currently not undergoing fiber builds by FireFly. We expect some ancillary penetration in Palmyra.

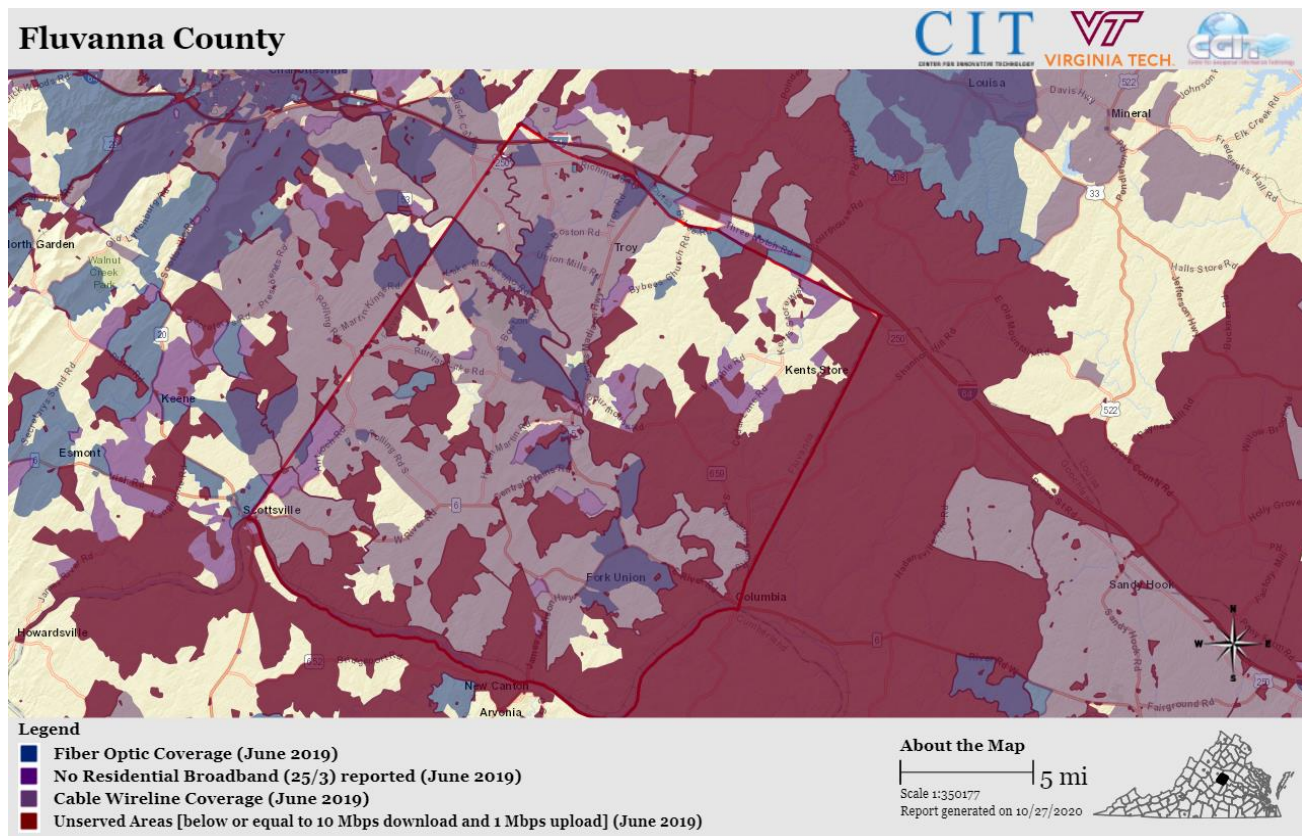
DEMOGRAPHICS

The approximate count of households in each of the targeted districts is between 1,300 to 1,850 for a total of about 16,451. Our expected but conservative penetration rate average is 11% of the households. This calculation is broadly based on the lack of adequate bandwidth in the selected territory.

<i>District</i>	<i>Household Count</i>	<i>Housing Units</i>	<i>Population</i>	<i>Penetration %</i>	<i>Penetration #</i>
Fork UNION	1,291	1,474	3,666	15%	211
Cunningham	1,721	1,855	4,526	15%	278
Columbia	1,481	1,649	3,865	10%	165
Palmyra	1,244	1,320	4,394	5%	66
Totals	5,737	6,298	16,451	11%(avg)	731

Source usboundary.com

This penetration is targeted to the underserved areas and broadband under 25/3 Mbps. As can be noted the coverage areas for cable are quite limited. Also, the fiber layer does not reflect Firefly's current penetration, which is primarily present in portions of the Palmyra and Columbia districts.



Source <https://broadband.cgitt.vt.edu/IntegratedToolbox/>

PROJECTED DEPLOYMENT TIMELINES

While we believe that the projected estimates are conservative, we estimate that reaching and deploying to the projected count of 731 households will take approximately 18 – 24 months, but we are estimating that we will be able to offer service to approximately 20 - 30 households prior to the end of 2020. We would then project a sign-up rate of approximately 12-15 new customers per month, bringing the total of online subscribers to around 150-200 users by the end of 2021. A more aggressive and optimistic scenario could see 1.5 times the anticipated subscription rate or 225-300. From a delivery aspect, once the towers and vertical assets are deployed, additional ground install crews can be deployed to meet demand.

The following project timeline assumes an approval of the project and incorporates 6 weeks of labor to deploy the necessary infrastructure on Fluvanna's vertical assets. Customer deployments can potentially be scheduled as early as December 1, 2020.

<i>Task</i>	<i>Projected Completion</i>
Network Design	<i>WEEKS 0-1</i>
Hardware Acquisition	<i>WEEKS 0-2</i>
WAN Deployment	<i>WEEKS 1-2</i>
Towers 1 & 2	<i>WEEKS 2-4</i>
Towers 3 & 4	<i>WEEKS 4-6</i>
Subscriber Advertising	<i>WEEKS 0+</i>
Subscriber Surveys and Deployment	<i>WEEKS 3+</i>

PLACE OF PERFORMANCE

While final design and implementation are pending, our initial analysis suggests that the following towers/assets are best suited for the identified target areas. Based on a 9-week schedule to ensure that our initial offering is in place and servicing households our initial efforts will be focused on the following towers of interest:

Primary Interest:

- Old Cunningham School: 37.800881, -78.351074
- Conv Center: 37.796367, -78.319983
- FUSD Water Tank: 37.769146, -78.288651
- Carysbrook Elementary: 37.813859, -78.243718
- Old Columbia School: 37.832124, -78.187847

Secondary Interest:

- Kent's Store: 37.87918, -78.13026
- Fluvanna Middle School: 37.824056, -78.275184

During deployment and network expansion we will actively assess key areas for implementing and building out new assets to extend our infrastructure into underserved communities.

Upon completion of the first 2 towers with established backhaul and testing we can begin deployment to customer sites while continuing installation onto the remaining towers.

SCOPE OF WORK

Blue Cube Technologies will provide the wired and wireless network design as well as the physical implementation of the infrastructure hardware and required labor. This includes:

- WAN Design and Termination
- Wired Infrastructure
- Wireless Subscriber Arrays
- Wireless Backhaul between Vertical Assets
- Subscriber Link Design and Deployment
- Subscriber Management and Payment Gateway
- Monitoring and Maintenance Systems to manage network assets.
- All Wiring and Assembly

Cavalier Broadband will handle:

- Marketing
- Sales and Customer Relations
- Billing
- Network monitoring

PERIOD OF PERFORMANCE

Initially, engineers will begin on network design and deployment schedules immediately upon approval. Initial design should take 1-2 weeks. During this time, acquisitions will prepare hardware for immediate deployment. Current projections indicate an infrastructure build rate of one tower per week. Initial infrastructure scheduled for completion before December 30, 2020.

Marketing to identified customers will commence in late November to early December of 2020 and continue for the duration of the enterprise.

Continued expansion of towers and vertical assets will be based on demand as will regular maintenance of equipment and customers. It is expected that near full saturation will take approximately 18-24 months.

CHALLENGES/ASSUMPTIONS

One of the major impediments and considerations for a provider of rural broadband is to achieve a sustainable customer base to ensure long term viability and the proper investment into the infrastructure. While larger established carriers have the funding, they also have abundant and more lucrative opportunities to pursue.

However, recent initiatives at the federal, state and locality levels provide significant incentives for regional Internet Service Providers to supplement the gaps that are not being met by larger providers and to create and manage long term sustainable business models. Whether in the form of grant funding or other government investments reducing the upfront investment and risk is essential in attracting these providers. Typical models to create such models usually are done through private-public-partnerships or Broadband Authorities that are chartered to provide, manage and subsidize operations until profitable.

The allocation of CARES funding towards broadband expansion provides a unique opportunity to jump start such efforts. Despite the limited remaining timeframe to expend such funds, leveraging Fluvanna's vertical assets to provide the infrastructure to quickly provide broadband to the underserved household areas in Fluvanna is achievable.

Recognizing that the funds must be spent and that the project must be operational by the end of the year, we have taken into consideration the tight timeline and we are confident it can be achieved. Nevertheless, ongoing operational costs are a consideration, and to this end, we are requesting an initial 12 months deferment cost on the leasing of space on the vertical assets, so that we may focus on new customer deployments. After said period, we have estimated the fair market price for the use of the space at 10 dollars per month per subscriber.

OTHER REQUIREMENTS

Access Requirements

The following requirements are assumed and necessary for the deployment and operation of this project.

Fluvanna County will provide the following:

1. Access to the vertical asset 24/7 to BCT engineers for installation and maintenance.
2. 4- 10u of collocation or wall space to mount core equipment at each vertical asset
3. Up to four (4) 15 Amp 120v electrical circuits to power core equipment and antennas
4. Backup generation power where available at core sites.

Performance

The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

PRICING BREAKDOWN

<i>Description</i>	<i>Quantity</i>	<i>Cost</i>	<i>Total</i>
Wireless Tower DEPLOYMENT	5	\$24,344.86	\$121,724.31
WAN Deployment and MANAGED SERVICE	1	\$15,089.69	\$15,089.69
Network Design and Engineering	1	\$15,840.00	\$15,840.00
Total:			\$152,654.00

CUSTOMER OFFERING / SERVICE DELIVERY

The following pricing will be made available to Fluvanna Residents:

<i>Package</i>	<i>Projected Speeds</i>	<i>Projected Pricing (p/m)</i>	<i>Install Fee</i>
Tier 1	Up to 25/10 Mbps	\$59	Free
Tier 2	Up to 50/20 Mbps	\$89	Up to \$250
Tier 3	Up to 100/50 Mbps	\$179	Up to \$500

SUMMARY

We believe that the plan as outlined will add the attractiveness of broadband service offerings in Fluvanna County, while allowing residents to quickly get services that are a de-facto necessity in today's working and educational environment. We also believe that delivering cost effective last mile solutions beyond fiber is critical to rural communities.

We appreciate the opportunity to provide this offering and look forward to working and partnering with Fluvanna County.

**FLUVANNA COUNTY BOARD OF SUPERVISORS
MEETING PACKAGE ATTACHMENTS**

Incl?	Item
<input checked="" type="checkbox"/>	BOS Contingency Balance Report
<input type="checkbox"/>	Building Inspections Report
<input checked="" type="checkbox"/>	Capital Reserve Balances Memo
<input checked="" type="checkbox"/>	CARES Fund Balance Memo
<input type="checkbox"/>	Fluvanna County Bank Balance and Investment Report
<input checked="" type="checkbox"/>	Unassigned Fund Balance Report
<input type="checkbox"/>	VDOT Monthly Report & 2020 Resurfacing List
<input checked="" type="checkbox"/>	CARES Act Memo to Localities - 1st Round
<input checked="" type="checkbox"/>	CARES Act Memo to Localities - 2nd Round
<input checked="" type="checkbox"/>	Updated CARES Act US Treasury Guidance
<input type="checkbox"/>	

MEMORANDUM

Date: November 04, 2020
From: Liz McIver – Management Analyst
To: Board of Supervisors
Subject: FY21 BOS Contingency Balance

The FY21 BOS Contingency line balance is as follows:

Beginning Original Budget:	\$150,000
Less: Registrar's Office Relocation – 07.01.20	-\$20,000
Less: Registrar's Office Relocation – 08.19.20	-\$5,400
Available:	\$124,600

MEMORANDUM

Date: November 04, 2020
From: Liz McIver - Management Analyst
To: Board of Supervisors
Subject: FY21 Capital Reserve Balances

The FY21 Capital Reserve account balances are as follows:

County Capital Reserve:

FY21 Budget Allocation:	\$200,000
FY20 Carryover	\$267,970
Total FY21 Budget:	\$467,970
Add: FY20 Closed CRM Projects -06-26-20	\$11,308
Less: SCADA System Room HVAC – 07.01.20	-\$30,300
Less: Public Safety Building HVAC – 07.01.20	-\$9,325
FY21 Available:	\$439,653

Schools Capital Reserve:

FY21 Budget Allocation:	\$200,000
FY20 Carryover	\$224,903
Total FY21 Budget:	\$424,903
Less: FCHS Compressor Replacement – 07.01.20	-\$6,000
Less: FCHS HVAC Condenser Replacement – 08.05.20	-\$24,000
Less: FCHS Cooling Tower – 08.19.20	-\$10,975
Add: Closed CRM Projects -09.24.20	\$1,231
FY21 Available:	\$385,159

MEMORANDUM

Date: November 04, 2020
From: Liz McIver – Management Analyst
To: Board of Supervisors
Subject: CARES Fund Balance

CARES Fund Original Appropriation:	\$2,379,202
Less: Overtime Pay 06.17.20	-\$1,000
Less: Full-Time Salaries 06.17.20	-\$20,000
Less: Janitorial Supplies 06.17.20	-\$15,000
Less: Chemical Supplies 06.17.20	-\$2,000
Less: ADP Supplies 06.17.20	-\$2,000
Less: Emergency Supplies 06.17.20	-\$25,000
Less: General Material and Supplies 06.17.20	-\$5,000
Less: EDP Equipment 06.17.20	-\$20,000
Less: Site Improvements 06.17.20	-\$1,000
Less: Economic Development Grant – Local Business 06.17.20	-\$350,000
Less: Printing and Binding 06.17.20	-\$5,000
Less: Advertising 06.17.20	-\$1,000
Less: Economic Development Grant – Non-Profits 07.01.20	-\$100,000
Less: Machinery and Equipment (Clorox 360 machines) 07.01.20	-\$46,500
Less: FY20 Contract Services 08.05.20	-\$5,110
Less: FY20 Advertising 08.05.20	-\$530
Less: FY20 Chemical Supplies 08.05.20	-\$3,650
Less: FY20 Other Operating Supplies 08.05.20	-\$250
Less: FY20 Site Improvements 08.05.20	-\$8,675

Less: FY21 Emergency Supplies for Fire & Rescue 08.05.20	-\$15,000
Less: FY21 FCPS Supplies for Opening Prep 08.05.20	-\$301,017
Less: FY21 Advertising of COVIDWISE App 08.05.20	-\$5,000
Less: FY21 Economic Development Grant – Local Business Hand Sanitizer	-\$3,000
Less: FY21 Economic Development Grant – Local Business 08.05.20	-\$350,000
Less: FY21 Economic Development Grant – Non-Profits 08.05.20	-\$100,000
Add: CARES Funds Second and Final Round Funding – 08.12.20	\$2,379,202
Less: FY21 FCPS Verizon Hotspots & 4 Months Data Plan – 08.19.20	-\$45,990
Less: FY21 Site Improvements & Furniture – 08.19.20	-\$31,300
Less: FY21 Fork Union Broadband Expansion – 08.19.20	-\$520,000
Less: FY21 Admin Building Basement Reno A&E – 08.19.20	-\$68,210
Add: FY21 Admin Building Basement Reno A&E – 10.07.20 (not funding with CARES)	\$68,210
Less: FY21 Municode Intranet Implementation – 08.19.20	-\$7,200
Less: FY21 Admin Building Basement Renovation – 09.02.20	-\$663,592
Add: FY21 Admin Building Basement Renovation - 10.07.21 (project cancelled)	\$663,592
Less: FY21 Sheriff Prisoner Transport Van - 09.16.20	-\$64,677
Less: FY21 Patrol Car Vinyl Seat Replacement - 9.16.20	-\$24,542
Less: FY21 Sheriff Spare Vehicle - 09.16.20	-\$41,000
Less: FY21 Additional Cleaning Services	-\$21,000
Less: FY20 Public Safety, Public Health & Human Services Salaries (March - June)	-\$1,124,632
Less: FY21 Public Safety, Public Health & Human Services Salaries (July - September)	-\$589,363

Less: FY21 Public Safety, Public Health & Human Services Salaries (October - December)	-\$600,000
Add: FY21 Economic Development Grant - Unspent funds	\$300,000
Less: FY21 Scottsville Area Broadband Expansion - 10.21.20	-\$60,000
Current CARES Fund Balance	\$542,969

MEMORANDUM

Date: November 04, 2020
From: Liz McIver – Management Analyst
To: Board of Supervisors
Subject: Unassigned Fund Balance

*FY20 Year End (Unaudited) Total Unassigned Fund Balance:	*\$5,274,084
Add: FY21 Reassessment Budget Transfer	\$66,515
Current (Unaudited) Unassigned Fund Balance	*\$5,340,599

*Audited FY20 Year End Unassigned Fund Balance will be available upon completion of the FY20 CAFR

May 12, 2020

To: County and City Elected Officials

Delivered Via: Chief Executive Officer, Manager, or Administrator

From: Aubrey L. Layne, Jr.
Secretary of Finance

Subject: Local Allocations for Federal CARES Coronavirus Relief Funds

Background

As most of you are aware, Congress passed and the President recently signed the *Coronavirus Aid, Relief, and Economic Security (CARES) Act of 2020*. This Act provides funding for a number of different programs to address the COVID-19 pandemic. A primary component of the CARES Act is \$150 billion in assistance to state, local, territorial, and tribal governments for the direct impact of the COVID-19 pandemic through the establishment of the Coronavirus Relief Fund (CRF).

Allocations were sent to states based on population. Each state received 55 percent of its share based on total state population and the remaining 45 percent was based on the local populations of each state's cities and counties. Localities with populations greater than 500,000 could apply to receive funds directly. All other CRF funds were distributed to the states to determine the allocations to localities.

Virginia has received approximately \$3.1 billion as its share of the CRF total. This amount does not include approximately \$200 million that went directly to Fairfax County since it qualified to receive its funding directly.

These funds may be used for qualifying expenses of state and local governments. The CARES Act provides that payments from the CRF only may be used to cover costs that:

1. are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
2. were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government; and
3. were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.

At this point, federal guidance indicates that the CRF funds can only be used for the direct costs associated with the response to the COVID-19 pandemic and cannot be used to make up for revenue shortfalls. State and local government officials have requested that this restriction be lifted or that additional federal funds be provided to address the loss of state and local revenue. To date, no action has been taken by Congress to allow that flexibility or to provide funding for that purpose.

Allocation of CRF Funds to Localities

While the federal CARES Act does not require that states distribute funding to local governments with populations less than 500,000 residents, the Governor recognizes that localities are experiencing the same COVID-19 related expenses as the Commonwealth. Therefore, fifty (50) percent of the locally-based allocations will be distributed to counties and cities on or around June 1, 2020, by the Department of Accounts (DOA) after receipt of a signed certification from the locality. This distribution will be made to the local treasurer in the same manner that Car Tax Relief Payments are made.

Each locality's allocation will be based on the proportion that the locality's population represents of the statewide total population. Appendix A reflects the population used by US Treasury to allocate CRF funds to the states. This population data is the basis for determining the allocations to each locality.

This table also reflects each locality's share of the current distribution based on the population data displayed. Please note that the population data for each county includes the populations of the towns within its borders. Consequently, the allocation indicated for each county includes any allocations based on residents that live in the towns located within that county.

CRF funds should be considered "one time" monies and should not be used for ongoing services and/or base operations. Because the funds must be expended by December 30, localities are advised not to create services with expenses beyond that period. Any expenses beyond December 30, 2020, must be paid entirely by the locality from local funds.

Requirements for Use of Funds and Certifications

General

The amounts listed in Appendix A reflect the funds that will be transferred to each locality after receipt of a certification form (Appendix D) from the locality signed by the chief executive officer, the chief financial officer, and the chief elected officer. Before signing the certification, I recommend that you read and understand the federal guidance and the frequently asked questions contained in Appendix B and Appendix C, respectively. The most recent information on this guidance and the frequently asked questions can be obtained at: <https://home.treasury.gov/policy-issues/cares/state-and-local-governments>

Please note that the certification statement includes an acknowledgment that you may be required to return funds to the federal government if it is determined that those funds were spent for purposes that do not qualify. Since these funds are being provided to you “up front” rather than on a reimbursement basis, it is important for you to understand that the burden of ensuring that all CRF funds are spent for qualifying purposes falls to the local government. You are responsible for maintaining all necessary documentation to ensure compliance with the federal requirements.

If the federal government determines that you have used CRF funds for purposes that do not qualify, you must return those funds to the state promptly so that they may be returned to the federal government. As a condition of receiving CRF funds, you are agreeing that the state can use state aid intercept to recover any funds necessary for expenses that were not for a qualifying purpose or that were unexpended as of December 30, 2020.

For Counties Only

As previously stated, the population data for each county includes the populations of the towns within its borders. Consequently, the allocation indicated for each county includes any allocations based on residents that live in the towns located within that county.

Counties must ensure that an equitable share of the CRF funds it receives are shared with and granted to each town within its jurisdiction. Just as with the funds retained by the county, the funds granted to towns must be spent in accordance with the same requirements and the same documentation must be retained for audit purposes. The county issuing the grant is responsible for the ensuring compliance with the documentation requirements and must ensure that the use of the funds meets the requirements set forth by the federal government.

Submission of Certification

The certification in Appendix D contains more specific details on the responsibilities of the local governing body. A fillable .pdf form can be downloaded from the Secretary of Finance’s Website under “Recent News” at: <http://finance.virginia.gov/>

In order to receive your locality’s allocation, the signed certification form must be submitted no later than **May 22, 2020**, to the Department of Accounts in electronic or hard copy form:

By Email to: GACCT@DOA.Virginia.gov

By US Mail to: Department of Accounts
Attention: Local CRF Certification
P.O. Box 1971
Richmond, VA 23218-1971

If you have any questions about this process, you may contact my office at (804) 786-1148. If you have technical questions about the certification form or the distribution of the funds, please contact Melinda Pearson, Director, General Accounting, Department of Accounts, at Melinda.Pearson@DOA.Virginia.gov or by phone at 804-225-2376.

Appendix A – Local Allocations

Annual Estimates of the Resident Population for Counties in Virginia: as of July 1, 2019	Statewide Total = 8,535,519	% of Total ¹	Current Allocation Base = \$744,691,122
Locality	Population		
.Accomack County, Virginia	32,316	0.3786%	\$2,819,446
.Albemarle County, Virginia	109,330	1.2809%	\$9,538,621
.Alleghany County, Virginia	14,860	0.1741%	\$1,296,478
.Amelia County, Virginia	13,145	0.1540%	\$1,146,851
.Amherst County, Virginia	31,605	0.3703%	\$2,757,414
.Appomattox County, Virginia	15,911	0.1864%	\$1,388,173
.Arlington County, Virginia	236,842	2.7748%	\$20,663,551
.Augusta County, Virginia	75,558	0.8852%	\$6,592,144
.Bath County, Virginia	4,147	0.0486%	\$361,810
.Bedford County, Virginia	78,997	0.9255%	\$6,892,184
.Bland County, Virginia	6,280	0.0736%	\$547,906
.Botetourt County, Virginia	33,419	0.3915%	\$2,915,679
.Brunswick County, Virginia	16,231	0.1902%	\$1,416,092
.Buchanan County, Virginia	21,004	0.2461%	\$1,832,518
.Buckingham County, Virginia	17,148	0.2009%	\$1,496,097
.Campbell County, Virginia	54,885	0.6430%	\$4,788,505
.Caroline County, Virginia	30,725	0.3600%	\$2,680,638
.Carroll County, Virginia	29,791	0.3490%	\$2,599,150
.Charles City County, Virginia	6,963	0.0816%	\$607,495
.Charlotte County, Virginia	11,880	0.1392%	\$1,036,484
.Chesterfield County, Virginia	352,802	4.1333%	\$30,780,614
.Clarke County, Virginia	14,619	0.1713%	\$1,275,451
.Craig County, Virginia	5,131	0.0601%	\$447,660
.Culpeper County, Virginia	52,605	0.6163%	\$4,589,583
.Cumberland County, Virginia	9,932	0.1164%	\$866,529
.Dickenson County, Virginia	14,318	0.1677%	\$1,249,190
.Dinwiddie County, Virginia	28,544	0.3344%	\$2,490,354
.Essex County, Virginia	10,953	0.1283%	\$955,607
.Fairfax County, Virginia	1,147,532	13.4442%	N/A
.Fauquier County, Virginia	71,222	0.8344%	\$6,213,845
.Floyd County, Virginia	15,749	0.1845%	\$1,374,040
.Fluvanna County, Virginia	27,270	0.3195%	\$2,379,202
.Franklin County, Virginia	56,042	0.6566%	\$4,889,448

.Frederick County, Virginia	89,313	1.0464%	\$7,792,215
.Giles County, Virginia	16,720	0.1959%	\$1,458,756
.Gloucester County, Virginia	37,348	0.4376%	\$3,258,469
.Goochland County, Virginia	23,753	0.2783%	\$2,072,358
.Grayson County, Virginia	15,550	0.1822%	\$1,356,678
.Greene County, Virginia	19,819	0.2322%	\$1,729,131
.Greensville County, Virginia	11,336	0.1328%	\$989,022
.Halifax County, Virginia	33,911	0.3973%	\$2,958,604
.Hanover County, Virginia	107,766	1.2626%	\$9,402,168
.Henrico County, Virginia	330,818	3.8758%	\$28,862,595
.Henry County, Virginia	50,557	0.5923%	\$4,410,903
.Highland County, Virginia	2,190	0.0257%	\$191,069
.Isle of Wight County, Virginia	37,109	0.4348%	\$3,237,617
.James City County, Virginia	76,523	0.8965%	\$6,676,337
.King and Queen County, Virginia	7,025	0.0823%	\$612,904
.King George County, Virginia	26,836	0.3144%	\$2,341,338
.King William County, Virginia	17,148	0.2009%	\$1,496,097
.Lancaster County, Virginia	10,603	0.1242%	\$925,071
.Lee County, Virginia	23,423	0.2744%	\$2,043,566
.Loudoun County, Virginia	413,538	4.8449%	\$36,079,596
.Louisa County, Virginia	37,591	0.4404%	\$3,279,670
.Lunenburg County, Virginia	12,196	0.1429%	\$1,064,054
.Madison County, Virginia	13,261	0.1554%	\$1,156,971
.Mathews County, Virginia	8,834	0.1035%	\$770,732
.Mecklenburg County, Virginia	30,587	0.3583%	\$2,668,598
.Middlesex County, Virginia	10,582	0.1240%	\$923,239
.Montgomery County, Virginia	98,535	1.1544%	\$8,596,799
.Nelson County, Virginia	14,930	0.1749%	\$1,302,585
.New Kent County, Virginia	23,091	0.2705%	\$2,014,601
.Northampton County, Virginia	11,710	0.1372%	\$1,021,652
.Northumberland County, Virginia	12,095	0.1417%	\$1,055,242
.Nottoway County, Virginia	15,232	0.1785%	\$1,328,933
.Orange County, Virginia	37,051	0.4341%	\$3,232,557
.Page County, Virginia	23,902	0.2800%	\$2,085,357
.Patrick County, Virginia	17,608	0.2063%	\$1,536,230
.Pittsylvania County, Virginia	60,354	0.7071%	\$5,265,654
.Powhatan County, Virginia	29,652	0.3474%	\$2,587,023
.Prince Edward County, Virginia	22,802	0.2671%	\$1,989,387
.Prince George County, Virginia	38,353	0.4493%	\$3,346,151
.Prince William County, Virginia	470,335	5.5103%	\$41,034,915
.Pulaski County, Virginia	34,027	0.3987%	\$2,968,725
.Rappahannock County, Virginia	7,370	0.0863%	\$643,004
.Richmond County, Virginia	9,023	0.1057%	\$787,222
.Roanoke County, Virginia	94,186	1.1035%	\$8,217,365

.Rockbridge County, Virginia	22,573	0.2645%	\$1,969,407
.Rockingham County, Virginia	81,948	0.9601%	\$7,149,647
.Russell County, Virginia	26,586	0.3115%	\$2,319,526
.Scott County, Virginia	21,566	0.2527%	\$1,881,550
.Shenandoah County, Virginia	43,616	0.5110%	\$3,805,328
.Smyth County, Virginia	30,104	0.3527%	\$2,626,458
.Southampton County, Virginia	17,631	0.2066%	\$1,538,237
.Spotsylvania County, Virginia	136,215	1.5959%	\$11,884,234
.Stafford County, Virginia	152,882	1.7911%	\$13,338,365
.Surry County, Virginia	6,422	0.0752%	\$560,295
.Sussex County, Virginia	11,159	0.1307%	\$973,580
.Tazewell County, Virginia	40,595	0.4756%	\$3,541,757
.Warren County, Virginia	40,164	0.4706%	\$3,504,154
.Washington County, Virginia	53,740	0.6296%	\$4,688,608
.Westmoreland County, Virginia	18,015	0.2111%	\$1,571,739
.Wise County, Virginia	37,383	0.4380%	\$3,261,523
.Wythe County, Virginia	28,684	0.3361%	\$2,502,568
.York County, Virginia	68,280	0.8000%	\$5,957,167
.Alexandria city, Virginia	159,428	1.8678%	\$13,909,478
.Bristol city, Virginia	16,762	0.1964%	\$1,462,420
.Buena Vista city, Virginia	6,478	0.0759%	\$565,181
.Charlottesville city, Virginia	47,266	0.5538%	\$4,123,776
.Chesapeake city, Virginia	244,835	2.8684%	\$21,360,910
.Colonial Heights city, Virginia	17,370	0.2035%	\$1,515,466
.Covington city, Virginia	5,538	0.0649%	\$483,169
.Danville city, Virginia	40,044	0.4691%	\$3,493,685
.Emporia city, Virginia	5,346	0.0626%	\$466,418
.Fairfax city, Virginia	24,019	0.2814%	\$2,095,565
.Falls Church city, Virginia	14,617	0.1712%	\$1,275,277
.Franklin city, Virginia	7,967	0.0933%	\$695,090
.Fredericksburg city, Virginia	29,036	0.3402%	\$2,533,279
.Galax city, Virginia	6,347	0.0744%	\$553,751
.Hampton city, Virginia	134,510	1.5759%	\$11,735,479
.Harrisonburg city, Virginia	53,016	0.6211%	\$4,625,442
.Hopewell city, Virginia	22,529	0.2639%	\$1,965,568
.Lexington city, Virginia	7,446	0.0872%	\$649,635
.Lynchburg city, Virginia	82,168	0.9627%	\$7,168,841
.Manassas city, Virginia	41,085	0.4813%	\$3,584,508
.Manassas Park city, Virginia	17,478	0.2048%	\$1,524,888
.Martinsville city, Virginia	12,554	0.1471%	\$1,095,288
.Newport News city, Virginia	179,225	2.0998%	\$15,636,690
.Norfolk city, Virginia	242,742	2.8439%	\$21,178,304
.Norton city, Virginia	3,981	0.0466%	\$347,327
.Petersburg city, Virginia	31,346	0.3672%	\$2,734,818

.Poquoson city, Virginia	12,271	0.1438%	\$1,070,597
.Portsmouth city, Virginia	94,398	1.1059%	\$8,235,862
.Radford city, Virginia	18,249	0.2138%	\$1,592,155
.Richmond city, Virginia	230,436	2.6997%	\$20,104,653
.Roanoke city, Virginia	99,143	1.1615%	\$8,649,844
.Salem city, Virginia	25,301	0.2964%	\$2,207,415
.Staunton city, Virginia	24,932	0.2921%	\$2,175,221
.Suffolk city, Virginia	92,108	1.0791%	\$8,036,068
.Virginia Beach city, Virginia	449,974	5.2718%	\$39,258,497
.Waynesboro city, Virginia	22,630	0.2651%	\$1,974,380
.Williamsburg city, Virginia	14,954	0.1752%	\$1,304,679
.Winchester city, Virginia	28,078	0.3290%	\$2,449,697
Total Funds Distributed (excludes Fairfax County)			\$644,573,383
Source: U.S. Census Bureau, Population Division			
Release Date: March 2020			

¹ **Note:** Percentages are displayed as rounded numbers, however, the distributions are calculated using the full values.

Appendix B - Guidance From U.S. Treasury

Coronavirus Relief Fund Guidance for State, Territorial, Local, and Tribal Governments April 22, 2020

The purpose of this document is to provide guidance to recipients of the funding available under section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”). The CARES Act established the Coronavirus Relief Fund (the “Fund”) and appropriated \$150 billion to the Fund. Under the CARES Act, the Fund is to be used to make payments for specified uses to States and certain local governments; the District of Columbia and U.S. Territories (consisting of the Commonwealth of Puerto Rico, the United States Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands); and Tribal governments.

The CARES Act provides that payments from the Fund may only be used to cover costs that—

1. are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
2. were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government; and
3. were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.¹

The guidance that follows sets forth the Department of the Treasury’s interpretation of these limitations on the permissible use of Fund payments.

Necessary expenditures incurred due to the public health emergency

The requirement that expenditures be incurred “due to” the public health emergency means that expenditures must be used for actions taken to respond to the public health emergency. These may include expenditures incurred to allow the State, territorial, local, or Tribal government to respond directly to the emergency, such as by addressing medical or public health needs, as well as expenditures incurred to respond to second-order effects of the emergency, such as by providing economic support to those suffering from employment or business interruptions due to COVID-19-related business closures.

Funds may not be used to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify under the statute. Although a broad range of uses is allowed, revenue replacement is not a permissible use of Fund payments.

The statute also specifies that expenditures using Fund payments must be “necessary.” The Department of the Treasury understands this term broadly to mean that the expenditure is reasonably necessary for its intended use in the reasonable judgment of the government

officials responsible for spending Fund payments.

¹ See Section 601(d) of the Social Security Act, as added by section 5001 of the CARES Act.

Costs not accounted for in the budget most recently approved as of March 27, 2020

The CARES Act also requires that payments be used only to cover costs that were not accounted for in the budget most recently approved as of March 27, 2020. A cost meets this requirement if either (a) the cost cannot lawfully be funded using a line item, allotment, or allocation within that budget *or* (b) the cost is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation.

The “most recently approved” budget refers to the enacted budget for the relevant fiscal period for the particular government, without taking into account subsequent supplemental appropriations enacted or other budgetary adjustments made by that government in response to the COVID-19 public health emergency. A cost is not considered to have been accounted for in a budget merely because it could be met using a budgetary stabilization fund, rainy day fund, or similar reserve account.

Costs incurred during the period that begins on March 1, 2020, and ends on December 30, 2020

A cost is “incurred” when the responsible unit of government has expended funds to cover the cost.

Nonexclusive examples of eligible expenditures

Eligible expenditures include, but are not limited to, payment for:

1. Medical expenses such as:
 - COVID-19-related expenses of public hospitals, clinics, and similar facilities.
 - Expenses of establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity, including related construction costs.
 - Costs of providing COVID-19 testing, including serological testing.
 - Emergency medical response expenses, including emergency medical transportation, related to COVID-19.
 - Expenses for establishing and operating public telemedicine capabilities for COVID-19- related treatment.
2. Public health expenses such as:
 - Expenses for communication and enforcement by State, territorial, local, and Tribal governments of public health orders related to COVID-19.
 - Expenses for acquisition and distribution of medical and protective supplies, including sanitizing products and personal protective equipment, for medical personnel, police officers, social workers, child protection services, and child welfare officers, direct service providers for older adults and individuals with disabilities in community settings, and other public health or safety workers in

connection with the COVID-19 public health emergency.

- Expenses for disinfection of public areas and other facilities, *e.g.*, nursing homes, in response to the COVID-19 public health emergency.
 - Expenses for technical assistance to local authorities or other entities on mitigation of COVID-19-related threats to public health and safety.
 - Expenses for public safety measures undertaken in response to COVID-19.
 - Expenses for quarantining individuals.
3. Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.
 4. Expenses of actions to facilitate compliance with COVID-19-related public health measures, such as:
 - Expenses for food delivery to residents, including, for example, senior citizens and other vulnerable populations, to enable compliance with COVID-19 public health precautions.
 - Expenses to facilitate distance learning, including technological improvements, in connection with school closings to enable compliance with COVID-19 precautions.
 - Expenses to improve telework capabilities for public employees to enable compliance with COVID-19 public health precautions.
 - Expenses of providing paid sick and paid family and medical leave to public employees to enable compliance with COVID-19 public health precautions.
 - COVID-19-related expenses of maintaining state prisons and county jails, including as relates to sanitation and improvement of social distancing measures, to enable compliance with COVID-19 public health precautions.
 - Expenses for care for homeless populations provided to mitigate COVID-19 effects and enable compliance with COVID-19 public health precautions.
 5. Expenses associated with the provision of economic support in connection with the COVID-19 public health emergency, such as:
 - Expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures.
 - Expenditures related to a State, territorial, local, or Tribal government payroll support program.
 - Unemployment insurance costs related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise.
 6. Any other COVID-19-related expenses reasonably necessary to the function of government that satisfy the Fund's eligibility criteria.

Nonexclusive examples of ineligible expenditures²

The following is a list of examples of costs that would *not* be eligible expenditures of payments from the Fund.

1. Expenses for the State share of Medicaid.³
2. Damages covered by insurance.
3. Payroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency.
4. Expenses that have been or will be reimbursed under any federal program, such as the reimbursement by the federal government pursuant to the CARES Act of contributions by States to State unemployment funds.
5. Reimbursement to donors for donated items or services.
6. Workforce bonuses other than hazard pay or overtime.
7. Severance pay.
8. Legal settlements.

² In addition, pursuant to section 5001(b) of the CARES Act, payments from the Fund may not be expended for an elective abortion or on research in which a human embryo is destroyed, discarded, or knowingly subjected to risk of injury or death. The prohibition on payment for abortions does not apply to an abortion if the pregnancy is the result of an act of rape or incest; or in the case where a woman suffers from a physical disorder, physical injury, or physical illness, including a life-endangering physical condition caused by or arising from the pregnancy itself, that would, as certified by a physician, place the woman in danger of death unless an abortion is performed.

Furthermore, no government which receives payments from the Fund may discriminate against a health care entity on the basis that the entity does not provide, pay for, provide coverage of, or refer for abortions.

³ See 42 C.F.R. § 433.51 and 45 C.F.R. § 75.306.

¹ The Guidance is available at: <https://home.treasury.gov/policy-issues/cares/state-and-local-governments>

Appendix C - Frequently Asked Questions

The content below was provided by the US Department of the Treasury.

Coronavirus Relief Fund Frequently Asked Questions April 22, 2020

Do governments have to return unspent funds to Treasury?

Yes. Section 601(f)(2) of the Social Security Act, as added by section 5001(a) of the CARES Act, provides for recoupment by the Inspector General of the Department of the Treasury of amounts received from the Coronavirus Relief Fund (the “Fund”) that have not been used in a manner consistent with section 601(d) of the Social Security Act. If a government has not used funds it has received to cover costs that were incurred by December 30, 2020, as required by the statute, those funds must be returned to the Department of the Treasury.

May a State receiving a payment transfer funds to a local government?

Yes, provided that the transfer qualifies as a necessary expenditure incurred due to the public health emergency and meets the other criteria of section 601(d) of the Social Security Act. Such funds would be subject to recoupment by the Treasury Inspector General if they have not been used in a manner consistent with section 601(d) of the Social Security Act.

May governments retain assets purchased with these funds?

Yes, if the purchase of the asset was consistent with the limitations on the eligible use of funds provided by section 601(d) of the Social Security Act.

What records must be kept by governments receiving payment?

A government should keep records sufficient to demonstrate that the amount of Fund payments to the government has been used in accordance with section 601(d) of the Social Security Act.

**Coronavirus Relief Fund
Frequently Asked Questions
Updated as of May 4, 2020**

The following answers to frequently asked questions supplement Treasury’s Coronavirus Relief Fund (“Fund”) Guidance for State, Territorial, Local, and Tribal Governments, dated April 22, 2020, (“Guidance”).¹ Amounts paid from the Fund are subject to the restrictions outlined in the Guidance and set forth in section 601(d) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”).

Eligible Expenditures

Are governments required to submit proposed expenditures to Treasury for approval?

No. Governments are responsible for making determinations as to what expenditures are necessary due to the public health emergency with respect to COVID-19 and do not need to submit any proposed expenditures to Treasury.

The Guidance says that funding can be used to meet payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency. How does a government determine whether payroll expenses for a given employee satisfy the “substantially dedicated” condition?

The Fund is designed to provide ready funding to address unforeseen financial needs and risks created by the COVID-19 public health emergency. For this reason, and as a matter of administrative convenience in light of the emergency nature of this program, a State, territorial, local, or Tribal government may presume that payroll costs for public health and public safety employees are payments for services substantially dedicated to mitigating or responding to the COVID-19 public health emergency, unless the chief executive (or equivalent) of the relevant government determines that specific circumstances indicate otherwise.

The Guidance says that a cost was not accounted for in the most recently approved budget if the cost is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation. What would qualify as a “substantially different use” for purposes of the Fund eligibility?

Costs incurred for a “substantially different use” include, but are not necessarily limited to, costs of personnel and services that were budgeted for in the most recently approved budget but which, due entirely to the COVID-19 public health emergency, have been diverted to substantially different functions. This would include, for example, the costs of redeploying corrections facility staff to enable compliance with COVID-19 public health precautions through work such as enhanced sanitation or enforcing social distancing measures; the costs of redeploying police to support management and enforcement of stay-at-home orders; or the costs of diverting educational support staff or faculty to develop online learning capabilities, such as through providing information technology support that is not part of the staff or faculty’s ordinary responsibilities.

Note that a public function does not become a “substantially different use” merely because it is provided from a different location or through a different manner. For example, although developing online instruction capabilities may be a substantially different use of funds, online instruction itself is not a substantially different use of public funds than classroom instruction.

May a State receiving a payment transfer funds to a local government?

Yes, provided that the transfer qualifies as a necessary expenditure incurred due to the public health emergency and meets the other criteria of section 601(d) of the Social Security Act. Such funds would be subject to recoupment by the Treasury Department if they have not been used in a manner consistent with section 601(d) of the Social Security Act.

May a unit of local government receiving a Fund payment transfer funds to another unit of government?

Yes. For example, a county may transfer funds to a city, town, or school district within the county and a county or city may transfer funds to its State, provided that the transfer qualifies as a necessary expenditure incurred due to the public health emergency and meets the other criteria of section 601(d) of the Social Security Act outlined in the Guidance. For example, a transfer from a county to a constituent city would not be permissible if the funds were intended to be used simply to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify as an eligible expenditure.

Is a Fund payment recipient required to transfer funds to a smaller, constituent unit of government within its borders?

No. For example, a county recipient is not required to transfer funds to smaller cities within the county’s borders.

Are recipients required to use other federal funds or seek reimbursement under other federal programs before using Fund payments to satisfy eligible expenses?

No. Recipients may use Fund payments for any expenses eligible under section 601(d) of the Social Security Act outlined in the Guidance. Fund payments are not required to be used as the source of funding of last resort. However, as noted below, recipients may not use payments from the Fund to cover expenditures for which they will receive reimbursement.

Are there prohibitions on combining a transaction supported with Fund payments with other CARES Act funding or COVID-19 relief Federal funding?

Recipients will need to consider the applicable restrictions and limitations of such other sources of funding. In addition, expenses that have been or will be reimbursed under any federal program, such as the reimbursement by the federal government pursuant to the CARES Act of contributions by States to State unemployment funds, are not eligible uses of Fund payments.

Are States permitted to use Fund payments to support state unemployment insurance funds generally?

To the extent that the costs incurred by a state unemployment insurance fund are incurred due to

the COVID-19 public health emergency, a State may use Fund payments to make payments to its respective state unemployment insurance fund, separate and apart from such State's obligation to the unemployment insurance fund as an employer. This will permit States to use Fund payments to prevent expenses related to the public health emergency from causing their state unemployment insurance funds to become insolvent.

Are recipients permitted to use Fund payments to pay for unemployment insurance costs incurred by the recipient as an employer?

Yes, Fund payments may be used for unemployment insurance costs incurred by the recipient as an employer (for example, as a reimbursing employer) related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise.

The Guidance states that the Fund may support a "broad range of uses" including payroll expenses for several classes of employees whose services are "substantially dedicated to mitigating or responding to the COVID-19 public health emergency." What are some examples of types of covered employees?

The Guidance provides examples of broad classes of employees whose payroll expenses would be eligible expenses under the Fund. These classes of employees include public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency. Payroll and benefit costs associated with public employees who could have been furloughed or otherwise laid off but who were instead repurposed to perform previously unbudgeted functions substantially dedicated to mitigating or responding to the COVID-19 public health emergency are also covered. Other eligible expenditures include payroll and benefit costs of educational support staff or faculty responsible for developing online learning capabilities necessary to continue educational instruction in response to COVID-19-related school closures. Please see the Guidance for a discussion of what is meant by an expense that was not accounted for in the budget most recently approved as of March 27, 2020.

In some cases, first responders and critical health care workers that contract COVID-19 are eligible for workers' compensation coverage. Is the cost of this expanded workers compensation coverage eligible?

Increased workers compensation cost to the government due to the COVID-19 public health emergency incurred during the period beginning March 1, 2020, and ending December 30, 2020, is an eligible expense.

If a recipient would have decommissioned equipment or not renewed a lease on particular office space or equipment but decides to continue to use the equipment or to renew the lease in order to respond to the public health emergency, are the costs associated with continuing to operate the equipment or the ongoing lease payments eligible expenses?

Yes. To the extent the expenses were previously unbudgeted and are otherwise consistent with section 601(d) of the Social Security Act outlined in the Guidance, such expenses would be eligible.

May recipients provide stipends to employees for eligible expenses (for example, a stipend to employees to improve telework capabilities) rather than require employees to incur the eligible cost and submit for reimbursement?

Expenditures paid for with payments from the Fund must be limited to those that are necessary due to the public health emergency. As such, unless the government were to determine that providing assistance in the form of a stipend is an administrative necessity, the government should provide such assistance on a reimbursement basis to ensure as much as possible that funds are used to cover only eligible expenses.

May Fund payments be used for COVID-19 public health emergency recovery planning?

Yes. Expenses associated with conducting a recovery planning project or operating a recovery coordination office would be eligible, if the expenses otherwise meet the criteria set forth in section 601(d) of the Social Security Act outlined in the Guidance.

Are expenses associated with contact tracing eligible?

Yes, expenses associated with contract tracing are eligible.

To what extent may a government use Fund payments to support the operations of private hospitals?

Governments may use Fund payments to support public or private hospitals to the extent that the costs are necessary expenditures incurred due to the COVID-19 public health emergency, but the form such assistance would take may differ. In particular, financial assistance to private hospitals could take the form of a grant or a short-term loan.

May payments from the Fund be used to assist individuals with enrolling in a government benefit program for those who have been laid off due to COVID-19 and thereby lost health insurance?

Yes. To the extent that the relevant government official determines that these expenses are necessary and they meet the other requirements set forth in section 601(d) of the Social Security Act outlined in the Guidance, these expenses are eligible.

May recipients use Fund payments to facilitate livestock depopulation incurred by producers due to supply chain disruptions?

Yes, to the extent these efforts are deemed necessary for public health reasons or as a form of economic support as a result of the COVID-19 health emergency.

Would providing a consumer grant program to prevent eviction and assist in preventing homelessness be considered an eligible expense?

Yes, assuming that the recipient considers the grants to be a necessary expense incurred due to the COVID-19 public health emergency and the grants meet the other requirements for the use of Fund payments under section 601(d) of the Social Security Act outlined in the Guidance. As a general matter, providing assistance to recipients to enable them to meet property tax

requirements would not be an eligible use of funds, but exceptions may be made in the case of assistance designed to prevent foreclosures.

May recipients create a “payroll support program” for public employees?

Use of payments from the Fund to cover payroll or benefits expenses of public employees are limited to those employees whose work duties are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

May recipients use Fund payments to cover employment and training programs for employees that have been furloughed due to the public health emergency?

Yes, this would be an eligible expense if the government determined that the costs of such employment and training programs would be necessary due to the public health emergency.

May recipients use Fund payments to provide emergency financial assistance to individuals and families directly impacted by a loss of income due to the COVID-19 public health emergency?

Yes, if a government determines such assistance to be a necessary expenditure. Such assistance could include, for example, a program to assist individuals with payment of overdue rent or mortgage payments to avoid eviction or foreclosure or unforeseen financial costs for funerals and other emergency individual needs. Such assistance should be structured in a manner to ensure as much as possible, within the realm of what is administratively feasible, that such assistance is necessary.

The Guidance provides that eligible expenditures may include expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures. What is meant by a “small business,” and is the Guidance intended to refer only to expenditures to cover administrative expenses of such a grant program?

Governments have discretion to determine what payments are necessary. A program that is aimed at assisting small businesses with the costs of business interruption caused by required closures should be tailored to assist those businesses in need of such assistance. The amount of a grant to a small business to reimburse the costs of business interruption caused by required closures would also be an eligible expenditure under section 601(d) of the Social Security Act, as outlined in the Guidance.

The Guidance provides that expenses associated with the provision of economic support in connection with the public health emergency, such as expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures, would constitute eligible expenditures of Fund payments. Would such expenditures be eligible in the absence of a stay-at-home order?

Fund payments may be used for economic support in the absence of a stay-at-home order if such expenditures are determined by the government to be necessary. This may include, for example, a grant program to benefit small businesses that close voluntarily to promote social distancing measures or that are affected by decreased customer demand as a result of the COVID-19 public health emergency.

May Fund payments be used to assist impacted property owners with the payment of their property taxes?

Fund payments may not be used for government revenue replacement, including the provision of assistance to meet tax obligations.

May Fund payments be used to replace foregone utility fees? If not, can Fund payments be used as a direct subsidy payment to all utility account holders?

Fund payments may not be used for government revenue replacement, including the replacement of unpaid utility fees. Fund payments may be used for subsidy payments to electricity account holders to the extent that the subsidy payments are deemed by the recipient to be necessary expenditures incurred due to the COVID-19 public health emergency and meet the other criteria of section 601(d) of the Social Security Act outlined in the Guidance. For example, if determined to be a necessary expenditure, a government could provide grants to individuals facing economic hardship to allow them to pay their utility fees and thereby continue to receive essential services.

Could Fund payments be used for capital improvement projects that broadly provide potential economic development in a community?

In general, no. If capital improvement projects are not necessary expenditures incurred due to the COVID-19 public health emergency, then Fund payments may not be used for such projects.

However, Fund payments may be used for the expenses of, for example, establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity or improve mitigation measures, including related construction costs.

The Guidance includes workforce bonuses as an example of ineligible expenses but provides that hazard pay would be eligible if otherwise determined to be a necessary expense. Is there a specific definition of “hazard pay”?

Hazard pay means additional pay for performing hazardous duty or work involving physical hardship, in each case that is related to COVID-19.

The Guidance provides that ineligible expenditures include “payroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency.” Is this intended to relate only to public employees?

Yes. This particular nonexclusive example of an ineligible expenditure relates to public employees. A recipient would not be permitted to pay for payroll or benefit expenses of private employees and any financial assistance (such as grants or short-term loans) to private employers are not subject to the restriction that the private employers’ employees must be substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

May counties pre-pay with CARES Act funds for expenses such as a one or two-year facility lease, such as to house staff hired in response to COVID-19?

A government should not make prepayments on contracts using payments from the Fund to the extent that doing so would not be consistent with its ordinary course policies and procedures.

Questions Related to Administration of Fund Payments

Do governments have to return unspent funds to Treasury?

Yes. Section 601(f)(2) of the Social Security Act, as added by section 5001(a) of the CARES Act, provides for recoupment by the Department of the Treasury of amounts received from the Fund that have not been used in a manner consistent with section 601(d) of the Social Security Act. If a government has not used funds it has received to cover costs that were incurred by December 30, 2020, as required by the statute, those funds must be returned to the Department of the Treasury.

What records must be kept by governments receiving payment?

A government should keep records sufficient to demonstrate that the amount of Fund payments to the government has been used in accordance with section 601(d) of the Social Security Act

May recipients deposit Fund payments into interest bearing accounts?

Yes, provided that if recipients separately invest amounts received from the Fund, they must use the interest earned or other proceeds of these investments only to cover expenditures incurred in accordance with section 601(d) of the Social Security Act and the Guidance on eligible expenses. If a government deposits Fund payments in a government's general account, it may use those funds to meet immediate cash management needs provided that the full amount of the payment is used to cover necessary expenditures. Fund payments are not subject to the Cash Management Improvement Act of 1990, as amended.

May governments retain assets purchased with payments from the Fund?

Yes, if the purchase of the asset was consistent with the limitations on the eligible use of funds provided by section 601(d) of the Social Security Act.

What rules apply to the proceeds of disposition or sale of assets acquired using payments from the Fund?

If such assets are disposed of prior to December 30, 2020, the proceeds would be subject to the restrictions on the eligible use of payments from the Fund provided by section 601(d) of the Social Security Act.

¹ The Guidance is available at: <https://home.treasury.gov/policy-issues/cares/state-and-local-governments>

Appendix D - Certification for Use of Coronavirus Relief Fund

Note: Provided for reference only - download a fillable .pdf copy of this form from the Secretary of Finance's Website under "Recent News" at: <http://finance.virginia.gov/>

**CERTIFICATION for RECEIPT of
CORONAVIRUS RELIEF FUND PAYMENTS
by
INSERT NAME OF LOCAL GOVERNMENT**

We the undersigned represent insert name of local government (the locality), and we certify that:

1. we have the authority to request direct payment on behalf of the locality from the Commonwealth of Virginia of revenues from the Coronavirus Relief Fund (CRF) pursuant to section 601(b) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act, Pub. L. No. 116-136, div. A, Title V (Mar. 27, 2020).
2. we understand that the Commonwealth of Virginia will rely on this certification as a material representation in making a direct payment to the locality.
3. the locality's proposed uses of the funds received as direct payment from the Commonwealth of Virginia under section 601(b) of the Social Security Act will be used only to cover those costs that:
 - a. are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
 - b. were not accounted for in the budget most recently approved as of March 27, 2020, for the locality; and
 - c. were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.
4. any funds that are not expended or that will not be expended on necessary expenditures on or before December 30, 2020, by the locality or its grantee(s), must be returned to Commonwealth of Virginia no later than December 30, 2020, and that the Commonwealth of Virginia is entitled to invoke state aid intercept to recover any such unexpended funds that have not been returned to the Commonwealth within 30 days of December 30, 2020.
5. we understand that the locality will not receive continued funding beyond December 30, 2020, from any source to continue paying expenses or providing services that were initiated or previously supported from CRF funds prior to December 30, 2020.
6. funds received as a direct payment from the Commonwealth of Virginia pursuant to this certification must adhere to official federal guidance issued or to be issued regarding what constitutes a necessary expenditure.
7. any CRF funds expended by the locality or its grantee(s) in any manner that does not adhere to official federal guidance shall be returned to the Commonwealth of Virginia within 30 days of a finding that the expenditure is disallowed, and that the Commonwealth of Virginia is entitled to

invoke state aid intercept to recover any and all such funds that are not repaid within 30 days of a finding that the expenditure is disallowed.

8. as a condition of receiving the CRF funds pursuant to this certification, the locality shall retain documentation of all uses of the funds, including but not limited to payroll time records, invoices, and/or sales receipts. Such documentation shall be produced to the Commonwealth of Virginia upon request.
9. the locality must maintain proper accounting records to segregate these expenditures from those supported by other fund sources and that all such records will be subject to audit.
10. any funds provided pursuant to this certification cannot be used as a revenue replacement for lower than expected revenue collections from taxes, fees, or any other revenue source.
11. any CRF funds received pursuant to this certification will not be used for expenditures for which the locality has received funds from any other emergency COVID-19 supplemental funding (whether state, federal, or private in nature) for that same expense nor may CRF funds be used for purposes of matching other federal funds unless specifically authorized by federal statute, regulation, or guideline.

For counties only

12. an equitable share of CRF funds received pursuant to this certification shall be shared with and granted to each town within its jurisdiction. Such grant(s) shall be used solely for necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19), that were not accounted for in the budget most recently approved as of March 27, 2020, and that were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020. The county issuing the grant is responsible for the ensuring compliance with the documentation requirements required by this certification and shall ensure that the use of the funds meets the requirements set forth in this certification.

We certify that we have read the above certification and our statements contained herein are true and correct to the best of our knowledge.

By: _____	By: _____	By: _____
Signature: _____	Signature: _____	Signature: _____
Title: _____	Title: _____	Title: _____
Date: _____	Date: _____	Date: _____

July 28, 2020

To: County and City Elected Officials

Delivered Via: Chief Executive Officer, Manager, or Administrator

From: Aubrey L. Layne, Jr.
Secretary of Finance

Subject: Second and Final Allocation of Federal Coronavirus Relief Funds

Overview

On May 12, 2020, I advised you of Governor Northam's decision to provide the first round of allocations to local governments from the federal Coronavirus Relief Fund (CRF) authorized pursuant to the federal *Coronavirus Aid, Relief, and Economic Security Act* (CARES Act). On June 1, 2020, each locality received its share of the first half, or fifty (50) percent, of the locally-based allocations (not including Fairfax County that received its funds directly).

While the federal CARES Act does not require that states distribute funding to local governments with populations less than 500,000 residents, the Governor recognizes that localities continue to experience the same COVID-19 related expenses as the Commonwealth.

Therefore, the Governor recently announced the second and final round to allocate the remaining fifty (50) percent of the locally-based allocations from the CRF to local governments. When completed, the state will have distributed 100 percent of the local allocations the Commonwealth received under the CARES Act providing a total of \$1.3 billion for local governments.

Just like the first round, the second round will be based on population. Consequently, the second round of allocations will be for the same amount that you received in the first round on June 1, 2020. In order to receive the second allocation, localities are required to submit a new certification form and complete an online survey regarding the use of the CRF funds.

As soon as these two documents are fully completed and submitted, the Department of Accounts will initiate the transfer of funds to the local Treasurer. Localities may expect to receive the transfer by the state Comptroller within five business days following confirmation of receipt of these completed documents.

Guidance

It is extremely important for you to know that all of the same conditions that existed for the first round of CRF allocations continue for the second round of allocations. To that end, I encourage you to refer to my May 12, 2020, memorandum and to the federal guidance and frequently asked questions located at: <https://home.treasury.gov/policy-issues/cares/state-and-local-governments>

This information is routinely updated and has been revised several times since my May 12, 2020, memorandum. Compliance with the federal guidance is your responsibility and failure to do so could result in disallowed expenses requiring you to repay the associated funds to the federal government. As stated previously, if you fail to repay any funds spent for nonqualifying expenses as required by the federal government, the state Comptroller will recover such amounts from future state payments to your locality via the State Aid Intercept Program.

In addition to the revised federal guidance, on July 2, 2020, the U.S. Treasury's Office of the Inspector General issued information related to reporting and audit requirements that had not been published at the time of my original communication to you. Information regarding the audit and reporting requirements can be found at the same link provided above. Further, the State Comptroller's office has subrecipient monitoring responsibilities that will necessitate evaluation and additional correspondence with localities regarding the use of funds.

As a reminder, the overarching federal guidance states that these funds must be used for qualifying expenses of state and local governments. Specifically, the CARES Act provides that payments from the CRF only may be used to cover costs that:

1. are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
2. were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government; and
3. were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.

The federal guidance continues to state that the CRF funds can be used only for the direct costs associated with the response to the COVID-19 pandemic and cannot be used to address revenue shortfalls. State and local government officials have requested that this restriction be lifted or that additional federal funds be provided to address the loss of state and local revenue. To date, no action has been taken by Congress to allow that flexibility or to provide funding for that purpose.

CRF funds should be considered "one time" monies and should not be used for ongoing services and/or base operations. Because the funds must be expended by December 30, localities are advised not to create services with expenses beyond that period. Any expenses beyond December 30, 2020, must be paid entirely by the locality from local funds.

Allocation of CRF Funds to Localities

The remaining fifty (50) percent of the locally-based allocations will be distributed to counties and cities by the Department of Accounts (DOA) after receipt from the locality of a new, signed certification form and after completion of a survey on the locality's actual and planned uses of the CRF funds. This distribution will be made to the local treasurer in the same manner that the first round of funds were distributed within five business days following receipt of the completed documents.

Each locality's allocation will be based on the proportion that the locality's population represents of the statewide total population. Appendix A reflects the population used by U.S. Treasury to allocate CRF funds to the states. This population data is the basis for determining the allocations to each locality.

This table also reflects each locality's share of the remaining distribution based on the population data displayed. Please note that the population data for each county includes the populations of the towns within its borders. Consequently, the allocation indicated for each county includes any allocations based on residents that live in the towns located within that county.

Requirements: Survey on the Use of Funds and Certifications

General

The amounts listed in Appendix A reflect the funds that will be transferred to each locality after:

1. completion of an online survey located at: (NOTE: *the link to this survey will be provided by separate communication later this week*), and
2. receipt of a certification form (Appendix D) from the locality signed by the chief executive officer, the chief financial officer (Treasurer), and the chief elected officer.

Before signing the certification, I recommend that you read and understand the federal guidance and the frequently asked questions contained in Appendix B and Appendix C, respectively. The most recent information on this guidance and the frequently asked questions can be obtained at: <https://home.treasury.gov/policy-issues/cares/state-and-local-governments>

Please note that the certification statement includes an acknowledgment that you may be required to return funds to the federal government if it is determined that those funds were spent for purposes that do not qualify. Since these funds are being provided to you "up front" rather than on a reimbursement basis, it is important for you to understand that the burden of ensuring that all CRF funds are spent for qualifying purposes falls to the local government.

You are responsible for maintaining all necessary documentation to ensure compliance with the federal requirements. The State Comptroller is responsible for all subrecipient monitoring and may require additional information in the future from each locality to address that responsibility.

If the federal government determines that you have used CRF funds for purposes that do not qualify, you must return those funds to the state promptly so that they may be returned to the federal government. As a condition of receiving CRF funds, you are agreeing that the state can use state aid intercept to recover any funds necessary for expenses that were not for a qualifying purpose or that were unexpended as of December 30, 2020.

For Counties Only

As previously stated, the population data for each county includes the populations of the towns within its borders. Consequently, the allocation indicated for each county includes any allocations based on residents that live in the towns located within that county.

Counties must ensure that an equitable share of the CRF funds it receives are shared with and granted to each town within its jurisdiction. Just as with the funds retained by the county, the funds granted to towns must be spent in accordance with the same requirements and the same documentation must be retained for audit purposes. The county issuing the grant is responsible for the ensuring compliance with each town's documentation requirements and must ensure that the use of the funds meets the requirements set forth by the federal government.

Completion of Survey

The Commonwealth has partnered with Accenture to create a survey to collect data on how each locality has used or plans to use its allocation of CRF funds. The survey instrument, which must be completed online, will be made available later this week by separate communication. This communication will include instructions regarding access to and completion of the survey. For questions about completion of the survey, please contact Jason Saunders, General Government Coordinator, Department of Planning and Budget, at jason.saunders@dpb.virginia.gov.

We are requesting that this survey be completed no later than **5:00pm, Monday, August 10, 2020**, so that we may provide a report on the use of the CRF by locality to the General Assembly when it convenes for a special session beginning on August 18, 2020. For surveys that are not received by this due date, this report will reflect that the survey results were not received from that locality by the requested due date. More importantly, the survey must be completed, along with submission of the certification form, in order to receive the second distribution of CRF funds.

Submission of Certification

The certification in Appendix D contains more specific details on the responsibilities of the local governing body. A fillable .pdf form can be downloaded from the Secretary of Finance's Website under "Recent News" at: <http://finance.virginia.gov/>

The signed certification form should be submitted no later than **August 10, 2020**, to the Department of Accounts in electronic or hard copy form:

By Email to: GACCT@DOA.Virginia.gov

By US Mail to: Department of Accounts
Attention: Local CRF Certification
PO Box 1971
Richmond, VA 23218-1971

If you have any questions regarding the appropriate use of CRF funds, please refer to the U.S. Treasury Website and guidance. For questions about this process, you may contact my office at (804) 786-1148. If you have technical questions about the certification form or the distribution of

the funds, please contact Melinda Pearson, Director, General Accounting, Department of Accounts, at melinda.pearson@doa.virginia.gov or by phone at 804-225-2376.

Annual Estimates of the Resident Population for Counties in Virginia: as of July 1, 2019	Statewide Total = 8,535,519	% of Total ¹	Current Allocation Base ²= \$744,691,122
Locality	Population		
.Accomack County, Virginia	32,316	0.3786%	\$2,819,446
.Albemarle County, Virginia	109,330	1.2809%	\$9,538,621
.Alleghany County, Virginia	14,860	0.1741%	\$1,296,478
.Amelia County, Virginia	13,145	0.1540%	\$1,146,851
.Amherst County, Virginia	31,605	0.3703%	\$2,757,414
.Appomattox County, Virginia	15,911	0.1864%	\$1,388,173
.Arlington County, Virginia	236,842	2.7748%	\$20,663,551
.Augusta County, Virginia	75,558	0.8852%	\$6,592,144
.Bath County, Virginia	4,147	0.0486%	\$361,810
.Bedford County, Virginia	78,997	0.9255%	\$6,892,184
.Bland County, Virginia	6,280	0.0736%	\$547,906
.Botetourt County, Virginia	33,419	0.3915%	\$2,915,679
.Brunswick County, Virginia	16,231	0.1902%	\$1,416,092
.Buchanan County, Virginia	21,004	0.2461%	\$1,832,518
.Buckingham County, Virginia	17,148	0.2009%	\$1,496,097
.Campbell County, Virginia	54,885	0.6430%	\$4,788,505
.Caroline County, Virginia	30,725	0.3600%	\$2,680,638
.Carroll County, Virginia	29,791	0.3490%	\$2,599,150
.Charles City County, Virginia	6,963	0.0816%	\$607,495
.Charlotte County, Virginia	11,880	0.1392%	\$1,036,484
.Chesterfield County, Virginia	352,802	4.1333%	\$30,780,614
.Clarke County, Virginia	14,619	0.1713%	\$1,275,451
.Craig County, Virginia	5,131	0.0601%	\$447,660
.Culpeper County, Virginia	52,605	0.6163%	\$4,589,583
.Cumberland County, Virginia	9,932	0.1164%	\$866,529
.Dickenson County, Virginia	14,318	0.1677%	\$1,249,190
.Dinwiddie County, Virginia	28,544	0.3344%	\$2,490,354
.Essex County, Virginia	10,953	0.1283%	\$955,607
.Fairfax County, Virginia	1,147,532	13.4442%	N/A
.Fauquier County, Virginia	71,222	0.8344%	\$6,213,845
.Floyd County, Virginia	15,749	0.1845%	\$1,374,040
.Fluvanna County, Virginia	27,270	0.3195%	\$2,379,202
.Franklin County, Virginia	56,042	0.6566%	\$4,889,448
.Frederick County, Virginia	89,313	1.0464%	\$7,792,215
.Giles County, Virginia	16,720	0.1959%	\$1,458,756

.Gloucester County, Virginia	37,348	0.4376%	\$3,258,469
.Goochland County, Virginia	23,753	0.2783%	\$2,072,358
.Grayson County, Virginia	15,550	0.1822%	\$1,356,678
.Greene County, Virginia	19,819	0.2322%	\$1,729,131
.Greensville County, Virginia	11,336	0.1328%	\$989,022
.Halifax County, Virginia	33,911	0.3973%	\$2,958,604
.Hanover County, Virginia	107,766	1.2626%	\$9,402,168
.Henrico County, Virginia	330,818	3.8758%	\$28,862,595
.Henry County, Virginia	50,557	0.5923%	\$4,410,903
.Highland County, Virginia	2,190	0.0257%	\$191,069
.Isle of Wight County, Virginia	37,109	0.4348%	\$3,237,617
.James City County, Virginia	76,523	0.8965%	\$6,676,337
.King and Queen County, Virginia	7,025	0.0823%	\$612,904
.King George County, Virginia	26,836	0.3144%	\$2,341,338
.King William County, Virginia	17,148	0.2009%	\$1,496,097
.Lancaster County, Virginia	10,603	0.1242%	\$925,071
.Lee County, Virginia	23,423	0.2744%	\$2,043,566
.Loudoun County, Virginia	413,538	4.8449%	\$36,079,596
.Louisa County, Virginia	37,591	0.4404%	\$3,279,670
.Lunenburg County, Virginia	12,196	0.1429%	\$1,064,054
.Madison County, Virginia	13,261	0.1554%	\$1,156,971
.Mathews County, Virginia	8,834	0.1035%	\$770,732
.Mecklenburg County, Virginia	30,587	0.3583%	\$2,668,598
.Middlesex County, Virginia	10,582	0.1240%	\$923,239
.Montgomery County, Virginia	98,535	1.1544%	\$8,596,799
.Nelson County, Virginia	14,930	0.1749%	\$1,302,585
.New Kent County, Virginia	23,091	0.2705%	\$2,014,601
.Northampton County, Virginia	11,710	0.1372%	\$1,021,652
.Northumberland County, Virginia	12,095	0.1417%	\$1,055,242
.Nottoway County, Virginia	15,232	0.1785%	\$1,328,933
.Orange County, Virginia	37,051	0.4341%	\$3,232,557
.Page County, Virginia	23,902	0.2800%	\$2,085,357
.Patrick County, Virginia	17,608	0.2063%	\$1,536,230
.Pittsylvania County, Virginia	60,354	0.7071%	\$5,265,654
.Powhatan County, Virginia	29,652	0.3474%	\$2,587,023
.Prince Edward County, Virginia	22,802	0.2671%	\$1,989,387
.Prince George County, Virginia	38,353	0.4493%	\$3,346,151
.Prince William County, Virginia	470,335	5.5103%	\$41,034,915
.Pulaski County, Virginia	34,027	0.3987%	\$2,968,725
.Rappahannock County, Virginia	7,370	0.0863%	\$643,004
.Richmond County, Virginia	9,023	0.1057%	\$787,222

.Roanoke County, Virginia	94,186	1.1035%	\$8,217,365
.Rockbridge County, Virginia	22,573	0.2645%	\$1,969,407
.Rockingham County, Virginia	81,948	0.9601%	\$7,149,647
.Russell County, Virginia	26,586	0.3115%	\$2,319,526
.Scott County, Virginia	21,566	0.2527%	\$1,881,550
.Shenandoah County, Virginia	43,616	0.5110%	\$3,805,328
.Smyth County, Virginia	30,104	0.3527%	\$2,626,458
.Southampton County, Virginia	17,631	0.2066%	\$1,538,237
.Spotsylvania County, Virginia	136,215	1.5959%	\$11,884,234
.Stafford County, Virginia	152,882	1.7911%	\$13,338,365
.Surry County, Virginia	6,422	0.0752%	\$560,295
.Sussex County, Virginia	11,159	0.1307%	\$973,580
.Tazewell County, Virginia	40,595	0.4756%	\$3,541,757
.Warren County, Virginia	40,164	0.4706%	\$3,504,154
.Washington County, Virginia	53,740	0.6296%	\$4,688,608
.Westmoreland County, Virginia	18,015	0.2111%	\$1,571,739
.Wise County, Virginia	37,383	0.4380%	\$3,261,523
.Wythe County, Virginia	28,684	0.3361%	\$2,502,568
.York County, Virginia	68,280	0.8000%	\$5,957,167
.Alexandria city, Virginia	159,428	1.8678%	\$13,909,478
.Bristol city, Virginia	16,762	0.1964%	\$1,462,420
.Buena Vista city, Virginia	6,478	0.0759%	\$565,181
.Charlottesville city, Virginia	47,266	0.5538%	\$4,123,776
.Chesapeake city, Virginia	244,835	2.8684%	\$21,360,910
.Colonial Heights city, Virginia	17,370	0.2035%	\$1,515,466
.Covington city, Virginia	5,538	0.0649%	\$483,169
.Danville city, Virginia	40,044	0.4691%	\$3,493,685
.Emporia city, Virginia	5,346	0.0626%	\$466,418
.Fairfax city, Virginia	24,019	0.2814%	\$2,095,565
.Falls Church city, Virginia	14,617	0.1712%	\$1,275,277
.Franklin city, Virginia	7,967	0.0933%	\$695,090
.Fredericksburg city, Virginia	29,036	0.3402%	\$2,533,279
.Galax city, Virginia	6,347	0.0744%	\$553,751
.Hampton city, Virginia	134,510	1.5759%	\$11,735,479
.Harrisonburg city, Virginia	53,016	0.6211%	\$4,625,442
.Hopewell city, Virginia	22,529	0.2639%	\$1,965,568
.Lexington city, Virginia	7,446	0.0872%	\$649,635
.Lynchburg city, Virginia	82,168	0.9627%	\$7,168,841
.Manassas city, Virginia	41,085	0.4813%	\$3,584,508
.Manassas Park city, Virginia	17,478	0.2048%	\$1,524,888
.Martinsville city, Virginia	12,554	0.1471%	\$1,095,288

.Newport News city, Virginia	179,225	2.0998%	\$15,636,690
.Norfolk city, Virginia	242,742	2.8439%	\$21,178,304
.Norton city, Virginia	3,981	0.0466%	\$347,327
.Petersburg city, Virginia	31,346	0.3672%	\$2,734,818
.Poquoson city, Virginia	12,271	0.1438%	\$1,070,597
.Portsmouth city, Virginia	94,398	1.1059%	\$8,235,862
.Radford city, Virginia	18,249	0.2138%	\$1,592,155
.Richmond city, Virginia	230,436	2.6997%	\$20,104,653
.Roanoke city, Virginia	99,143	1.1615%	\$8,649,844
.Salem city, Virginia	25,301	0.2964%	\$2,207,415
.Staunton city, Virginia	24,932	0.2921%	\$2,175,221
.Suffolk city, Virginia	92,108	1.0791%	\$8,036,068
.Virginia Beach city, Virginia	449,974	5.2718%	\$39,258,497
.Waynesboro city, Virginia	22,630	0.2651%	\$1,974,380
.Williamsburg city, Virginia	14,954	0.1752%	\$1,304,679
.Winchester city, Virginia	28,078	0.3290%	\$2,449,697
Total Funds Distributed (excludes Fairfax County)			\$644,573,383
Source: U.S. Census Bureau, Population Division			
Release Date: March 2020			

¹ **Note:** Percentages are displayed as rounded numbers, however, the distributions are calculated using the full values.

² **Note:** The total allocation base includes Fairfax County in order to correctly calculate the allocation for the remaining localities.

Guidance for State, Territorial, Local, and Tribal Governments Updated June 30, 2020¹

The purpose of this document is to provide guidance to recipients of the funding available under section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”). The CARES Act established the Coronavirus Relief Fund (the “Fund”) and appropriated \$150 billion to the Fund. Under the CARES Act, the Fund is to be used to make payments for specified uses to States and certain local governments; the District of Columbia and U.S. Territories (consisting of the Commonwealth of Puerto Rico, the United States Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands); and Tribal governments.

The CARES Act provides that payments from the Fund may only be used to cover costs that—

1. are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
2. were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government; and
3. were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.²

The guidance that follows sets forth the Department of the Treasury’s interpretation of these limitations on the permissible use of Fund payments.

Necessary expenditures incurred due to the public health emergency

The requirement that expenditures be incurred “due to” the public health emergency means that expenditures must be used for actions taken to respond to the public health emergency. These may include expenditures incurred to allow the State, territorial, local, or Tribal government to respond directly to the emergency, such as by addressing medical or public health needs, as well as expenditures incurred to respond to second-order effects of the emergency, such as by providing economic support to those suffering from employment or business interruptions due to COVID-19-related business closures.

Funds may not be used to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify under the statute. Although a broad range of uses is allowed, revenue replacement is not a permissible use of Fund payments.

The statute also specifies that expenditures using Fund payments must be “necessary.” The Department of the Treasury understands this term broadly to mean that the expenditure is reasonably necessary for its intended use in the reasonable judgment of the government officials responsible for spending Fund payments.

Costs not accounted for in the budget most recently approved as of March 27, 2020

The CARES Act also requires that payments be used only to cover costs that were not accounted for in the budget most recently approved as of March 27, 2020. A cost meets this requirement if either (a) the

¹ This version updates the guidance provided under “Costs incurred during the period that begins on March 1, 2020, and ends on December 30, 2020”.

² See Section 601(d) of the Social Security Act, as added by section 5001 of the CARES Act.

cost cannot lawfully be funded using a line item, allotment, or allocation within that budget *or* (b) the cost is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation.

The “most recently approved” budget refers to the enacted budget for the relevant fiscal period for the particular government, without taking into account subsequent supplemental appropriations enacted or other budgetary adjustments made by that government in response to the COVID-19 public health emergency. A cost is not considered to have been accounted for in a budget merely because it could be met using a budgetary stabilization fund, rainy day fund, or similar reserve account.

Costs incurred during the period that begins on March 1, 2020, and ends on December 30, 2020

Finally, the CARES Act provides that payments from the Fund may only be used to cover costs that were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020 (the “covered period”). Putting this requirement together with the other provisions discussed above, section 601(d) may be summarized as providing that a State, local, or tribal government may use payments from the Fund only to cover previously unbudgeted costs of necessary expenditures incurred due to the COVID-19 public health emergency during the covered period.

Initial guidance released on April 22, 2020, provided that the cost of an expenditure is incurred when the recipient has expended funds to cover the cost. Upon further consideration and informed by an understanding of State, local, and tribal government practices, Treasury is clarifying that for a cost to be considered to have been incurred, performance or delivery must occur during the covered period but payment of funds need not be made during that time (though it is generally expected that this will take place within 90 days of a cost being incurred). For instance, in the case of a lease of equipment or other property, irrespective of when payment occurs, the cost of a lease payment shall be considered to have been incurred for the period of the lease that is within the covered period, but not otherwise. Furthermore, in all cases it must be necessary that performance or delivery take place during the covered period. Thus the cost of a good or service received during the covered period will not be considered eligible under section 601(d) if there is no need for receipt until after the covered period has expired.

Goods delivered in the covered period need not be used during the covered period in all cases. For example, the cost of a good that must be delivered in December in order to be available for use in January could be covered using payments from the Fund. Additionally, the cost of goods purchased in bulk and delivered during the covered period may be covered using payments from the Fund if a portion of the goods is ordered for use in the covered period, the bulk purchase is consistent with the recipient’s usual procurement policies and practices, and it is impractical to track and record when the items were used. A recipient may use payments from the Fund to purchase a durable good that is to be used during the current period and in subsequent periods if the acquisition in the covered period was necessary due to the public health emergency.

Given that it is not always possible to estimate with precision when a good or service will be needed, the touchstone in assessing the determination of need for a good or service during the covered period will be reasonableness at the time delivery or performance was sought, *e.g.*, the time of entry into a procurement contract specifying a time for delivery. Similarly, in recognition of the likelihood of supply chain disruptions and increased demand for certain goods and services during the COVID-19 public health emergency, if a recipient enters into a contract requiring the delivery of goods or performance of services by December 30, 2020, the failure of a vendor to complete delivery or services by December 30, 2020, will not affect the ability of the recipient to use payments from the Fund to cover the cost of such goods or services if the delay is due to circumstances beyond the recipient’s control.

This guidance applies in a like manner to costs of subrecipients. Thus, a grant or loan, for example, provided by a recipient using payments from the Fund must be used by the subrecipient only to purchase (or reimburse a purchase of) goods or services for which receipt both is needed within the covered period and occurs within the covered period. The direct recipient of payments from the Fund is ultimately responsible for compliance with this limitation on use of payments from the Fund.

Nonexclusive examples of eligible expenditures

Eligible expenditures include, but are not limited to, payment for:

1. Medical expenses such as:
 - COVID-19-related expenses of public hospitals, clinics, and similar facilities.
 - Expenses of establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity, including related construction costs.
 - Costs of providing COVID-19 testing, including serological testing.
 - Emergency medical response expenses, including emergency medical transportation, related to COVID-19.
 - Expenses for establishing and operating public telemedicine capabilities for COVID-19-related treatment.
2. Public health expenses such as:
 - Expenses for communication and enforcement by State, territorial, local, and Tribal governments of public health orders related to COVID-19.
 - Expenses for acquisition and distribution of medical and protective supplies, including sanitizing products and personal protective equipment, for medical personnel, police officers, social workers, child protection services, and child welfare officers, direct service providers for older adults and individuals with disabilities in community settings, and other public health or safety workers in connection with the COVID-19 public health emergency.
 - Expenses for disinfection of public areas and other facilities, *e.g.*, nursing homes, in response to the COVID-19 public health emergency.
 - Expenses for technical assistance to local authorities or other entities on mitigation of COVID-19-related threats to public health and safety.
 - Expenses for public safety measures undertaken in response to COVID-19.
 - Expenses for quarantining individuals.
3. Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.
4. Expenses of actions to facilitate compliance with COVID-19-related public health measures, such as:
 - Expenses for food delivery to residents, including, for example, senior citizens and other vulnerable populations, to enable compliance with COVID-19 public health precautions.
 - Expenses to facilitate distance learning, including technological improvements, in connection with school closings to enable compliance with COVID-19 precautions.
 - Expenses to improve telework capabilities for public employees to enable compliance with COVID-19 public health precautions.

- Expenses of providing paid sick and paid family and medical leave to public employees to enable compliance with COVID-19 public health precautions.
 - COVID-19-related expenses of maintaining state prisons and county jails, including as relates to sanitation and improvement of social distancing measures, to enable compliance with COVID-19 public health precautions.
 - Expenses for care for homeless populations provided to mitigate COVID-19 effects and enable compliance with COVID-19 public health precautions.
5. Expenses associated with the provision of economic support in connection with the COVID-19 public health emergency, such as:
 - Expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures.
 - Expenditures related to a State, territorial, local, or Tribal government payroll support program.
 - Unemployment insurance costs related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise.
 6. Any other COVID-19-related expenses reasonably necessary to the function of government that satisfy the Fund's eligibility criteria.

Nonexclusive examples of ineligible expenditures³

The following is a list of examples of costs that would *not* be eligible expenditures of payments from the Fund.

1. Expenses for the State share of Medicaid.⁴
2. Damages covered by insurance.
3. Payroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency.
4. Expenses that have been or will be reimbursed under any federal program, such as the reimbursement by the federal government pursuant to the CARES Act of contributions by States to State unemployment funds.
5. Reimbursement to donors for donated items or services.
6. Workforce bonuses other than hazard pay or overtime.
7. Severance pay.
8. Legal settlements.

³ In addition, pursuant to section 5001(b) of the CARES Act, payments from the Fund may not be expended for an elective abortion or on research in which a human embryo is destroyed, discarded, or knowingly subjected to risk of injury or death. The prohibition on payment for abortions does not apply to an abortion if the pregnancy is the result of an act of rape or incest; or in the case where a woman suffers from a physical disorder, physical injury, or physical illness, including a life-endangering physical condition caused by or arising from the pregnancy itself, that would, as certified by a physician, place the woman in danger of death unless an abortion is performed.

Furthermore, no government which receives payments from the Fund may discriminate against a health care entity on the basis that the entity does not provide, pay for, provide coverage of, or refer for abortions.

⁴ See 42 C.F.R. § 433.51 and 45 C.F.R. § 75.306.

The content below was provided by the U.S. Department of the Treasury.

**Coronavirus Relief Fund
Frequently Asked Questions
Updated as of July 8, 2020**

The following answers to frequently asked questions supplement Treasury’s Coronavirus Relief Fund (“Fund”) Guidance for State, Territorial, Local, and Tribal Governments, dated April 22, 2020, (“Guidance”).¹ Amounts paid from the Fund are subject to the restrictions outlined in the Guidance and set forth in section 601(d) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”).

Eligible Expenditures

Are governments required to submit proposed expenditures to Treasury for approval?

No. Governments are responsible for making determinations as to what expenditures are necessary due to the public health emergency with respect to COVID-19 and do not need to submit any proposed expenditures to Treasury.

The Guidance says that funding can be used to meet payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency. How does a government determine whether payroll expenses for a given employee satisfy the “substantially dedicated” condition?

The Fund is designed to provide ready funding to address unforeseen financial needs and risks created by the COVID-19 public health emergency. For this reason, and as a matter of administrative convenience in light of the emergency nature of this program, a State, territorial, local, or Tribal government may presume that payroll costs for public health and public safety employees are payments for services substantially dedicated to mitigating or responding to the COVID-19 public health emergency, unless the chief executive (or equivalent) of the relevant government determines that specific circumstances indicate otherwise.

The Guidance says that a cost was not accounted for in the most recently approved budget if the cost is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation. What would qualify as a “substantially different use” for purposes of the Fund eligibility?

Costs incurred for a “substantially different use” include, but are not necessarily limited to, costs of personnel and services that were budgeted for in the most recently approved budget but which, due entirely to the COVID-19 public health emergency, have been diverted to substantially different functions. This would include, for example, the costs of redeploying corrections facility staff to enable compliance with COVID-19 public health precautions through work such as enhanced sanitation or enforcing social distancing measures; the costs of redeploying police to support management and enforcement of stay-at-home orders; or the costs of diverting educational support staff or faculty to develop online learning capabilities, such as through providing information technology support that is not part of the staff or faculty’s ordinary responsibilities.

Note that a public function does not become a “substantially different use” merely because it is provided from a different location or through a different manner. For example, although developing online instruction capabilities may be a substantially different use of funds, online instruction itself is not a substantially different use of public funds than classroom instruction.

¹ The Guidance is available at <https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>.

May a State receiving a payment transfer funds to a local government?

Yes, provided that the transfer qualifies as a necessary expenditure incurred due to the public health emergency and meets the other criteria of section 601(d) of the Social Security Act. Such funds would be subject to recoupment by the Treasury Department if they have not been used in a manner consistent with section 601(d) of the Social Security Act.

May a unit of local government receiving a Fund payment transfer funds to another unit of government?

Yes. For example, a county may transfer funds to a city, town, or school district within the county and a county or city may transfer funds to its State, provided that the transfer qualifies as a necessary expenditure incurred due to the public health emergency and meets the other criteria of section 601(d) of the Social Security Act outlined in the Guidance. For example, a transfer from a county to a constituent city would not be permissible if the funds were intended to be used simply to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify as an eligible expenditure.

Is a Fund payment recipient required to transfer funds to a smaller, constituent unit of government within its borders?

No. For example, a county recipient is not required to transfer funds to smaller cities within the county's borders.

Are recipients required to use other federal funds or seek reimbursement under other federal programs before using Fund payments to satisfy eligible expenses?

No. Recipients may use Fund payments for any expenses eligible under section 601(d) of the Social Security Act outlined in the Guidance. Fund payments are not required to be used as the source of funding of last resort. However, as noted below, recipients may not use payments from the Fund to cover expenditures for which they will receive reimbursement.

Are there prohibitions on combining a transaction supported with Fund payments with other CARES Act funding or COVID-19 relief Federal funding?

Recipients will need to consider the applicable restrictions and limitations of such other sources of funding. In addition, expenses that have been or will be reimbursed under any federal program, such as the reimbursement by the federal government pursuant to the CARES Act of contributions by States to State unemployment funds, are not eligible uses of Fund payments.

Are States permitted to use Fund payments to support state unemployment insurance funds generally?

To the extent that the costs incurred by a state unemployment insurance fund are incurred due to the COVID-19 public health emergency, a State may use Fund payments to make payments to its respective state unemployment insurance fund, separate and apart from such State's obligation to the unemployment insurance fund as an employer. This will permit States to use Fund payments to prevent expenses related to the public health emergency from causing their state unemployment insurance funds to become insolvent.

Are recipients permitted to use Fund payments to pay for unemployment insurance costs incurred by the recipient as an employer?

Yes, Fund payments may be used for unemployment insurance costs incurred by the recipient as an employer (for example, as a reimbursing employer) related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise.

The Guidance states that the Fund may support a “broad range of uses” including payroll expenses for several classes of employees whose services are “substantially dedicated to mitigating or responding to the COVID-19 public health emergency.” What are some examples of types of covered employees?

The Guidance provides examples of broad classes of employees whose payroll expenses would be eligible expenses under the Fund. These classes of employees include public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency. Payroll and benefit costs associated with public employees who could have been furloughed or otherwise laid off but who were instead repurposed to perform previously unbudgeted functions substantially dedicated to mitigating or responding to the COVID-19 public health emergency are also covered. Other eligible expenditures include payroll and benefit costs of educational support staff or faculty responsible for developing online learning capabilities necessary to continue educational instruction in response to COVID-19-related school closures. Please see the Guidance for a discussion of what is meant by an expense that was not accounted for in the budget most recently approved as of March 27, 2020.

In some cases, first responders and critical health care workers that contract COVID-19 are eligible for workers’ compensation coverage. Is the cost of this expanded workers compensation coverage eligible?

Increased workers compensation cost to the government due to the COVID-19 public health emergency incurred during the period beginning March 1, 2020, and ending December 30, 2020, is an eligible expense.

If a recipient would have decommissioned equipment or not renewed a lease on particular office space or equipment but decides to continue to use the equipment or to renew the lease in order to respond to the public health emergency, are the costs associated with continuing to operate the equipment or the ongoing lease payments eligible expenses?

Yes. To the extent the expenses were previously unbudgeted and are otherwise consistent with section 601(d) of the Social Security Act outlined in the Guidance, such expenses would be eligible.

May recipients provide stipends to employees for eligible expenses (for example, a stipend to employees to improve telework capabilities) rather than require employees to incur the eligible cost and submit for reimbursement?

Expenditures paid for with payments from the Fund must be limited to those that are necessary due to the public health emergency. As such, unless the government were to determine that providing assistance in the form of a stipend is an administrative necessity, the government should provide such assistance on a reimbursement basis to ensure as much as possible that funds are used to cover only eligible expenses.

May Fund payments be used for COVID-19 public health emergency recovery planning?

Yes. Expenses associated with conducting a recovery planning project or operating a recovery coordination office would be eligible, if the expenses otherwise meet the criteria set forth in section 601(d) of the Social Security Act outlined in the Guidance.

Are expenses associated with contract tracing eligible?

Yes, expenses associated with contract tracing are eligible.

To what extent may a government use Fund payments to support the operations of private hospitals?

Governments may use Fund payments to support public or private hospitals to the extent that the costs are necessary expenditures incurred due to the COVID-19 public health emergency, but the form such assistance would take may differ. In particular, financial assistance to private hospitals could take the form of a grant or a short-term loan.

May payments from the Fund be used to assist individuals with enrolling in a government benefit program for those who have been laid off due to COVID-19 and thereby lost health insurance?

Yes. To the extent that the relevant government official determines that these expenses are necessary and they meet the other requirements set forth in section 601(d) of the Social Security Act outlined in the Guidance, these expenses are eligible.

May recipients use Fund payments to facilitate livestock depopulation incurred by producers due to supply chain disruptions?

Yes, to the extent these efforts are deemed necessary for public health reasons or as a form of economic support as a result of the COVID-19 health emergency.

Would providing a consumer grant program to prevent eviction and assist in preventing homelessness be considered an eligible expense?

Yes, assuming that the recipient considers the grants to be a necessary expense incurred due to the COVID-19 public health emergency and the grants meet the other requirements for the use of Fund payments under section 601(d) of the Social Security Act outlined in the Guidance. As a general matter, providing assistance to recipients to enable them to meet property tax requirements would not be an eligible use of funds, but exceptions may be made in the case of assistance designed to prevent foreclosures.

May recipients create a “payroll support program” for public employees?

Use of payments from the Fund to cover payroll or benefits expenses of public employees are limited to those employees whose work duties are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

May recipients use Fund payments to cover employment and training programs for employees that have been furloughed due to the public health emergency?

Yes, this would be an eligible expense if the government determined that the costs of such employment and training programs would be necessary due to the public health emergency.

May recipients use Fund payments to provide emergency financial assistance to individuals and families directly impacted by a loss of income due to the COVID-19 public health emergency?

Yes, if a government determines such assistance to be a necessary expenditure. Such assistance could include, for example, a program to assist individuals with payment of overdue rent or mortgage payments to avoid eviction or foreclosure or unforeseen financial costs for funerals and other emergency individual needs. Such assistance should be structured in a manner to ensure as much as possible, within the realm of what is administratively feasible, that such assistance is necessary.

The Guidance provides that eligible expenditures may include expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures. What is meant by a “small business,” and is the Guidance intended to refer only to expenditures to cover administrative expenses of such a grant program?

Governments have discretion to determine what payments are necessary. A program that is aimed at assisting small businesses with the costs of business interruption caused by required closures should be tailored to assist those businesses in need of such assistance. The amount of a grant to a small business to reimburse the costs of business interruption caused by required closures would also be an eligible expenditure under section 601(d) of the Social Security Act, as outlined in the Guidance.

The Guidance provides that expenses associated with the provision of economic support in connection with the public health emergency, such as expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures, would constitute eligible expenditures of Fund payments. Would such expenditures be eligible in the absence of a stay-at-home order?

Fund payments may be used for economic support in the absence of a stay-at-home order if such expenditures are determined by the government to be necessary. This may include, for example, a grant program to benefit small businesses that close voluntarily to promote social distancing measures or that are affected by decreased customer demand as a result of the COVID-19 public health emergency.

May Fund payments be used to assist impacted property owners with the payment of their property taxes?

Fund payments may not be used for government revenue replacement, including the provision of assistance to meet tax obligations.

May Fund payments be used to replace foregone utility fees? If not, can Fund payments be used as a direct subsidy payment to all utility account holders?

Fund payments may not be used for government revenue replacement, including the replacement of unpaid utility fees. Fund payments may be used for subsidy payments to electricity account holders to the extent that the subsidy payments are deemed by the recipient to be necessary expenditures incurred due to the COVID-19 public health emergency and meet the other criteria of section 601(d) of the Social Security Act outlined in the Guidance. For example, if determined to be a necessary expenditure, a government could provide grants to individuals facing economic hardship to allow them to pay their utility fees and thereby continue to receive essential services.

Could Fund payments be used for capital improvement projects that broadly provide potential economic development in a community?

In general, no. If capital improvement projects are not necessary expenditures incurred due to the COVID-19 public health emergency, then Fund payments may not be used for such projects.

However, Fund payments may be used for the expenses of, for example, establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity or improve mitigation measures, including related construction costs.

The Guidance includes workforce bonuses as an example of ineligible expenses but provides that hazard pay would be eligible if otherwise determined to be a necessary expense. Is there a specific definition of “hazard pay”?

Hazard pay means additional pay for performing hazardous duty or work involving physical hardship, in each case that is related to COVID-19.

The Guidance provides that ineligible expenditures include “[p]ayroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency.” Is this intended to relate only to public employees?

Yes. This particular nonexclusive example of an ineligible expenditure relates to public employees. A recipient would not be permitted to pay for payroll or benefit expenses of private employees and any financial assistance (such as grants or short-term loans) to private employers are not subject to the restriction that the private employers’ employees must be substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

May counties pre-pay with CARES Act funds for expenses such as a one or two-year facility lease, such as to house staff hired in response to COVID-19?

A government should not make prepayments on contracts using payments from the Fund to the extent that doing so would not be consistent with its ordinary course policies and procedures.

Must a stay-at-home order or other public health mandate be in effect in order for a government to provide assistance to small businesses using payments from the Fund?

No. The Guidance provides, as an example of an eligible use of payments from the Fund, expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures. Such assistance may be provided using amounts received from the Fund in the absence of a requirement to close businesses if the relevant government determines that such expenditures are necessary in response to the public health emergency.

Should States receiving a payment transfer funds to local governments that did not receive payments directly from Treasury?

Yes, provided that the transferred funds are used by the local government for eligible expenditures under the statute. To facilitate prompt distribution of Title V funds, the CARES Act authorized Treasury to make direct payments to local governments with populations in excess of 500,000, in amounts equal to 45% of the local government's per capita share of the statewide allocation. This statutory structure was based on a recognition that it is more administratively feasible to rely on States, rather than the federal government, to manage the transfer of funds to smaller local governments. Consistent with the needs of all local governments for funding to address the public health emergency, States should transfer funds to local governments with populations of 500,000 or less, using as a benchmark the per capita allocation formula that governs payments to larger local governments. This approach will ensure equitable treatment among local governments of all sizes.

For example, a State received the minimum \$1.25 billion allocation and had one county with a population over 500,000 that received \$250 million directly. The State should distribute 45 percent of the \$1 billion it received, or \$450 million, to local governments within the State with a population of 500,000 or less.

May a State impose restrictions on transfers of funds to local governments?

Yes, to the extent that the restrictions facilitate the State's compliance with the requirements set forth in section 601(d) of the Social Security Act outlined in the Guidance and other applicable requirements such as the Single Audit Act, discussed below. Other restrictions are not permissible.

If a recipient must issue tax anticipation notes (TANs) to make up for tax due date deferrals or revenue shortfalls, are the expenses associated with the issuance eligible uses of Fund payments?

If a government determines that the issuance of TANs is necessary due to the COVID-19 public health emergency, the government may expend payments from the Fund on the interest expense payable on TANs by the borrower and unbudgeted administrative and transactional costs, such as necessary payments to advisors and underwriters, associated with the issuance of the TANs.

May recipients use Fund payments to expand rural broadband capacity to assist with distance learning and telework?

Such expenditures would only be permissible if they are necessary for the public health emergency. The cost of projects that would not be expected to increase capacity to a significant extent until the need for distance learning and telework have passed due to this public health emergency would not be necessary due to the public health emergency and thus would not be eligible uses of Fund payments.

Are costs associated with increased solid waste capacity an eligible use of payments from the Fund?

Yes, costs to address increase in solid waste as a result of the public health emergency, such as relates to the disposal of used personal protective equipment, would be an eligible expenditure.

May payments from the Fund be used to cover across-the-board hazard pay for employees working during a state of emergency?

No. The Guidance says that funding may be used to meet payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency. Hazard pay is a form of payroll expense and is subject to this limitation, so Fund payments may only be used to cover hazard pay for such individuals.

May Fund payments be used for expenditures related to the administration of Fund payments by a State, territorial, local, or Tribal government?

Yes, if the administrative expenses represent an increase over previously budgeted amounts and are limited to what is necessary. For example, a State may expend Fund payments on necessary administrative expenses incurred with respect to a new grant program established to disburse amounts received from the Fund.

May recipients use Fund payments to provide loans?

Yes, if the loans otherwise qualify as eligible expenditures under section 601(d) of the Social Security Act as implemented by the Guidance. Any amounts repaid by the borrower before December 30, 2020, must be either returned to Treasury upon receipt by the unit of government providing the loan or used for another expense that qualifies as an eligible expenditure under section 601(d) of the Social Security Act. Any amounts not repaid by the borrower until after December 30, 2020, must be returned to Treasury upon receipt by the unit of government lending the funds.

May Fund payments be used for expenditures necessary to prepare for a future COVID-19 outbreak?

Fund payments may be used only for expenditures necessary to address the current COVID-19 public health emergency. For example, a State may spend Fund payments to create a reserve of personal protective equipment or develop increased intensive care unit capacity to support regions in its jurisdiction not yet affected, but likely to be impacted by the current COVID-19 pandemic.

May funds be used to satisfy non-federal matching requirements under the Stafford Act?

Yes, payments from the Fund may be used to meet the non-federal matching requirements for Stafford Act assistance to the extent such matching requirements entail COVID-19-related costs that otherwise satisfy the Fund's eligibility criteria and the Stafford Act. Regardless of the use of Fund payments for such purposes, FEMA funding is still dependent on FEMA's determination of eligibility under the Stafford Act.

Must a State, local, or tribal government require applications to be submitted by businesses or individuals before providing assistance using payments from the Fund?

Governments have discretion to determine how to tailor assistance programs they establish in response to the COVID-19 public health emergency. However, such a program should be structured in such a manner as will ensure that such assistance is determined to be necessary in response to the COVID-19 public health emergency and otherwise satisfies the requirements of the CARES Act and other applicable law. For example, a per capita payment to residents of a particular jurisdiction without an assessment of individual need would not be an appropriate use of payments from the Fund.

May Fund payments be provided to non-profits for distribution to individuals in need of financial assistance, such as rent relief?

Yes, non-profits may be used to distribute assistance. Regardless of how the assistance is structured, the financial assistance provided would have to be related to COVID-19.

May recipients use Fund payments to remarket the recipient's convention facilities and tourism industry?

Yes, if the costs of such remarketing satisfy the requirements of the CARES Act. Expenses incurred to publicize the resumption of activities and steps taken to ensure a safe experience may be needed due to

the public health emergency. Expenses related to developing a long-term plan to reposition a recipient's convention and tourism industry and infrastructure would not be incurred due to the public health emergency and therefore may not be covered using payments from the Fund.

May a State provide assistance to farmers and meat processors to expand capacity, such to cover overtime for USDA meat inspectors?

If a State determines that expanding meat processing capacity, including by paying overtime to USDA meat inspectors, is a necessary expense incurred due to the public health emergency, such as if increased capacity is necessary to allow farmers and processors to donate meat to food banks, then such expenses are eligible expenses, provided that the expenses satisfy the other requirements set forth in section 601(d) of the Social Security Act outlined in the Guidance.

The guidance provides that funding may be used to meet payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency. May Fund payments be used to cover such an employee's entire payroll cost or just the portion of time spent on mitigating or responding to the COVID-19 public health emergency?

As a matter of administrative convenience, the entire payroll cost of an employee whose time is substantially dedicated to mitigating or responding to the COVID-19 public health emergency is eligible, provided that such payroll costs are incurred by December 30, 2020. An employer may also track time spent by employees related to COVID-19 and apply Fund payments on that basis but would need to do so consistently within the relevant agency or department.

May Fund payments be used to cover increased administrative leave costs of public employees who could not telework in the event of a stay at home order or a case of COVID-19 in the workplace?

The statute requires that payments be used only to cover costs that were not accounted for in the budget most recently approved as of March 27, 2020. As stated in the Guidance, a cost meets this requirement if either (a) the cost cannot lawfully be funded using a line item, allotment, or allocation within that budget or (b) the cost is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation. If the cost of an employee was allocated to administrative leave to a greater extent than was expected, the cost of such administrative leave may be covered using payments from the Fund.

Questions Related to Administration of Fund Payments

Do governments have to return unspent funds to Treasury?

Yes. Section 601(f)(2) of the Social Security Act, as added by section 5001(a) of the CARES Act, provides for recoupment by the Department of the Treasury of amounts received from the Fund that have not been used in a manner consistent with section 601(d) of the Social Security Act. If a government has not used funds it has received to cover costs that were incurred by December 30, 2020, as required by the statute, those funds must be returned to the Department of the Treasury.

What records must be kept by governments receiving payment?

A government should keep records sufficient to demonstrate that the amount of Fund payments to the government has been used in accordance with section 601(d) of the Social Security Act.

May recipients deposit Fund payments into interest bearing accounts?

Yes, provided that if recipients separately invest amounts received from the Fund, they must use the interest earned or other proceeds of these investments only to cover expenditures incurred in accordance with section 601(d) of the Social Security Act and the Guidance on eligible expenses. If a government deposits Fund payments in a government's general account, it may use those funds to meet immediate cash management needs provided that the full amount of the payment is used to cover necessary expenditures. Fund payments are not subject to the Cash Management Improvement Act of 1990, as amended.

May governments retain assets purchased with payments from the Fund?

Yes, if the purchase of the asset was consistent with the limitations on the eligible use of funds provided by section 601(d) of the Social Security Act.

What rules apply to the proceeds of disposition or sale of assets acquired using payments from the Fund?

If such assets are disposed of prior to December 30, 2020, the proceeds would be subject to the restrictions on the eligible use of payments from the Fund provided by section 601(d) of the Social Security Act.

Are Fund payments to State, territorial, local, and tribal governments considered grants?

No. Fund payments made by Treasury to State, territorial, local, and Tribal governments are not considered to be grants but are "other financial assistance" under 2 C.F.R. § 200.40.

Are Fund payments considered federal financial assistance for purposes of the Single Audit Act?

Yes, Fund payments are considered to be federal financial assistance subject to the Single Audit Act (31 U.S.C. §§ 7501-7507) and the related provisions of the Uniform Guidance, 2 C.F.R. § 200.303 regarding internal controls, §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements.

Are Fund payments subject to other requirements of the Uniform Guidance?

Fund payments are subject to the following requirements in the Uniform Guidance (2 C.F.R. Part 200): 2 C.F.R. § 200.303 regarding internal controls, 2 C.F.R. §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements.

Is there a Catalog of Federal Domestic Assistance (CFDA) number assigned to the Fund?

Yes. The CFDA number assigned to the Fund is 21.019.

If a State transfers Fund payments to its political subdivisions, would the transferred funds count toward the subrecipients' total funding received from the federal government for purposes of the Single Audit Act?

Yes. The Fund payments to subrecipients would count toward the threshold of the Single Audit Act and 2 C.F.R. part 200, subpart F re: audit requirements. Subrecipients are subject to a single audit or program-

specific audit pursuant to 2 C.F.R. § 200.501(a) when the subrecipients spend \$750,000 or more in federal awards during their fiscal year.

Are recipients permitted to use payments from the Fund to cover the expenses of an audit conducted under the Single Audit Act?

Yes, such expenses would be eligible expenditures, subject to the limitations set forth in 2 C.F.R. § 200.425.

If a government has transferred funds to another entity, from which entity would the Treasury Department seek to recoup the funds if they have not been used in a manner consistent with section 601(d) of the Social Security Act?

The Treasury Department would seek to recoup the funds from the government that received the payment directly from the Treasury Department. State, territorial, local, and Tribal governments receiving funds from Treasury should ensure that funds transferred to other entities, whether pursuant to a grant program or otherwise, are used in accordance with section 601(d) of the Social Security Act as implemented in the Guidance.

Appendix D: Certification for Use of Coronavirus Relief Fund

Note: Provided for reference only - download a fillable .pdf copy of this form from the Secretary of Finance's Website under "Recent News" at: <http://finance.virginia.gov/>

**CERTIFICATION for RECEIPT of
CORONAVIRUS RELIEF FUND PAYMENTS
by
INSERT NAME OF LOCAL GOVERNMENT**

We the undersigned represent insert name of local government (the locality), and we certify that:

1. we have the authority to request direct payment on behalf of the locality from the Commonwealth of Virginia of revenues from the Coronavirus Relief Fund (CRF) pursuant to section 601(b) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act, Pub. L. No. 116-136, div. A, Title V (Mar. 27, 2020).
2. we understand that the Commonwealth of Virginia will rely on this certification as a material representation in making a direct payment to the locality.
3. the locality 's proposed uses of the funds received as direct payment from the Commonwealth of Virginia under section 601(b) of the Social Security Act will be used only to cover those costs that:
 - a. are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
 - b. were not accounted for in the budget most recently approved as of March 27, 2020, for the locality; and
 - c. were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.
4. any funds that are not expended or that will not be expended on necessary expenditures on or before December 30, 2020, by the locality or its grantee(s), must be returned to Commonwealth of Virginia no later than December 30, 2020, and that the Commonwealth of Virginia is entitled to invoke state aid intercept to recover any such unexpended funds that have not been returned to the Commonwealth within 30 days of December 30, 2020.
5. we understand that the locality will not receive continued funding beyond December 30, 2020, from any source to continue paying expenses or providing services that were initiated or previously supported from CRF funds prior to December 30, 2020.
6. funds received as a direct payment from the Commonwealth of Virginia pursuant to this certification must adhere to official federal guidance issued or to be issued regarding what constitutes a necessary expenditure.
7. any CRF funds expended by the locality or its grantee(s) in any manner that does not adhere to official federal guidance shall be returned to the Commonwealth of Virginia within 30 days of a finding that the expenditure is disallowed, and that the Commonwealth of Virginia is entitled to

invoke state aid intercept to recover any and all such funds that are not repaid within 30 days of a finding that the expenditure is disallowed.

8. as a condition of receiving the CRF funds pursuant to this certification, the locality shall retain documentation of all uses of the funds, including but not limited to payroll time records, invoices, and/or sales receipts. Such documentation shall be produced to the Commonwealth of Virginia upon request.
9. the locality must maintain proper accounting records to segregate these expenditures from those supported by other fund sources and that all such records will be subject to audit.
10. any funds provided pursuant to this certification cannot be used as a revenue replacement for lower than expected revenue collections from taxes, fees, or any other revenue source.
11. any CRF funds received pursuant to this certification will not be used for expenditures for which the locality has received funds from any other emergency COVID-19 supplemental funding (whether state, federal, or private in nature) for that same expense nor may CRF funds be used for purposes of matching other federal funds unless specifically authorized by federal statute, regulation, or guideline.

For counties only

12. an equitable share of CRF funds received pursuant to this certification shall be shared with and granted to each town within its jurisdiction. Such grant(s) shall be used solely for necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19), that were not accounted for in the budget most recently approved as of March 27, 2020, and that were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020. The county issuing the grant is responsible for the ensuring compliance with the documentation requirements required by this certification and shall ensure that the use of the funds meets the requirements set forth in this certification.

We certify that we have read the above certification and our statements contained herein are true and correct to the best of our knowledge.

By: _____	By: _____	By: _____
Signature: _____	Signature: _____	Signature: _____
Title: _____	Title: _____	Title: _____
Date: _____	Date: _____	Date: _____

**Coronavirus Relief Fund
Frequently Asked Questions
Updated as of August 10, 2020¹**

The following answers to frequently asked questions supplement Treasury’s Coronavirus Relief Fund (“Fund”) Guidance for State, Territorial, Local, and Tribal Governments, dated April 22, 2020, (“Guidance”).² Amounts paid from the Fund are subject to the restrictions outlined in the Guidance and set forth in section 601(d) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”).

A. Eligible Expenditures

1. *Are governments required to submit proposed expenditures to Treasury for approval?*

No. Governments are responsible for making determinations as to what expenditures are necessary due to the public health emergency with respect to COVID-19 and do not need to submit any proposed expenditures to Treasury.

2. *The Guidance says that funding can be used to meet payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency. How does a government determine whether payroll expenses for a given employee satisfy the “substantially dedicated” condition?*

The Fund is designed to provide ready funding to address unforeseen financial needs and risks created by the COVID-19 public health emergency. For this reason, and as a matter of administrative convenience in light of the emergency nature of this program, a State, territorial, local, or Tribal government may presume that payroll costs for public health and public safety employees are payments for services substantially dedicated to mitigating or responding to the COVID-19 public health emergency, unless the chief executive (or equivalent) of the relevant government determines that specific circumstances indicate otherwise.

3. *The Guidance says that a cost was not accounted for in the most recently approved budget if the cost is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation. What would qualify as a “substantially different use” for purposes of the Fund eligibility?*

Costs incurred for a “substantially different use” include, but are not necessarily limited to, costs of personnel and services that were budgeted for in the most recently approved budget but which, due entirely to the COVID-19 public health emergency, have been diverted to substantially different functions. This would include, for example, the costs of redeploying corrections facility staff to enable compliance with COVID-19 public health precautions through work such as enhanced sanitation or enforcing social distancing measures; the costs of redeploying police to support management and enforcement of stay-at-home orders; or the costs of diverting educational support staff or faculty to develop online learning capabilities, such as through providing information technology support that is not part of the staff or faculty’s ordinary responsibilities.

¹ On August 10, 2020, these Frequently Asked Questions were revised to add Questions 49–52. The previous revision was made on July 8.

² The Guidance is available at <https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>.

Note that a public function does not become a “substantially different use” merely because it is provided from a different location or through a different manner. For example, although developing online instruction capabilities may be a substantially different use of funds, online instruction itself is not a substantially different use of public funds than classroom instruction.

4. *May a State receiving a payment transfer funds to a local government?*

Yes, provided that the transfer qualifies as a necessary expenditure incurred due to the public health emergency and meets the other criteria of section 601(d) of the Social Security Act. Such funds would be subject to recoupment by the Treasury Department if they have not been used in a manner consistent with section 601(d) of the Social Security Act.

5. *May a unit of local government receiving a Fund payment transfer funds to another unit of government?*

Yes. For example, a county may transfer funds to a city, town, or school district within the county and a county or city may transfer funds to its State, provided that the transfer qualifies as a necessary expenditure incurred due to the public health emergency and meets the other criteria of section 601(d) of the Social Security Act outlined in the Guidance. For example, a transfer from a county to a constituent city would not be permissible if the funds were intended to be used simply to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify as an eligible expenditure.

6. *Is a Fund payment recipient required to transfer funds to a smaller, constituent unit of government within its borders?*

No. For example, a county recipient is not required to transfer funds to smaller cities within the county’s borders.

7. *Are recipients required to use other federal funds or seek reimbursement under other federal programs before using Fund payments to satisfy eligible expenses?*

No. Recipients may use Fund payments for any expenses eligible under section 601(d) of the Social Security Act outlined in the Guidance. Fund payments are not required to be used as the source of funding of last resort. However, as noted below, recipients may not use payments from the Fund to cover expenditures for which they will receive reimbursement.

8. *Are there prohibitions on combining a transaction supported with Fund payments with other CARES Act funding or COVID-19 relief Federal funding?*

Recipients will need to consider the applicable restrictions and limitations of such other sources of funding. In addition, expenses that have been or will be reimbursed under any federal program, such as the reimbursement by the federal government pursuant to the CARES Act of contributions by States to State unemployment funds, are not eligible uses of Fund payments.

9. *Are States permitted to use Fund payments to support state unemployment insurance funds generally?*

To the extent that the costs incurred by a state unemployment insurance fund are incurred due to the COVID-19 public health emergency, a State may use Fund payments to make payments to its respective state unemployment insurance fund, separate and apart from such State's obligation to the unemployment insurance fund as an employer. This will permit States to use Fund payments to prevent expenses related to the public health emergency from causing their state unemployment insurance funds to become insolvent.

10. *Are recipients permitted to use Fund payments to pay for unemployment insurance costs incurred by the recipient as an employer?*

Yes, Fund payments may be used for unemployment insurance costs incurred by the recipient as an employer (for example, as a reimbursing employer) related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise.

11. *The Guidance states that the Fund may support a "broad range of uses" including payroll expenses for several classes of employees whose services are "substantially dedicated to mitigating or responding to the COVID-19 public health emergency." What are some examples of types of covered employees?*

The Guidance provides examples of broad classes of employees whose payroll expenses would be eligible expenses under the Fund. These classes of employees include public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency. Payroll and benefit costs associated with public employees who could have been furloughed or otherwise laid off but who were instead repurposed to perform previously unbudgeted functions substantially dedicated to mitigating or responding to the COVID-19 public health emergency are also covered. Other eligible expenditures include payroll and benefit costs of educational support staff or faculty responsible for developing online learning capabilities necessary to continue educational instruction in response to COVID-19-related school closures. Please see the Guidance for a discussion of what is meant by an expense that was not accounted for in the budget most recently approved as of March 27, 2020.

12. *In some cases, first responders and critical health care workers that contract COVID-19 are eligible for workers' compensation coverage. Is the cost of this expanded workers compensation coverage eligible?*

Increased workers compensation cost to the government due to the COVID-19 public health emergency incurred during the period beginning March 1, 2020, and ending December 30, 2020, is an eligible expense.

13. *If a recipient would have decommissioned equipment or not renewed a lease on particular office space or equipment but decides to continue to use the equipment or to renew the lease in order to respond to the public health emergency, are the costs associated with continuing to operate the equipment or the ongoing lease payments eligible expenses?*

Yes. To the extent the expenses were previously unbudgeted and are otherwise consistent with section 601(d) of the Social Security Act outlined in the Guidance, such expenses would be eligible.

14. *May recipients provide stipends to employees for eligible expenses (for example, a stipend to employees to improve telework capabilities) rather than require employees to incur the eligible cost and submit for reimbursement?*

Expenditures paid for with payments from the Fund must be limited to those that are necessary due to the public health emergency. As such, unless the government were to determine that providing assistance in the form of a stipend is an administrative necessity, the government should provide such assistance on a reimbursement basis to ensure as much as possible that funds are used to cover only eligible expenses.

15. *May Fund payments be used for COVID-19 public health emergency recovery planning?*

Yes. Expenses associated with conducting a recovery planning project or operating a recovery coordination office would be eligible, if the expenses otherwise meet the criteria set forth in section 601(d) of the Social Security Act outlined in the Guidance.

16. *Are expenses associated with contact tracing eligible?*

Yes, expenses associated with contact tracing are eligible.

17. *To what extent may a government use Fund payments to support the operations of private hospitals?*

Governments may use Fund payments to support public or private hospitals to the extent that the costs are necessary expenditures incurred due to the COVID-19 public health emergency, but the form such assistance would take may differ. In particular, financial assistance to private hospitals could take the form of a grant or a short-term loan.

18. *May payments from the Fund be used to assist individuals with enrolling in a government benefit program for those who have been laid off due to COVID-19 and thereby lost health insurance?*

Yes. To the extent that the relevant government official determines that these expenses are necessary and they meet the other requirements set forth in section 601(d) of the Social Security Act outlined in the Guidance, these expenses are eligible.

19. *May recipients use Fund payments to facilitate livestock depopulation incurred by producers due to supply chain disruptions?*

Yes, to the extent these efforts are deemed necessary for public health reasons or as a form of economic support as a result of the COVID-19 health emergency.

20. *Would providing a consumer grant program to prevent eviction and assist in preventing homelessness be considered an eligible expense?*

Yes, assuming that the recipient considers the grants to be a necessary expense incurred due to the COVID-19 public health emergency and the grants meet the other requirements for the use of Fund payments under section 601(d) of the Social Security Act outlined in the Guidance. As a general matter, providing assistance to recipients to enable them to meet property tax requirements would not be an eligible use of funds, but exceptions may be made in the case of assistance designed to prevent foreclosures.

21. *May recipients create a “payroll support program” for public employees?*

Use of payments from the Fund to cover payroll or benefits expenses of public employees are limited to those employees whose work duties are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

22. *May recipients use Fund payments to cover employment and training programs for employees that have been furloughed due to the public health emergency?*

Yes, this would be an eligible expense if the government determined that the costs of such employment and training programs would be necessary due to the public health emergency.

23. *May recipients use Fund payments to provide emergency financial assistance to individuals and families directly impacted by a loss of income due to the COVID-19 public health emergency?*

Yes, if a government determines such assistance to be a necessary expenditure. Such assistance could include, for example, a program to assist individuals with payment of overdue rent or mortgage payments to avoid eviction or foreclosure or unforeseen financial costs for funerals and other emergency individual needs. Such assistance should be structured in a manner to ensure as much as possible, within the realm of what is administratively feasible, that such assistance is necessary.

24. *The Guidance provides that eligible expenditures may include expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures. What is meant by a “small business,” and is the Guidance intended to refer only to expenditures to cover administrative expenses of such a grant program?*

Governments have discretion to determine what payments are necessary. A program that is aimed at assisting small businesses with the costs of business interruption caused by required closures should be tailored to assist those businesses in need of such assistance. The amount of a grant to a small business to reimburse the costs of business interruption caused by required closures would also be an eligible expenditure under section 601(d) of the Social Security Act, as outlined in the Guidance.

25. *The Guidance provides that expenses associated with the provision of economic support in connection with the public health emergency, such as expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures, would constitute eligible expenditures of Fund payments. Would such expenditures be eligible in the absence of a stay-at-home order?*

Fund payments may be used for economic support in the absence of a stay-at-home order if such expenditures are determined by the government to be necessary. This may include, for example, a grant program to benefit small businesses that close voluntarily to promote social distancing measures or that are affected by decreased customer demand as a result of the COVID-19 public health emergency.

26. *May Fund payments be used to assist impacted property owners with the payment of their property taxes?*

Fund payments may not be used for government revenue replacement, including the provision of assistance to meet tax obligations.

27. *May Fund payments be used to replace foregone utility fees? If not, can Fund payments be used as a direct subsidy payment to all utility account holders?*

Fund payments may not be used for government revenue replacement, including the replacement of unpaid utility fees. Fund payments may be used for subsidy payments to electricity account holders to the extent that the subsidy payments are deemed by the recipient to be necessary expenditures incurred due to the COVID-19 public health emergency and meet the other criteria of section 601(d) of the Social Security Act outlined in the Guidance. For example, if determined to be a necessary expenditure, a government could provide grants to individuals facing economic hardship to allow them to pay their utility fees and thereby continue to receive essential services.

28. *Could Fund payments be used for capital improvement projects that broadly provide potential economic development in a community?*

In general, no. If capital improvement projects are not necessary expenditures incurred due to the COVID-19 public health emergency, then Fund payments may not be used for such projects.

However, Fund payments may be used for the expenses of, for example, establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity or improve mitigation measures, including related construction costs.

29. *The Guidance includes workforce bonuses as an example of ineligible expenses but provides that hazard pay would be eligible if otherwise determined to be a necessary expense. Is there a specific definition of “hazard pay”?*

Hazard pay means additional pay for performing hazardous duty or work involving physical hardship, in each case that is related to COVID-19.

30. *The Guidance provides that ineligible expenditures include “[p]ayroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency.” Is this intended to relate only to public employees?*

Yes. This particular nonexclusive example of an ineligible expenditure relates to public employees. A recipient would not be permitted to pay for payroll or benefit expenses of private employees and any financial assistance (such as grants or short-term loans) to private employers are not subject to the restriction that the private employers’ employees must be substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

31. *May counties pre-pay with CARES Act funds for expenses such as a one or two-year facility lease, such as to house staff hired in response to COVID-19?*

A government should not make prepayments on contracts using payments from the Fund to the extent that doing so would not be consistent with its ordinary course policies and procedures.

32. *Must a stay-at-home order or other public health mandate be in effect in order for a government to provide assistance to small businesses using payments from the Fund?*

No. The Guidance provides, as an example of an eligible use of payments from the Fund, expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures. Such assistance may be provided using amounts received from the Fund in the absence of a requirement to close businesses if the relevant government determines that such expenditures are necessary in response to the public health emergency.

33. *Should States receiving a payment transfer funds to local governments that did not receive payments directly from Treasury?*

Yes, provided that the transferred funds are used by the local government for eligible expenditures under the statute. To facilitate prompt distribution of Title V funds, the CARES Act authorized Treasury to make direct payments to local governments with populations in excess of 500,000, in amounts equal to 45% of the local government's per capita share of the statewide allocation. This statutory structure was based on a recognition that it is more administratively feasible to rely on States, rather than the federal government, to manage the transfer of funds to smaller local governments. Consistent with the needs of all local governments for funding to address the public health emergency, States should transfer funds to local governments with populations of 500,000 or less, using as a benchmark the per capita allocation formula that governs payments to larger local governments. This approach will ensure equitable treatment among local governments of all sizes.

For example, a State received the minimum \$1.25 billion allocation and had one county with a population over 500,000 that received \$250 million directly. The State should distribute 45 percent of the \$1 billion it received, or \$450 million, to local governments within the State with a population of 500,000 or less.

34. *May a State impose restrictions on transfers of funds to local governments?*

Yes, to the extent that the restrictions facilitate the State's compliance with the requirements set forth in section 601(d) of the Social Security Act outlined in the Guidance and other applicable requirements such as the Single Audit Act, discussed below. Other restrictions are not permissible.

35. *If a recipient must issue tax anticipation notes (TANs) to make up for tax due date deferrals or revenue shortfalls, are the expenses associated with the issuance eligible uses of Fund payments?*

If a government determines that the issuance of TANs is necessary due to the COVID-19 public health emergency, the government may expend payments from the Fund on the interest expense payable on TANs by the borrower and unbudgeted administrative and transactional costs, such as necessary payments to advisors and underwriters, associated with the issuance of the TANs.

36. *May recipients use Fund payments to expand rural broadband capacity to assist with distance learning and telework?*

Such expenditures would only be permissible if they are necessary for the public health emergency. The cost of projects that would not be expected to increase capacity to a significant extent until the need for distance learning and telework have passed due to this public health emergency would not be necessary due to the public health emergency and thus would not be eligible uses of Fund payments.

37. *Are costs associated with increased solid waste capacity an eligible use of payments from the Fund?*

Yes, costs to address increase in solid waste as a result of the public health emergency, such as relates to the disposal of used personal protective equipment, would be an eligible expenditure.

38. *May payments from the Fund be used to cover across-the-board hazard pay for employees working during a state of emergency?*

No. The Guidance says that funding may be used to meet payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency. Hazard pay is a form of payroll expense and is subject to this limitation, so Fund payments may only be used to cover hazard pay for such individuals.

39. *May Fund payments be used for expenditures related to the administration of Fund payments by a State, territorial, local, or Tribal government?*

Yes, if the administrative expenses represent an increase over previously budgeted amounts and are limited to what is necessary. For example, a State may expend Fund payments on necessary administrative expenses incurred with respect to a new grant program established to disburse amounts received from the Fund.

40. *May recipients use Fund payments to provide loans?*

Yes, if the loans otherwise qualify as eligible expenditures under section 601(d) of the Social Security Act as implemented by the Guidance. Any amounts repaid by the borrower before December 30, 2020, must be either returned to Treasury upon receipt by the unit of government providing the loan or used for another expense that qualifies as an eligible expenditure under section 601(d) of the Social Security Act. Any amounts not repaid by the borrower until after December 30, 2020, must be returned to Treasury upon receipt by the unit of government lending the funds.

41. *May Fund payments be used for expenditures necessary to prepare for a future COVID-19 outbreak?*

Fund payments may be used only for expenditures necessary to address the current COVID-19 public health emergency. For example, a State may spend Fund payments to create a reserve of personal protective equipment or develop increased intensive care unit capacity to support regions in its jurisdiction not yet affected, but likely to be impacted by the current COVID-19 pandemic.

42. *May funds be used to satisfy non-federal matching requirements under the Stafford Act?*

Yes, payments from the Fund may be used to meet the non-federal matching requirements for Stafford Act assistance to the extent such matching requirements entail COVID-19-related costs that otherwise satisfy the Fund's eligibility criteria and the Stafford Act. Regardless of the use of Fund payments for such purposes, FEMA funding is still dependent on FEMA's determination of eligibility under the Stafford Act.

43. *Must a State, local, or tribal government require applications to be submitted by businesses or individuals before providing assistance using payments from the Fund?*

Governments have discretion to determine how to tailor assistance programs they establish in response to the COVID-19 public health emergency. However, such a program should be structured in such a manner as will ensure that such assistance is determined to be necessary in response to the COVID-19 public health emergency and otherwise satisfies the requirements of the CARES Act and other applicable law. For example, a per capita payment to residents of a particular jurisdiction without an assessment of individual need would not be an appropriate use of payments from the Fund.

44. *May Fund payments be provided to non-profits for distribution to individuals in need of financial assistance, such as rent relief?*

Yes, non-profits may be used to distribute assistance. Regardless of how the assistance is structured, the financial assistance provided would have to be related to COVID-19.

45. *May recipients use Fund payments to remarket the recipient's convention facilities and tourism industry?*

Yes, if the costs of such remarketing satisfy the requirements of the CARES Act. Expenses incurred to publicize the resumption of activities and steps taken to ensure a safe experience may be needed due to the public health emergency. Expenses related to developing a long-term plan to reposition a recipient's convention and tourism industry and infrastructure would not be incurred due to the public health emergency and therefore may not be covered using payments from the Fund.

46. *May a State provide assistance to farmers and meat processors to expand capacity, such to cover overtime for USDA meat inspectors?*

If a State determines that expanding meat processing capacity, including by paying overtime to USDA meat inspectors, is a necessary expense incurred due to the public health emergency, such as if increased capacity is necessary to allow farmers and processors to donate meat to food banks, then such expenses are eligible expenses, provided that the expenses satisfy the other requirements set forth in section 601(d) of the Social Security Act outlined in the Guidance.

47. *The guidance provides that funding may be used to meet payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency. May Fund payments be used to cover such an employee's entire payroll cost or just the portion of time spent on mitigating or responding to the COVID-19 public health emergency?*

As a matter of administrative convenience, the entire payroll cost of an employee whose time is substantially dedicated to mitigating or responding to the COVID-19 public health emergency is eligible, provided that such payroll costs are incurred by December 30, 2020. An employer may also track time spent by employees related to COVID-19 and apply Fund payments on that basis but would need to do so consistently within the relevant agency or department.

48. *May Fund payments be used to cover increased administrative leave costs of public employees who could not telework in the event of a stay at home order or a case of COVID-19 in the workplace?*

The statute requires that payments be used only to cover costs that were not accounted for in the budget most recently approved as of March 27, 2020. As stated in the Guidance, a cost meets this requirement if either (a) the cost cannot lawfully be funded using a line item, allotment, or allocation within that budget or (b) the cost is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation. If the cost of an employee was allocated to administrative leave to a greater extent than was expected, the cost of such administrative leave may be covered using payments from the Fund.

49. *Are States permitted to use Coronavirus Relief Fund payments to satisfy non-federal matching requirements under the Stafford Act, including “lost wages assistance” authorized by the Presidential Memorandum on Authorizing the Other Needs Assistance Program for Major Disaster Declarations Related to Coronavirus Disease 2019 (August 8, 2020)?*

Yes. As previous guidance has stated, payments from the Fund may be used to meet the non-federal matching requirements for Stafford Act assistance to the extent such matching requirements entail COVID-19-related costs that otherwise satisfy the Fund’s eligibility criteria and the Stafford Act. States are fully permitted to use payments from the Fund to satisfy 100% of their cost share for lost wages assistance recently made available under the Stafford Act.

50. *At what point would costs be considered to be incurred in the case of a grant made by a State, local, or tribal government to cover interest and principal amounts of a loan, such as might be provided as part of a small business assistance program in which the loan is made by a private institution?*

A grant made to cover interest and principal costs of a loan, including interest and principal due after the period that begins on March 1, 2020, and ends on December 30, 2020 (the “covered period”), will be considered to be incurred during the covered period if (i) the full amount of the loan is advanced to the borrower within the covered period and (ii) the proceeds of the loan are used by the borrower to cover expenses incurred during the covered period. In addition, if these conditions are met, the amount of the grant will be considered to have been used during the covered period for purposes of the requirement that expenses be incurred within the covered period. Such a grant would be analogous to a loan provided by the Fund recipient itself that incorporates similar loan forgiveness provisions. As with any other assistance provided by a Fund recipient, such a grant would need to be determined by the recipient to be necessary due to the public health emergency.

51. *If governments use Fund payments as described in the Guidance to establish a grant program to support businesses, would those funds be considered gross income taxable to a business receiving the grant under the Internal Revenue Code (Code)?*

Please see the answer provided by the Internal Revenue Service (IRS) available at <https://www.irs.gov/newsroom/cares-act-coronavirus-relief-fund-frequently-asked-questions>.

52. *If governments use Fund payments as described in the Guidance to establish a loan program to support businesses, would those funds be considered gross income taxable to a business receiving the loan under the Code?*

Please see the answer provided by the IRS available at <https://www.irs.gov/newsroom/cares-act-coronavirus-relief-fund-frequently-asked-questions>.

B. Questions Related to Administration of Fund Payments

1. *Do governments have to return unspent funds to Treasury?*

Yes. Section 601(f)(2) of the Social Security Act, as added by section 5001(a) of the CARES Act, provides for recoupment by the Department of the Treasury of amounts received from the Fund that have not been used in a manner consistent with section 601(d) of the Social Security Act. If a government has not used funds it has received to cover costs that were incurred by December 30, 2020, as required by the statute, those funds must be returned to the Department of the Treasury.

2. *What records must be kept by governments receiving payment?*

A government should keep records sufficient to demonstrate that the amount of Fund payments to the government has been used in accordance with section 601(d) of the Social Security Act.

3. *May recipients deposit Fund payments into interest bearing accounts?*

Yes, provided that if recipients separately invest amounts received from the Fund, they must use the interest earned or other proceeds of these investments only to cover expenditures incurred in accordance with section 601(d) of the Social Security Act and the Guidance on eligible expenses. If a government deposits Fund payments in a government's general account, it may use those funds to meet immediate cash management needs provided that the full amount of the payment is used to cover necessary expenditures. Fund payments are not subject to the Cash Management Improvement Act of 1990, as amended.

4. *May governments retain assets purchased with payments from the Fund?*

Yes, if the purchase of the asset was consistent with the limitations on the eligible use of funds provided by section 601(d) of the Social Security Act.

5. *What rules apply to the proceeds of disposition or sale of assets acquired using payments from the Fund?*

If such assets are disposed of prior to December 30, 2020, the proceeds would be subject to the restrictions on the eligible use of payments from the Fund provided by section 601(d) of the Social Security Act.

6. *Are Fund payments to State, territorial, local, and tribal governments considered grants?*

No. Fund payments made by Treasury to State, territorial, local, and Tribal governments are not considered to be grants but are "other financial assistance" under 2 C.F.R. § 200.40.

7. *Are Fund payments considered federal financial assistance for purposes of the Single Audit Act?*

Yes, Fund payments are considered to be federal financial assistance subject to the Single Audit Act (31 U.S.C. §§ 7501-7507) and the related provisions of the Uniform Guidance, 2 C.F.R. § 200.303 regarding internal controls, §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements.

8. *Are Fund payments subject to other requirements of the Uniform Guidance?*

Fund payments are subject to the following requirements in the Uniform Guidance (2 C.F.R. Part 200): 2 C.F.R. § 200.303 regarding internal controls, 2 C.F.R. §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements.

9. *Is there a Catalog of Federal Domestic Assistance (CFDA) number assigned to the Fund?*

Yes. The CFDA number assigned to the Fund is 21.019.

10. *If a State transfers Fund payments to its political subdivisions, would the transferred funds count toward the subrecipients' total funding received from the federal government for purposes of the Single Audit Act?*

Yes. The Fund payments to subrecipients would count toward the threshold of the Single Audit Act and 2 C.F.R. part 200, subpart F re: audit requirements. Subrecipients are subject to a single audit or program-specific audit pursuant to 2 C.F.R. § 200.501(a) when the subrecipients spend \$750,000 or more in federal awards during their fiscal year.

11. *Are recipients permitted to use payments from the Fund to cover the expenses of an audit conducted under the Single Audit Act?*

Yes, such expenses would be eligible expenditures, subject to the limitations set forth in 2 C.F.R. § 200.425.

12. *If a government has transferred funds to another entity, from which entity would the Treasury Department seek to recoup the funds if they have not been used in a manner consistent with section 601(d) of the Social Security Act?*

The Treasury Department would seek to recoup the funds from the government that received the payment directly from the Treasury Department. State, territorial, local, and Tribal governments receiving funds from Treasury should ensure that funds transferred to other entities, whether pursuant to a grant program or otherwise, are used in accordance with section 601(d) of the Social Security Act as implemented in the Guidance.