

# FORSYTH COUNTY

## BOARD OF COMMISSIONERS

MEETING DATE: SEPTEMBER 12, 2016 AGENDA ITEM NUMBER: 5

**SUBJECT: RESOLUTION RATIFYING AND AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN FORSYTH COUNTY AND WINSTON-SALEM TRANSIT AUTHORITY FOR NON-EMERGENCY MEDICAL TRANSPORTATION (NEMT) SERVICES  
(DEPARTMENT OF SOCIAL SERVICES)**

**COUNTY MANAGER'S RECOMMENDATION OR COMMENTS:** Recommend Approval

### SUMMARY OF INFORMATION:


Contract Amount: \$200,000

100% reimbursable to County FEDERAL

The attached Agreement provides for non-emergency medical transportation to an estimated 200 eligible individuals. It is estimated that the following will be purchased: 8,900 one-way paratransit trips; 2,600 one-ride bus passes; 65 ten-ride bus passes; and 50 monthly bus passes.

**CONTRACT PERIOD:** July 1, 2016-June 30, 2017

ATTACHMENTS:  YES  NO

SIGNATURE:  DATE: September 8, 2016  
COUNTY MANAGER

**RESOLUTION RATIFYING AND AUTHORIZING EXECUTION OF AN  
INTERLOCAL AGREEMENT BETWEEN FORSYTH COUNTY AND  
WINSTON-SALEM TRANSIT AUTHORITY FOR  
NON-EMERGENCY MEDICAL TRANSPORTATION (NEMT) SERVICES  
(DEPARTMENT OF SOCIAL SERVICES)**

**BE IT RESOLVED** by the Forsyth County Board of Commissioners that the Chairman or County Manager and Clerk to the Board are hereby authorized to execute, on behalf of Forsyth County, the attached interlocal agreement in the amount of \$200,000 (Contract Control #2017-0168-00) between Forsyth County, on behalf of its Department of Social Services, and Winston-Salem Transit Authority, for the provision of Non-Emergency Medical Transportation (NEMT) services during the period July 1, 2016 through June 30, 2017, subject to a pre-audit certificate thereon by the County Chief Financial Officer, where applicable, and approval as to form and legality by the County Attorney. The original contract is incorporated herein by reference.

**BE IT FURTHER RESOLVED** by the Forsyth County Board of Commissioners that the Chairman or County Manager and the Clerk to the Board are hereby authorized to execute, on behalf of Forsyth County, amendments to this Agreement for these services with this Provider within budgeted appropriations in the current fiscal year, subject to a pre-audit certificate thereon by the County Chief Financial Officer, where applicable, and approval as to form and legality by the County Attorney.

**BE IT FURTHER RESOLVED** that this resolution ratifying interlocal cooperation between Forsyth County and Winston-Salem Transit Authority is hereby spread upon the minutes of the Forsyth County Board of Commissioners.

Adopted this the 12<sup>th</sup> day of September 2016.

NORTH CAROLINA)

AGREEMENT

FORSYTH COUNTY)

THIS AGREEMENT is made and entered into this 1<sup>ST</sup> day of July, 2016, by and between Forsyth County ("the County"), on behalf of its Department of Social Services ("FCDSS"), and Winston-Salem Transit Authority, ("Provider").  
DUNS# 071807056

WITNESSETH:

I.

For the purposes of and subject to, the terms and conditions hereinafter set forth, the County hereby contracts for non-emergency medical-related transportation ("NEMT") services to be provided to an estimated 200 Medicaid-eligible beneficiaries as further specified in Section III and IV herein, in accordance with the terms of this Agreement.

II.

1. **AGREEMENT DOCUMENTS:** This Agreement consists of the following documents:

- a) This underlying Agreement, pages 1-7 (Scope of Work, Section III, page 3, as substituted for NC DHHS's recommended "B" Attachment)
- b) The General Terms and Conditions (Attachment A), pages 1-5
- c) \*Federal Certification Regarding Drug-Free Workplace and Certification Regarding Nondiscrimination (Attachment C), pages 1-3
- d) \*Conflict of Interest (Attachment D), pages 1-2
- e) ~~\*No Overdue Taxes (Attachment E), page 1 N/A~~ *DL*
- f) \*Federal Certification Regarding Environmental Tobacco Smoke (Attachment F), page 1
- g) \*Federal Certification Regarding Lobbying (Attachment G), pages 1-3
- h) \*Federal Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transaction (Attachment H), pages 1-2
- i) \*HIPAA Business Associate Addendum (Attachment I), pages 1-4
- j) \*State Certifications Regarding Transportation (Attachment J), page 1
- k) ~~IRS federal tax exempt letter or 501(c); (Attachment K), <http://www.irs.gov/pub/irs-fill/k1023.pdf>, page 1 N/A~~ *a*
- l) Notice of Certain Reporting and Auditing Requirements (Attachment L), pages 1-4
- m) \*State Contractor Certifications (Attachment M), pages 1-2
- n) Agreement Determination Questionnaire: Purchase of Service versus Financial Assistance, (Attachment N), page 1
- o) \*Agreement With Respect to Language Access Policy for Persons with Limited English Proficiency, (Attachment O), page 1-3
- p) Certification of Eligibility Under the Iran Divestment Act, (Attachment P), page 1

This Agreement and the above-cited Attachments constitute the entire agreement between the Parties and supersedes all prior oral or written statements or agreements.

**\*Notice: Unless previously signed and currently in effect, Provider agrees (1) to sign individually all Attachments marked above by an asterisk for fiscal year 2015-2016 and (2) that all Attachments are incorporated herein by reference. Further, the parties understand and agree that:**

- all signed Attachments shall renew automatically each consecutive fiscal year thereafter for the duration of each new underlying Agreement unless the parties elect to change the terms,
- all signed Attachments are incorporated by reference into each new underlying Agreement for future fiscal years,
- the terms and provisions of all signed Attachments shall remain in full force and effect for future fiscal years (if the parties execute an underlying Agreement for future fiscal years), and
- all signed Attachments shall continue to remain effective throughout the duration of each signed underlying Agreement in future fiscal years.

2. **PRECEDENCE AMONG AGREEMENT DOCUMENTS:** In the event of a conflict between or among the terms of the Agreement and the Attachments, the terms in the Document with the highest relative precedence shall prevail. The order of precedence shall be the order of documents as listed in Paragraph 1, above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence. If there are multiple Agreement

Amendments, the most recent amendment shall have the highest precedence and the oldest amendment shall have the lowest precedence.

3. **REVERSION OF FUNDS:** Any unexpended grant funds shall revert to the County Department of Social Services upon termination of this Agreement.
4. **REPORTING REQUIREMENTS:** The Provider shall comply with audit requirements as described in
  - N.C.G.S. §143C-6-22 "Use of State funds by non-State entities";
  - N.C.G.S. §143C-6-23 "State grant funds: administration; oversight and reporting requirements;" and
  - Title 2 — Grants and Agreements, Subtitle A — Office of Management and Budget Guidance for Grants and Agreements, Chapter II — Office of Management and Budget Guidance, Part 200 — Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and shall disclose all information required by Title 42 -- Public Health, Chapter IV -- Centers For Medicare & Medicaid Services, Department Of Health And Human Services; Subchapter C -- Medical Assistance Programs, Part 455 -- Program Integrity: Medicaid; Subpart B -- Disclosure Of Information By Providers And Fiscal Agents
  - Section 455.104 -- Disclosure By Providers And Fiscal Agents: Information On Ownership And Control, Section;
  - Section 455.105 -- Disclosure By Providers: Information Related To Business Transactions; and
  - Section 455.106 -- Disclosure By Providers: Information On Persons Convicted Of Crimes.
5. **AGREEMENT ADMINISTRATORS:** All notices permitted or required to be given by one Party to this Agreement to the other Party to this Agreement and all questions about the Agreement from one Party to the other shall be addressed and delivered to the other Party's Agreement administrator as set out below. Either Party may change the name, post office address, street address, telephone number, fax number, or email address of its Agreement Administrator by giving timely written notice to the other Party.

For the County:

Sherri Cook, Department Business Manager  
Forsyth County Dept. of Social Services  
741 North Highland Avenue  
Winston-Salem, NC 27101  
Telephone: 336-703-3409  
Fax: 336-727-2850  
[cookss@forsyth.cc](mailto:cookss@forsyth.cc)

For Provider:

Art Barnes, General Manager  
Winston-Salem Transit Authority  
1060 North Trade Street  
Winston-Salem, NC 27101  
Telephone: 336-727-2648  
Fax: 336-727-8104  
[abarnes@wstransit.com](mailto:abarnes@wstransit.com)

6. **SUPPLEMENTATION OF EXPENDITURE OF PUBLIC FUNDS:** The Contractor assures that funds received pursuant to this Agreement shall be used only to supplement, not to supplant, the total amount of federal, state and local public funds that the Contractor otherwise expends for contract services and related programs. Funds received under this Agreement shall be used to provide additional public funding for such services; the funds shall not be used to reduce the Contractor's total expenditure of other public funds for such services.
7. **DISBURSEMENTS:** As a condition of this Agreement, the Contractor acknowledges and agrees to make disbursements in accordance with the following requirements:
  - (a) Implement adequate internal controls over disbursements;
  - (b) Pre-audit all vouchers presented for payment to determine:
    - Validity and accuracy of payment
    - Payment due date
    - Adequacy of documentation supporting payment
    - Legality of disbursement
  - (c) Assure adequate control of signature stamps/plates;
  - (d) Assure adequate control of negotiable instruments; and
  - (e) Implement procedures to insure that account balance is solvent and reconcile the account monthly.
8. **OUTSOURCING TO OTHER COUNTRIES:** The Contractor certifies that it has identified to the County all jobs related to the Agreement that have been outsourced to other countries, if any. The Contractor further agrees that it will not outsource any such jobs during the term of this Agreement without providing notice to the County.
9. The Provider shall supply, at its sole expense, all equipment, tools, materials, or supplies required to provide contracted services unless otherwise agreed in writing.
10. **FEDERAL CERTIFICATIONS:** The Provider understands and agrees that individuals and organizations receiving federal funds shall comply with certain Certifications required by federal laws and requirements as per Provider's signature on the

Attachments C, F, G, and H, of this underlying Agreement. The Provider represents that it is in compliance with all Federal Certifications Regarding:

- Drug-Free Workplace and Certification Regarding Nondiscrimination;
- Environmental Tobacco Smoke;
- Lobbying; and
- Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions as per the signature of Provider's authorized representative on the attached Certifications.

III.

**SCOPE OF PROVIDER SERVICES** (substituted for NCDHHS's recommended "B" Attachment):

**Provider understands and agrees that it shall perform services in compliance with this Agreement as follows:**

1. By the tenth (10<sup>th</sup>) day of each month, issue to FCDSS an invoice and backup documentation for all services provided the previous month. Provider invoices shall be mailed via U.S. Postal Service or via electronic mail to:

Forsyth County DSS

Electronic mail address: [cookss@forsyth.cc](mailto:cookss@forsyth.cc)

Business Office – Contracts Manager

741 North Highland Avenue

Winston-Salem, NC 27101

Backup documentation for invoices shall be in the form of a trip log for each trip charged. Said trip log shall include the following data elements as required by the State of North Carolina Medicaid Transportation policy: month of service, client/passenger name and Medicaid Identification Number, date of service for each one-way trip provided, trip origin and destination addresses, the total number of beneficiaries (unduplicated), total number of trips provided under this Agreement and the transportation billing codes as described in Exhibit #1, – "**Non-Emergency Medicaid Transportation Codes**" which is attached hereto and is incorporated herein by reference, as well as the attached Exhibit #2 Form (DMA-5118 written verification beneficiary kept appointment and Medicaid-covered service was provided).

2. Perform all functions required to authorize individual Medicaid recipient trips for Medicaid Transportation approved recipients referred by FCDSS as specified in "Exhibit #3 - Procedures for Authorizing Medicaid Transportation", copy of which is attached hereto and incorporated herein by reference.
3. **HUMAN RESOURCES.** Recruit, screen, employ, supervise, train and evaluate staff and any other appropriate professional personnel Provider uses to provide services under this Agreement. Provider shall perform criminal record checks on personnel who work directly with clients covered under this Agreement, and shall ensure that no personnel providing services hereunder, whether paid or volunteer, shall have been convicted, before or after execution of this Agreement, of any sex crime or crimes of violence.
4. Maintain a valid **State Registration and State Inspection** on all vehicles used to provide services under this Agreement.
5. Perform **criminal background checks** on personnel (paid or volunteer), who work directly with beneficiaries covered under this Agreement through the North Carolina Law Enforcement Division [or, if not a resident of North Carolina for at least five (5) consecutive years, the National Crime Information Center ("NCIC")] prior to employment or volunteer enlistment and every three (3) years thereafter. Conviction, guilty plea, or plea of no contest to any of the following is grounds for disqualification from working directly with beneficiaries covered under this Agreement if committed within the ten (10) year period preceding the date of the background check: (a.) Murder, (b.) Rape or aggravated sexual abuse, (c.) Kidnapping or hostage taking, (d.) Assault inflicting serious bodily injury, (e.) A federal crime of terrorism, (f.) Unlawful possession, use, sale, distribution, or manufacture of an explosive device, (g.) Unlawful possession, use, sale, distribution, or manufacture of a weapon, (h.) Elder abuse/exploitation, (i.) Child abuse/exploitation, (j.) Illegal sale or possession of a Schedule I or II controlled substance, and (k.) Conspiracy to commit any of the above.
6. Review the **driving records** for the last three years of all drivers transporting beneficiaries under this agreement and shall be reviewed every twelve (12) months. Drivers must have no more than two chargeable accidents or moving violations in the past three (3) years and must not have a driver's license suspension or revocation within the past five (5) years.
7. **Visitation.** Allow State and County officials, employees and their agents to visit their facilities to make certification and compliance surveys, inspections, and audits of business records. Provider shall allow such visits (including unannounced visits) at any time during normal hours of operation. Provider failure to grant immediate access upon reasonable request may result in termination of Agreement.
8. Provide the following information on an annual basis in order for FCDSS to complete **Medicaid/Medicare Exclusion Inquiries**:
  - Names and addresses of each person (individual or corporation) with an ownership or control interest in the Provider or in any subcontractor in which the Provider has direct or indirect ownership of 5% or more,

- Any relationship that may exist between any persons named as it relates to kinship,
  - The name of any NEMT vendor in which an owner has an ownership or control interest,
  - The name, address, date of birth, and social security number of any managing employee.
9. **OWNERSHIP.** Disclose, at the onset of the Agreement, upon renewal, and upon request, the name of any individual who has ownership or control interest, or in an agent or managing employee who has been convicted of a criminal offense related to that person's involvement in any program under Medicare, Medicaid or CHIP since the inception of those programs. (Provider's signature certifies Provider's understanding and agreement to this #8 provision.)
  10. Furnish, within thirty-five (35) days of the request date, full and complete information related to business transactions about:
    - a. The ownership of any subcontractor with whom the vendor had business transactions totaling more than \$25,000 during the 12-month period ending on the date of the request; and
    - b. Any significant business transactions between the vendor and any wholly owned supplier, or between the vendor and any subcontractor, during the 5-year period ending on the date of the request.
  11. Report any changes such as insurance provider, business ownership or management or exclusion from participation in Medicare to FCDSS within five business days of the change.
  12. Allow FCDSS to monitor records to ensure Provider meets all Agreement requirements.
  13. Report all "No-Shows" on a daily basis to FCDSS and note if the beneficiary called at least 24 hours in advance in order to cancel the scheduled transportation. Provider may count cancellations made less than 24 hours in advance as "No-shows" unless there is good cause. Good cause consists of illness of the beneficiary, or illness/death of the beneficiaries' spouse, child or parent.
  14. Report all Cancellations on a monthly basis to FCDSS.
  15. Record all beneficiary complaints which deal with matters in the provider's control, including the date of the complaint, the nature of the complaint, and what steps Provider took to resolve the complaint.
  16. Make every effort to provide transportation for dialysis patients and others with life-threatening illnesses during inclement weather. Provider should promptly notify FCDSS so that FCDSS may attempt to reschedule this type patient with other Providers if Provider chooses not to provide service due to the inclement weather.
  17. **CONFIDENTIALITY:** Keep confidential any information involving a client covered under this Agreement. Provider shall not share such information except only among FCDSS and Provider staffs (on a "need to know" basis) in order to coordinate, manage, or deliver services. Provider shall protect client privacy by complying fully with all federal and state privacy protection laws and regulations regarding the security and privacy of client information. Specifically, Provider is required to protect the privacy of any personally identifiable protected health information that is collected, processed or learned because of services provided to FCDSS. The services provided shall comply with security and privacy regulations pursuant to the Health Insurance Portability and Accountability Act (HIPAA) and the North Carolina Identity Protection Act. Compliance includes administrative, physical and technical safeguards as well as policies, procedures and documentation as modified by the American Recovery and Reinvestment Act and as further provided in the Attachment I, "Business Associate Addendum" (signed by Provider, which is incorporated herein by reference as if fully set forth herein, as concurrently initiated during FY2016-17.
  18. Comply with FCDSS Language Access Policy as further provided in the Attachment O "Agreement With Respect to Language Access Policy for Persons with Limited English Proficiency" entered into between the parties hereto, which Agreement is incorporated herein by reference as if fully set forth herein, and which is concurrently initiated during FY16-17.
  19. Comply, with all applicable federal immigration laws in its hiring and contracting practices relating to the services covered by this Agreement involving County funds, as outlined in the Resolution adopted by the Forsyth County Board of Commissioners at its regular meeting of October 23, 2006.
  20. **WORK AUTHORIZATION:** Comply, and ensure that subcontractors comply, with Article 2 of Chapter 64 of the North Carolina General Statutes relating to the required use of the federal E-Verify program to verify the work authorization of newly hired employees. Failure of the Provider to comply with this provision or failure of its subcontractors to comply could render this Agreement void under North Carolina law.
  21. **Certification of Eligibility Under the Iran Divestment Act.** Provider hereby certifies that it is not on the North Carolina State Treasurer's list, prepared pursuant to NCGS §143C-6A-4, of persons engaging in business activities in Iran, nor will Provider utilize on this agreement any subcontractor on such list entered into between the parties hereto. Attachment P Agreement is signed, incorporated herein by reference as if fully set forth herein, and is concurrently initiated during FY 2016-17.

Forsyth County shall provide notification to the Provider via a NCDMA Form 5024 regarding the eligibility of each beneficiary for the service, the authorized period for services, and any changes in the beneficiary's eligibility status.

IV.

Provider shall begin services effective July 1, 2016, and, unless sooner terminated by mutual consent or as hereinafter provided, shall provide services until June 30, 2017. Either party shall have the right to terminate this Agreement for services upon (30) thirty days notice in writing to the other party. FCDSS holds the right to suspend services of the Provider immediately if FCDSS receives notice that Provider's actions or inactions may put FCDSS employees or individuals referred for services in any type of danger or possible harm.

V.

As full compensation for the Provider's services, the County agrees to pay the Provider as follows:

1. at a rate not to exceed \$22.12 one-way transportation trip,
2. at a rate not to exceed \$1.00 per one-ride bus pass,
3. at a rate not to exceed \$10.00 per ten-ride bus pass,
4. at a rate not to exceed \$15.00 per monthly bus pass,

all payable in monthly installments. Said per-trip fees shall include the use of Provider's handicap-access vehicle in the event that it is needed by a beneficiary and shall include any Provider 'waiting time' while a passenger is not in Provider's vehicle. Compensation will be based on the actual number of units of service delivered, up to the maximum amount of this Agreement. No fees shall be charged to beneficiaries provided services under this Agreement.

The County shall make payment within thirty (30) days of receipt of an invoice and supporting documents, provided that all elements of the Agreement are satisfactorily met. If Provider fails to submit invoice(s) by the tenth (10<sup>th</sup>) day of the month for the previous service month as described in Section III-1 herein, and if such failure results in a loss of revenue to the County, the County shall reduce its payment(s) to Provider by an amount equal to the lost revenue.

Total payments under this Agreement are not to exceed \$200,000 during fiscal year ending June 30, 2016, without executing a written Agreement amendment.

This Agreement consists of \$200,000 in Federal funds (CFDA#93.778), \$0.00 in State funds, and \$0.00 in County funds. SIS Code 250

There are no matching requirements from the Contractor.

VI.

The Provider shall maintain for the duration of this Agreement, at its sole expense, the following insurance coverage:

- A. Commercial Liability Insurance: The Provider shall maintain occurrence version commercial general liability insurance or equivalent form with a limit of not less than \$1,000,000 each occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement and be no less than two times the occurrence limit. Such insurance shall name Forsyth County, its officials, officers, and employees as additional insureds with respect to performance of the services of this Agreement. The coverage shall contain no special limitations on the scope of protection afforded to the above listed insureds and shall be primary with respect to insurance or self-insured retention programs covering Forsyth County, its officials, officers, and employees.
- B. Business Automobile Liability Insurance: The Provider shall maintain business automobile liability insurance or equivalent form with a limit of not less than \$1,500,000 each accident on vehicles with a seating capacity of 15 passengers or less and \$5,000,000 coverage for vehicles designed to transport more than 15 passengers, including the driver. Such insurance shall include coverage for owned, hired, and non-owned automobiles used to provide services under this Agreement.
- C. Workers' Compensation and Employers' Liability Insurance: The Provider must maintain workers' compensation insurance with North Carolina statutory limits and employers' liability insurance with limits of not less than \$100,000 each accident.
- D. Professional Liability Insurance: The Provider shall maintain professional liability insurance with limits of not less than \$1,000,000 per occurrence, if such insurance contains an aggregate limit, it shall apply separately to this Agreement and be no less than two times the occurrence limit. Sexual and Physical Abuse/Molestation limits shall be no less than \$100,000 per occurrence / \$300,000 Aggregate. Coverage shall be primary with respect to any insurance of self-insured retention programs covering the County, its officials, officers and employees.
- E. Other Insurance Requirements: The Provider shall:
  - o Prior to commencement of services, furnish the County with properly executed certificates of insurance which shall clearly evidence all insurance required in this section and be sent to the County at the following

address: Forsyth County, its officials, officers and employees Attn: Risk Manager, Finance Dept., 201 North Chestnut Street, Winston-Salem, NC 27101.

- o Provide certified copies of endorsements and policies, if requested by Forsyth County, in lieu of or in addition to certificates of insurance.
- o Replace certificates, policies, and endorsements for any such insurance that expires prior to the completion of services under this Agreement.
- o Maintain such insurance with insurers authorized to do business in North Carolina and having A.M. Best Company ratings of not less than A: VII.

Any alternatives to these requirements shall require written approval of the County's Risk Manager. This Agreement shall not be fully executed without a properly executed certificate of insurance evidencing all required coverage, including evidence of required additional insured.

#### VII.

1. The Provider shall operate as an independent contractor, and the County shall not be responsible for any of the Provider's or Provider's employees' acts or omissions. The Provider agrees to hold the County harmless from and against any claims, expenses (including attorney fees), costs or liability for acts or omissions of the Provider or Provider's employees.
2. The Provider shall not subcontract any of the work contemplated under this Agreement without prior written approval from FCDSS. The County shall not be obligated to pay for any work performed by any unapproved subcontractor.
3. The Provider or Provider's employees shall not be treated as employees of the County with respect to the services performed hereunder for federal or state tax, unemployment or workers' compensation purposes. The Provider understands that neither federal, state, nor payroll tax of any kind shall be withheld or paid by the County on behalf of the Provider or the employees of the Provider. The Provider further understands and agrees that the Provider or Provider's employees are fully responsible for the payment of any taxes arising from the payment of monies under this Agreement.
4. The Provider or Provider's employees shall not be treated as employees of the County with respect to the services performed hereunder for purposes of eligibility for, or participation in, any employee pension, health, or other fringe benefit plan of the County.
5. The Provider or Provider's employees have no authority to enter into contracts or agreements on behalf of the County.
6. The Provider declares that it has complied with all federal, state and local laws regarding business permits, certificates, and licenses that may be required to carry out the services to be performed under this Agreement.
7. The Provider agrees to retain all books, records and other documents relevant to this Agreement for five (5) years after final payment or until all audits continuing beyond this period have been completed. Federal auditors and any persons authorized by the NCDHHS Division of Social Services, the NCDHHS Division of Medical Assistance, or the County shall have the right to examine any of the materials that are public records. In the event the Provider dissolves or otherwise goes out of existence, records produced under this Agreement will be turned over to the County.

This Agreement shall be governed by, and shall be construed in accordance with, the laws of the State of North Carolina, without regard to choice of law principles. The Provider, by signing this Agreement, agrees and submits, solely for matters concerning this Agreement, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be Forsyth County, North Carolina. The place of this Agreement and all transactions and agreements relating to it, and their situs and forum, shall be Forsyth County, North Carolina, where all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

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

This Agreement is the entire agreement between the parties as to the subject matter referenced herein, supersedes all prior oral or written statements or agreements, and no amendment may be made to this Agreement except with the prior written consent of both parties.

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



**SIGNATURE WARRANTY:** The undersigned represent and warrant that they are authorized to bind their principals to the terms of this Agreement.

IN WITNESS WHEREOF, the County and the Provider have set their hands and seals as of the day and year first above written.

WINSTON-SALEM TRANSIT AUTHORITY

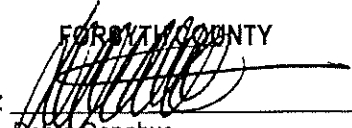
By:   
Arthur Barnes, General Manager

EIN: 56-6000241

Status:  Public  
 Private, Not for Profit  
 Private, For Profit

Financial Reporting Year:  
July 1 to June 30

FORSTY COUNTY

By:   
Debra Donahue  
Director, Dept. of Social Services

By: \_\_\_\_\_  
J. Dudley Watts, Jr.  
County Manager

ATTEST:

By: \_\_\_\_\_  
Carla D. Holt  
Clerk to the Board

Approved as to form and legality:

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Assistant County Attorney

EXHIBIT #1

NON-EMERGENCY MEDICAL TRANSPORTATION CODES

A0080	Mileage paid to volunteer/volunteer provider vehicle
A0090	Mileage paid when vehicle is provided by individual, family, neighbor, etc.
A0100	Taxi
A0110	Bus, Interstate or Intrastate Carrier
A0120	Van service, public and private transportation, except wheel chair vans
A0130	Wheel chair van
A0160	Mileage paid to caseworker or social worker
A0170	Ancillary costs – parking fees, tolls, other
A0180	Recipient Lodging
A0190	Recipient Meals
A0200	Attendant Lodging
A0210	Attendant Meals
A0999	Ambulance Service, (Stretcher transport, no life support)

EXHIBIT #2  
**MEDICAID TRANSPORTATION  
VERIFICATION OF RECEIPT OF MEDICAID COVERED SERVICE**

TO: Medicaid Enrolled Provider

From: \_\_\_\_\_ County Department of Social Services

**Note:** The County has the authority to administer the Medicaid program for the North Carolina Department of Health and Human Services Division of Medical Assistance pursuant to N.C.G.S. 108A-25 and rules adopted by the State of North Carolina.

When transportation assistance is provided to a Medicaid recipient, for audit purposes, it is necessary to document that the individual received a Medicaid covered service from a Medicaid-enrolled provider on the date of transport. Please complete the following:

This is to certify that \_\_\_\_\_  
(Medicaid recipient's name/Medicaid ID Number)

visited this office or facility on \_\_\_\_\_ and received a Medicaid covered service.  
(date)

Name of Medicaid provider/facility: \_\_\_\_\_

Name of individual completing form (please print) \_\_\_\_\_

Phone number of person completing form \_\_\_\_\_

Signature of person completing form: \_\_\_\_\_

## EXHIBIT #3

### Procedures for Authorizing Medicaid Transportation

#### FCDSS shall:

1. Complete an eligibility assessment for Medicaid Transportation for each Medicaid recipient requesting transportation assistance to and from Medicaid-covered medical appointments.
2. Forward the approved transportation assessment for each individual approved for Medicaid Transportation services through Trans-Aid to the Winston-Salem Transit Authority ("WSTA") noting the approved Certification Period and individuals Date of Birth.
3. Check the continued Medicaid eligibility for each authorized Trans-Aid recipient each month and notify WSTA if eligibility has been terminated.
4. Issue the DMA-5119, Denial of Transportation Request(s) for all denied Medicaid recipient trip requests.
5. Issue the DMA-5125, Medicaid Transportation No-Show, First Notice; DMA-5125A, Medicaid Transportation No-Show, Final Notice; DMA-5125B, Medicaid Transportation Suspension Notice to the Medicaid recipients.

#### Winston Salem Transit Authority shall:

1. Provide a phone system with an answering machine or other message recording device.
2. Accept transportation requests or cancellations 24 hours per day using such phone system in item "1" above.
3. Retrieve all messages each day during normal business hours.
4. Record instructions on the phone system which advises recipients or any other "callers" to dial 911 if there is an emergency.
5. Receive and keep accurate records of transportation trip requests from authorized Medicaid transportation recipients.
6. Upon trip request, verify that Trans-Aid has a current assessment on file. If Trans-Aid has NO Current Assessment on file, no trip information should be taken by Trans-Aid. The Medicaid recipient should be referred to the FCDSS Medicaid Transportation Unit at 336-703-3919 for a Medicaid Transportation Eligibility Assessment.
7. If Trans-aid has a current assessment, they should continue with the Medicaid individual to gather their trip request information (Date and time of Medical Appointment, Name and Phone Number of Medical Provider, Verify recipient's current address and telephone number). If the trip request is not at least 3 days in advance, the trip should be denied and the denial information forwarded to FCDSS to issue the DMA-5119, Denial of Transportation, to the recipient. Trans-Aid should notify the Medicaid recipient at the time of request that the trip is being denied due to lack of advance notice. If a trip request exceeds 7 days, Trans-aid should add the trip to the Denial List forwarded to FCDSS twice per day.
8. Verify with the Medical Provider the following after a recipient request: the appointment is scheduled, the appointment is for a **Medicaid Covered** service, and the specific date and time, for each trip requested. [Provider shall provide

### EXHIBIT #3

Medicaid transportation services only for Medicaid covered services and the primary reason for the trip is medical care.]

9. Document on the FCDSS Monthly Report Log the date of the call to the Medical Provider, the person to whom Provider spoke and the exact appointment information which was verified.
10. Enter the outcome trip request (approved/denied and reason for denial) on the FCDSS Monthly Report Log by completing all fields of the Transportation Log.
11. If the request is approved, enter on the FCDSS Monthly Report Log that the transportation was scheduled, the mode of transportation and whether the recipient was picked-up.
12. If the request is denied enter on the FCDSS Monthly Report Log why the request was denied and the date FCDSS was notified. FCDSS must be notified twice per day within 24 hours of the trip request by email to the designated Medicaid Transportation Unit staff if a trip is denied for any reason (Ex. non-Medicaid covered service, WSTA not able to accommodate, etc.). Trans-aid should notify the Medicaid recipient that Trans-Aid was unable to accommodate the trip and it has been sent to FCDSS for other transportation arrangements who will notify them of the other arrangements.
13. Once the trip has occurred, verify the recipient attended the appointment and a Medicaid covered service was provided. WSTA shall verify using the following methods:
  - a. Completed DMA-5118, Verification of Receipt of Medicaid Covered Service form.
  - b. Phone call to the Medical provider documenting the date of the call, the person whom you spoke and what was verified.
  - c. Any other method sufficient to elicit the required information (Ex. Other written documentation from the Medical Provider).
12. Notify FCDSS daily of all No-Shows by Email.
13. Notify FCDSS monthly of all cancellations by Email.
14. Submit a monthly invoice to FCDSS along with an electronic copy of the FCDSS Monthly Report Log along with trip verifications (DMA-5118) prior to FCDSS payment. [FCDSS shall not pay for any trip invoiced that is not entered in its entirety on the FCDSS Monthly Report Log and does not have a completed DMA-5118, or other documentation which verifies that the recipient attended the Medicaid-covered services appointment.

NOTE: If Trans-Aid schedules a trip using other funding than Medicaid, the trip does not need to be listed on the FCDSS Monthly Report Log.

**Attachment A  
General Terms and Conditions**

**Relationships of the Parties**

**Independent Contractor:** The Contractor is and shall be deemed to be an independent contractor in the performance of this contract and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Contractor represents that it has, or shall secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with the County.

**Subcontracting:** The Contractor shall not subcontract any of the work contemplated under this contract without prior written approval from the County. Any approved subcontract shall be subject to all conditions of this contract. Only the subcontractors specified in the contract documents are to be considered approved upon award of the contract. The County shall not be obligated to pay for any work performed by any unapproved subcontractor. The Contractor shall be responsible for the performance of all of its subcontractors.

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

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

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

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

**Indemnity and Insurance**

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

**Insurance:** **AS STATED IN UNDERLYING CONTRACT** ~~During the term of the contract, the Contractor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract (as stated in the Contract Agreement). As a minimum, the Contractor shall provide and maintain the following coverage and limits:~~

~~(a) **Worker's Compensation**—The contractor shall provide and maintain Worker's Compensation insurance as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$500,000.00, covering all of Contractor's employees who are engaged in any work under the contract. If any work is sublet, the Contractor shall require the subcontractor to provide the same coverage for any of his employees engaged in any work under the contract.~~

~~(b) **Commercial General Liability**—General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$1,000,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability.)~~

~~(c) **Automobile Liability Insurance:**—The Contractor shall provide automobile liability insurance with a combined single limit of \$500,000.00 for bodily injury and property damage; a limit of \$500,000.00 for uninsured/under-insured motorist coverage; and a limit of \$2,000.00 for medical payment coverage. The Contractor shall provide this insurance for all automobiles that are:~~

- ~~(a) owned by the Contractor and used in the performance of this contract;~~
- ~~(b) hired by the Contractor and used in the performance of this contract; and~~
- ~~(c) Owned by Contractor's employees and used in performance of this contract ("non-owned vehicle insurance"). Non-owned vehicle insurance protects employers when employees use their personal vehicles for work purposes. Non-owned vehicle insurance supplements, but does not replace, the car-owner's liability insurance.~~

~~The Contractor is not required to provide and maintain automobile liability insurance on any vehicle owned, hired,~~

(Contractor) Winston-Salem Transit Authority

contract shall, at the option of the County, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made. Notwithstanding the foregoing provision, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of the Contractor's breach of this agreement, and the County may withhold any payment due the Contractor for the purpose of setoff until such time as the exact amount of damages due the County from such breach can be determined. In case of default by the Contractor, without limiting any other remedies for breach available to it, the County may procure the contract services from other sources and hold the Contractor responsible for any excess cost occasioned thereby. The filing of a petition for bankruptcy by the Contractor shall be an act of default under this contract.

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

**Availability of Funds:** The parties to this contract agree and understand that the payment of the sums specified in this contract is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the County.

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

**Survival of Promises:** All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

**Intellectual Property Rights**

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

**Federal Intellectual Property Bankruptcy Protection Act:** The Parties agree that the County shall be entitled to all rights and benefits of the Federal Intellectual

~~or non-owned unless the vehicle is used in the performance of this contract.~~

- ~~(d) The insurance coverage minimums specified in subparagraph (a) are exclusive of defense costs.~~
- ~~(e) The Contractor understands and agrees that the insurance coverage minimums specified in subparagraph (a) are not limits, or caps, on the Contractor's liability or obligations under this contract.~~
- ~~(f) The Contractor may obtain a waiver of any one or more of the requirements in subparagraph (a) by demonstrating that it has insurance that provides protection that is equal to or greater than the coverage and limits specified in subparagraph (a). The County shall be the sole judge of whether such a waiver should be granted.~~
- ~~(g) The Contractor may obtain a waiver of any one or more of the requirements in paragraph (a) by demonstrating that it is self-insured and that its self-insurance provides protection that is equal to or greater than the coverage and limits specified in subparagraph (a). The County shall be the sole judge of whether such a waiver should be granted.~~
- ~~(h) Providing and maintaining the types and amounts of insurance or self-insurance specified in this paragraph is a material obligation of the Contractor and is of the essence of this contract.~~
- ~~(i) The Contractor shall only obtain insurance from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in the State of North Carolina. All such insurance shall meet all laws of the State of North Carolina.~~
- ~~(j) The Contractor shall comply at all times with all lawful terms and conditions of its insurance policies and all lawful requirements of its insurer.~~
- ~~(k) The Contractor shall require its subcontractors to comply with the requirements of this paragraph.~~
- ~~(l) The Contractor shall demonstrate its compliance with the requirements of this paragraph by submitting certificates of insurance to the County before the Contractor begins work under this contract.~~

~~Transportation of Clients by Contractor:  
The contractor will maintain insurance requirements if required as noted under Article 7 Rule R2-36 of the North Carolina Utilities Commission.~~

**Default and Termination**

**Termination Without Cause:** Either Party may terminate this contract without cause by giving 30 days written notice to the Contractor.

**Termination for Cause:** If, through any cause, the Contractor shall fail to fulfill its obligations under this contract in a timely and proper manner, the County shall have the right to terminate this contract by giving written notice to the Contractor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items prepared by the Contractor under this

Property Bankruptcy Protection Act, Public Law 100-506, codified at 11 U.S.C. 365 (n) and any amendments thereto.

### Compliance with Applicable Laws

**Compliance with Laws:** The Contractor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.

**Title VI, Civil Rights Compliance:** In accordance with Federal law and U.S. Department of Agriculture (USDA) and U.S. Department of Health and Human Services (HHS) policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age or disability. Under the Food Stamp Act and USDA policy, discrimination is prohibited also on the basis of religion or political beliefs.

**Equal Employment Opportunity:** The Contractor shall comply with all federal and State laws relating to equal employment opportunity.

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

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

### Trafficking Victims Protection Act of 2000:

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

**Executive Order # 24:** It is unlawful for any vendor, contractor, subcontractor or supplier of the state to make gifts or to give favors to any state employee. For additional information regarding the specific requirements and exemptions, contractors are encouraged to review Executive Order 24 and G.S. Sec. 133-32.

### Confidentiality

**Confidentiality:** Any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Contractor under this agreement shall be kept as confidential and not divulged or made available to any individual or organization without the prior written approval of the County. The Contractor acknowledges that in receiving, storing, processing or otherwise dealing with any confidential information it will safeguard and not further disclose the information except as otherwise provided in this contract.

### Oversight

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

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

### Warranties and Certifications



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

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

**E-Verify**

Pursuant to G.S. 143-48.5 and G.S. 147-33.95(g), the undersigned hereby certifies that the Contractor named below, and the Contractor's subcontractors, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system." E-Verify System Link: [www.uscis.gov](http://www.uscis.gov)

**Miscellaneous**

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

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

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

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

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

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

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

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

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

**Advertising:** The Contractor shall not use the award of this contract as a part of any news release or commercial advertising.

I Certify that I received read and agree to comply with the General Terms and Conditions.

By: \_\_\_\_\_ (Signature)

(Printed Name) ARTHUR BARNES  
(Title) GENERAL MANAGER



**ATTACHMENT C**

**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS  
AND CERTIFICATION REGARDING NONDISCRIMINATION**

Forsyth County Department of Social Services

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

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

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

1. 1060 N Trade St.  
(Street address)

Winston-Salem, NC 27101  
(City, county, state, zip code)

2.  
(Street address)

(City, county, state, zip code)

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

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

#### **Certification Regarding Nondiscrimination**

**The Vendor certifies** that it will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) the Food Stamp Act and USDA policy, which prohibit discrimination on the basis of religion and political beliefs; and (i) the requirements of any other nondiscrimination statutes which may apply to this Agreement.

Contract # 2017-  
(Contractor) Winston-Salem Transit Authority

  
\_\_\_\_\_  
Signature

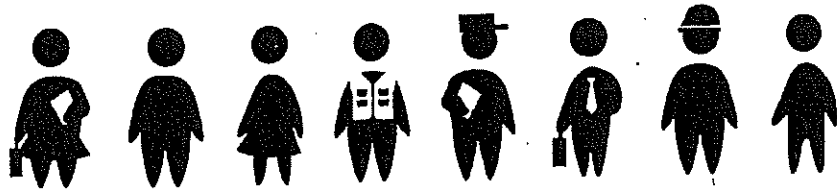
GENERAL MANAGER  
\_\_\_\_\_  
Title

WINSTON-SALEM TRANSIT AUTHORITY      8-16-16  
\_\_\_\_\_  
Agency/Organization      Date

(Certification signature should be same as Contract signature.)



2016



Transdev North America, Inc.  
and all of its subsidiaries

# CODE OF BUSINESS CONDUCT

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## Conflicts of Interest

Honesty and integrity are the highest principles we can adhere to in our business. Our success is dependent upon the public's continued trust and confidence in us as well as the examples we set for each other. Any potential or actual conflict of interest must be avoided whenever possible, including, without limitation:

- Prices, costs, profits, terms and conditions of our services.
- Accepting or giving any gift or gratuity that might impair or give the appearance of impairing an employee's independent judgment in the performance of his or her job responsibilities, or that violates Company policies and procedures; if in doubt, consulting with Senior Management or the Legal Department is advisable.
- Having a position with or investment (greater than 1% in a publicly-traded company) in a competing business.
- Having any outside activity or relationship that competes with the Company, utilizes or diverts Company resources, impairs an employee's independent judgment, or hinders giving full time and attention to his or her job.
- Having a personal relationship with another employee that interferes with the objective performance of either employee in his or her job. This includes, without limitation, prohibitions on romantic relationships between employees in direct reporting relationship with each other.

The concept of "corporate opportunity" means that no employee may appropriate or divert to any other person or entity a business or financial opportunity that the employee learns of or develops in the course of employment and knows or should know the Company might want to pursue.

No employee (or member of his or her family) may directly or indirectly have any business relationship with the Company or any of its subsidiaries or affiliates, without the prior written approval of the Company CEO and Legal Department.

- protect the confidentiality of information concerning the Company in the absence of specific authorizations and/or obligations and without using information held by the Company for personal interests;
- preserve their independent judgment and act in an objective and impartial manner;
- share their knowledge and know-how within the Company, in accordance with applicable legal provisions;
- encourage ethical behavior among employees under their supervision;
- make sure that the Company responsibly uses and maintains control over all assets and resources with which it is entrusted.

As a company, we will not tolerate the failure to honor these commitments in ourselves or in others. Any suspected or known violation will be immediately reported to supervisory personnel and/or the Finance or Legal Department, or other reporting means available.



## ATTACHMENT D

### Conflict of Interest Policy

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

A. The Board members or other governing persons, officers, employees, or agents of the Organization should neither solicit nor accept gratuities, favors, or anything of monetary value from current or potential contractors/vendors, persons receiving benefits from the Organization or persons who may benefit from the actions of any Board member or other governing person, officer, employee or agent. This is not intended to preclude bona-fide Organization fund raising-activities.

B. A Board or other governing body member may, with the approval of Board or other governing body, receive honoraria for lectures and other such activities while not acting in any official capacity for the Organization. Officers may, with the approval of the Board or other governing body, receive honoraria for lectures and other such activities while on personal days, compensatory time, annual leave, or leave without pay. Employees may, with the prior written approval of their supervisor, receive honoraria for lectures and other such activities while on personal days, compensatory time, annual leave, or leave without pay. If a Board or other governing body member, officer, employee or agent is acting in any official capacity, honoraria received in connection with activities relating to the Organization are to be paid to the Organization.

C. No Board member or other governing person, officer, employee, or agent of the Organization shall participate in the selection, award, or administration of a purchase or contract with a vendor where, to his knowledge, any of the following has a financial interest in that purchase or contract:

1. The Board member or other governing person, officer, employee, or agent;
2. Any member of their family by whole or half blood, step or personal relationship or relative-in-law;
3. An organization in which any of the above is an officer, director, or employee;
4. A person or organization with whom any of the above individuals is negotiating or has any arrangement concerning prospective employment or contracts.

D. **Duty to Disclosure** -- Any conflict of interest, potential conflict of interest, or the appearance of a conflict of interest is to be reported to the Board or other governing body or one's supervisor immediately.

E. **Board Action** -- When a conflict of interest is relevant to a matter requiring action by the Board of Directors/Trustees or other governing body, the Board member or other governing person, officer, employee, or agent (person(s)) must disclose the existence of the conflict of interest and be given the opportunity to disclose all material facts to the Board and members of committees with governing board delegated powers considering the possible conflict of interest. After disclosure of all material facts, and after any discussion with the person, he/she shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists. In addition, the person(s) shall not participate in the final deliberation or decision regarding the matter under consideration and shall leave the meeting during the discussion of and vote of the Board of Directors/Trustees or other governing body.

F. **Violations of the Conflicts of Interest Policy** -- If the Board of Directors/Trustees or other governing body has reasonable cause to believe a member, officer, employee or agent has failed to disclose actual or possible conflicts of interest, it shall inform the person of the basis for such belief and afford the person an opportunity to explain the alleged failure to disclose. If, after hearing the person's response and after

making further investigation as warranted by the circumstances, the Board of Directors/Trustees or other governing body determines the member, officer, employee or agent has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

G. **Record of Conflict** -- The minutes of the governing board and all committees with board delegated powers shall contain:

1. The names of the persons who disclosed or otherwise were found to have an actual or possible conflict of interest, the nature of the conflict of interest, any action taken to determine whether a conflict of interest was present, and the governing board's or committee's decision as to whether a conflict of interest in fact existed.
2. The names of the persons who were present for discussions and votes relating to the transaction or arrangement that presents a possible conflict of interest, the content of the discussion, including any alternatives to the transaction or arrangement, and a record of any votes taken in connection with the proceedings.

Approved by:

WINSTON-SALEM TRANSIT AUTHORITY  
Name of Organization

[Signature]  
Signature of Organization Official

8-16-16  
Date

NOTARIZED CONFLICT OF INTEREST POLICY

State of North Carolina

County of Forsyth

I, Phyllis Witherspoon, Notary Public for said County and State, certify

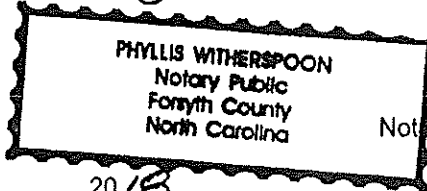
that Art Barnes personally appeared before me this day and acknowledged

that he/she is General Manager of Winston-Salem Transit Authority [enter name of entity]

and by that authority duly given and as the act of the Organization, affirmed that the foregoing Conflict of Interest Policy was adopted by the Board of Directors/Trustees or other governing body in a meeting held on the 28<sup>th</sup> day of July, 2016.

Sworn to and subscribed before me this 22<sup>nd</sup> day of August, 2016

Phyllis Witherspoon  
(Official Seal)



My Commission expires 06/12/ 2018

ATTACHMENT F


CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Forsyth County Department of Social Services

Certification for Contracts, Grants, Loans and Cooperative Agreements

Public Law 103-227, Part C-Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 per day and/or the imposition of an administrative compliance order on the responsible entity.

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

  
\_\_\_\_\_  
Signature

GENERAL MANAGER  
\_\_\_\_\_  
Title

WINSTON-SALEM TRANSIT AUTHORITY      8-16-16  
\_\_\_\_\_  
Agency/Organization      Date

(Certification signature should be same as Contract signature.)

**Attachment G**

**Forsyth County Department of Social Services**

**Certification Regarding Lobbying**

Certification for Contracts, Grants, Loans and Cooperative Agreements

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

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

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

**Paragraph A.**

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

- (4) Any attempt to influence: (i) The introduction of Federal or State legislation; or (ii) the enactment or modification of any pending Federal or State legislation by preparing, distributing or using publicity or propaganda, or by urging members of the general public or any segment thereof to contribute to or participate in any mass demonstration, march, rally, fundraising drive, lobbying campaign or letter writing or telephone campaign; or
- (5) Legislative liaison activities, including attendance at legislative sessions or committee hearings, gathering information regarding legislation, and analyzing the effect of legislation, when such activities are carried on in support of or in knowing preparation for an effort to engage in unallowable lobbying.

The following activities as enumerated in Paragraph B are excepted from the coverage of Paragraph A:  
**Paragraph B.**

- (1) Providing a technical and factual presentation of information on a topic directly related to the performance of a grant, contract or other agreement through hearing testimony, statements or letters to the Congress or a State legislature, or subdivision, member, or cognizant staff member thereof, in response to a documented request (including a Congressional Record notice requesting testimony or statements for the record at a regularly scheduled hearing) made by the recipient member, legislative body or subdivision, or a cognizant staff member thereof; provided such information is readily obtainable and can be readily put in deliverable form; and further provided that costs under this section for travel, lodging or meals are unallowable unless incurred to offer testimony at a regularly scheduled Congressional hearing pursuant to a written request for such presentation made by the Chairman or Ranking Minority Member of the Committee or Subcommittee conducting such hearing.
- (2) Any lobbying made unallowable by subparagraph A (3) to influence State legislation in order to directly reduce the cost, or to avoid material impairment of the organization's authority to perform the grant, contract, or other agreement.
- (3) Any activity specifically authorized by statute to be undertaken with funds from the grant, contract, or other agreement.

**Paragraph C.**

- (1) When an organization seeks reimbursement for indirect costs, total lobbying costs shall be separately identified in the indirect cost rate proposal, and thereafter treated as other unallowable activity costs in accordance with the procedures of subparagraph B.(3).
- (2) Organizations shall submit, as part of the annual indirect cost rate proposal, a certification that the requirements and standards of this paragraph have been complied with.
- (3) Organizations shall maintain adequate records to demonstrate that the determination of costs as being allowable or unallowable pursuant to this section complies with the requirements of this Circular.
- (4) Time logs, calendars, or similar records shall not be required to be created for purposes of complying with this paragraph during any particular calendar month when: (1) the employee engages in lobbying (as defined in subparagraphs (a) and (b)) 25 percent or less of the employee's compensated hours of employment during that calendar month, and (2) within the preceding five-year period, the organization has not materially misstated allowable or unallowable costs of any nature, including legislative lobbying costs. When conditions (1) and (2) are met, organizations are not required to establish records to support the allowability of claimed costs in addition to records already required or maintained. Also, when conditions (1) and (2) are met, the absence of time logs, calendars, or similar records will not serve as a basis for disallowing costs by contesting estimates of lobbying time spent by employees during a calendar month.
- (5) Agencies shall establish procedures for resolving in advance, in consultation with OMB, any significant questions or disagreements concerning the interpretation or application of this section. Any such advance resolution shall be binding in any subsequent settlements, audits or investigations with respect to that grant or contract for purposes of interpretation of this Circular; provided, however, that this shall not be construed to prevent a contractor or grantee from contesting the lawfulness of such a determination.

**Paragraph D.**

Executive lobbying costs. Costs incurred in attempting to improperly influence either directly or indirectly, an employee or officer of the Executive Branch of the Federal Government to give consideration or to act regarding a sponsored agreement or a regulatory matter are unallowable. Improper influence means any influence that induces or tends to induce a Federal employee or officer to give consideration or to act regarding a federally sponsored agreement or regulatory matter on any basis other than the merits of the matter.

  
Signature

GENERAL MANAGER  
Title

WINSTON-SALEM TRANSIT AUTHORITY  
Agency/Organization

8-16-16  
Date

(Certification signature should be same as Contract signature.)

ATTACHMENT H

Forsyth County Department of Social Services

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY  
AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of the fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant will provide immediate written notice to the person to which the proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, determined ineligible or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency of which

it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

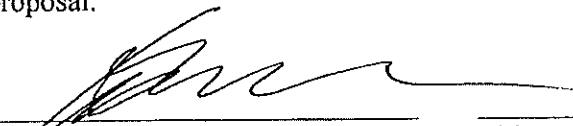
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized in paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension, and/or debarment.

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

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

  
\_\_\_\_\_  
Signature Title GENERAL MANAGER

WINSTON-SALEM TRANSIT AUTHORITY 8-16-16  
Agency/Organization Date

(Certification signature should be same as Contract signature.)



ATTACHMENT I

Forsyth County Department of Social Services  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
BUSINESS ASSOCIATE ADDENDUM

This Agreement is made effective the 1<sup>st</sup> day of July, 2016 by and between Forsyth (County Department of Social Services) ("Covered Entity") and Winston-Salem Transit Authority (name of contractor) ("Business Associate") (collectively the "Parties").

**1. BACKGROUND**

- a. Covered Entity and Business Associate are parties to a contract entitled (identify contract) Non-Emergency Medical Transportation Services (the "Contract"), whereby Business Associate agrees to perform certain services for or on behalf of Covered Entity.
- b. Covered Entity is an organizational unit of Forsyth County as the Forsyth County Department of Social Services (DSS) as a health care component for purposes of the HIPAA Privacy Rule.
- c. The relationship between Covered Entity and Business Associate is such that the Parties believe Business Associate is or may be a "business associate" within the meaning of the HIPAA Privacy Rule.
- d. The Parties enter into this Business Associate Addendum to the Contract with the intention of complying with the HIPAA Privacy Rule provision that a covered entity may disclose protected health information to a business associate, and may allow a business associate to create or receive protected health information on its behalf, if the covered entity obtains satisfactory assurances that the business associate will appropriately safeguard the information.

**2. DEFINITIONS**

Unless some other meaning is clearly indicated by the context, the following terms shall have the following meaning in this Agreement:

- a. "HIPAA" means the Administrative Simplification Provisions, Sections 261 through 264, of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.
- b. "Individual" shall have the same meaning as the term "individual" in 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
- c. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.
- d. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- e. "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR 164.103.
- f. "Secretary" shall mean the Secretary of the United States Department of Health and Human Services or his designee.

## ATTACHMENT I

- g. Unless otherwise defined in this Agreement, terms used herein shall have the same meaning as those terms have in the Privacy Rule.

### 3. OBLIGATIONS OF BUSINESS ASSOCIATE

- a. Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by this Agreement or as Required By Law.
- b. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- c. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
- d. Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware.
- e. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
- f. Business Associate agrees to provide access, at the request of Covered Entity, to Protected Health Information in a Designated Record Set to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR 164.524.
- g. Business Associate agrees, at the request of the Covered Entity, to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526.
- h. Unless otherwise prohibited by law, Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or to the Forsyth County Department of Social Services, in a time and manner designated by the Secretary, for purposes of the Forsyth County Department of Social Services determining Covered Entity's compliance with the Privacy Rule.
- i. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528, and to provide this information to Covered Entity or an Individual to permit such a response.

ATTACHMENT I

4. PERMITTED USES AND DISCLOSURES

- a. Except as otherwise limited in this Agreement or by other applicable law or agreement, if the Contract permits, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Contract, provided that such use or disclosure:
  - 1) would not violate the Privacy Rule if done by Covered Entity; or
  - 2) would not violate the minimum necessary policies and procedures of the Covered Entity.
- b. Except as otherwise limited in this Agreement or by other applicable law or agreements, if the Contract permits, Business Associate may use Protected Health Information as necessary for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- c. Except as otherwise limited in this Agreement or by other applicable law or agreements, if the Contract permits, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that:
  - 1) disclosures are Required By Law; or
  - 2) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- d. Except as otherwise limited in this Agreement or by other applicable law or agreements, if the Contract permits, Business Associate may use Protected Health Information to provide data aggregation services to Covered Entity as permitted by 45 CFR 164.504(e)(2)(i)(B).
- e. Notwithstanding the foregoing provisions, Business Associate may not use or disclose Protected Health Information if the use or disclosure would violate any term of the Contract or other applicable law or agreements.

5. TERM AND TERMINATION

- a. **Term.** This Agreement shall be effective as of the effective date stated above and shall terminate when the Contract terminates.
- b. **Termination for Cause.** Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity may, at its option:
  - 1) Provide an opportunity for Business Associate to cure the breach or end the violation, and terminate this Agreement and services provided by Business Associate, to the extent permissible by law, if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;
  - 2) Immediately terminate this Agreement and services provided by Business Associate, to the extent permissible by law; or

ATTACHMENT I

- 3) If neither termination nor cure is feasible, report the violation to the Secretary as provided in the Privacy Rule.

c. Effect of Termination.

- 1) Except as provided in paragraph (2) of this section or in the Contract or by other applicable law or agreements, upon termination of this Agreement and services provided by Business Associate, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
- 2) In the event that Business Associate determines that returning or destroying the Protected Health Information is not feasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction not feasible. Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

6. GENERAL TERMS AND CONDITIONS

- a. This Agreement amends and is part of the Contract.
- b. Except as provided in this Agreement, all terms and conditions of the Contract shall remain in force and shall apply to this Agreement as if set forth fully herein.
- c. In the event of a conflict in terms between this Agreement and the Contract, the interpretation that is in accordance with the Privacy Rule shall prevail. In the event that a conflict then remains, the Contract terms shall prevail so long as they are in accordance with the Privacy Rule.
- d. A breach of this Agreement by Business Associate shall be considered sufficient basis for Covered Entity to terminate the Contract for cause.

FORSYTH COUNTY  
DEPARTMENT OF SOCIAL SERVICES

By: [Signature]  
Debra Donahue  
Director

Date: 8/24/16

WINSTON-SALEM TRANSIT AUTHORITY  
BUSINESS ASSOCIATE

By: [Signature] (Signature)  
Printed: ARTHUR BARBER  
Title: GENERAL MANAGER

Date: 8-16-16

ATTACHMENT J

CERTIFICATION REGARDING TRANSPORTATION

Forsyth County Department of Social Services

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

1. Insuring that all drivers (including employees, contractors, contractor's employees, and volunteers) shall be at least 18 years of age;
2. Insuring that all drivers (including employees, contractors, contractor's employees, and volunteers) shall be licensed to operate the specific vehicle used in transporting clients in accordance with Chapter 20-7 of the General Statutes of North Carolina and the Division of Motor Vehicle requirements;
3. Insuring that all vehicles transporting clients shall have at least the minimum level of liability insurance appropriate for the type of vehicle as defined by Article 7, Rule R2-36 of the North Carolina Utilities Commission;
4. Insuring that the contractor shall have written policies and procedures regarding how drivers handle and report client emergencies and/or vehicle crashes involving clients to contractor and how contractor notifies the Forsyth County Department of Social Services;
5. Insuring that no more than one quarter of one percent of all trips be missed by the contractor during the course of the contract period; *(Medicaid only)*
6. Insuring that that no more than five percent (5%) of trips should be late for recipient drop off to their appointment per month; *(Medicaid only)*
7. Contractor will maintain records documenting the following *(County may require contractor to provide)*:
  - a. Valid current copies of Drivers License for all drivers;
  - b. Current valid Vehicle Registration, for all vehicles transporting clients;
  - c. Driving records for all drivers for the past three years and with annual updates;
  - d. Criminal Background checks through North Carolina Law Enforcement or NCIC prior to employment and every three years thereafter;
  - e. Alcohol and Drug Testing policy to meet the Federal Transit Authority guidelines.
8. Disclosing, at the outset of the contract, upon renewal and upon request, any criminal convictions or other reasons for disqualifications from participation in Medicare, Medicaid or Title XX programs *(signature on this form confirms this statement)*.

Signature

Title

GENERAL MANAGER

WINSTON-SALEM TRANSIT AUTHORITY

Date

8-16-16

(Certification signature should be same as Contract signature.)

## ATTACHMENT K

### What is a Private Non Profit Agency?

**Answer:** A private non profit is an organization that is incorporated under State law and whose purpose is not to make a profit, but rather to further a charitable, civic, religious, scientific, or other lawful purpose. The Secretary of State's office grants corporate status to organizations in North Carolina.

### What is a 501(c)(3) designation?

**Answer:** When the agency becomes a state private non profit corporation, it can then apply for 501(c)(3) designation through the IRS. Once the IRS grants 501(c)(3) status, the organization is exempt from certain taxes and any donations to the charitable organization are tax deductible. Many individuals and organizations prefer to make donations to 501(c)(3) private non profits.

### Who can obtain a 501(c)(3) designation?

**Answer:** Any organization or group can apply for 501(c)(3) status, provided their charter or mission focuses on the non profit's objective.

Another option is to apply for a 509(a)(1) status which falls under the 501(c)(3) umbrella. Being a 509(a)(1) designates an organization as a tax-free public charity that receives most of its support from a governmental unit or from the general public. Becoming a 509(a)(1) provides public recognition of tax-exempt status, advance assurance to donors of deductibility of contributions, exemption from certain State and federal taxes, and non profit mailing privileges. Organizations that typically qualify are churches, educational institutions, hospitals, and governmental units.

### How does a Private Non Profit obtain Tax Exempt Status?

EO Web Site [ [www.irs.gov/eo](http://www.irs.gov/eo) ]

#### IRS TE/GE Customer Service

You may direct technical and procedural questions concerning charities and other nonprofit organizations, including questions about your tax-exempt status and tax liability, to the IRS Tax Exempt and Government Entities Customer Account Services at (877) 829-5500 (toll-free number).

If you prefer to write, you may write at:

Internal Revenue Service  
Exempt Organizations Determinations  
P.O. Box 2508  
Cincinnati, OH 45201

You may also contact the Taxpayer Advocate Service, an independent organization within the IRS that helps taxpayers resolve problems with the IRS and recommends changes that will prevent problems.

A private non profit must apply to the IRS for tax exempt status. To qualify, applicants must complete and submit to the IRS Form 1023. Once federal tax exempt status is granted, the private non profit applies for State tax exempt status by completing Form CD-435 and submitting it to the N. C. Department of Revenue.

### What must a County Department of Social Services/Human Services do?

**Answer:** Verify the Tax Exempt Letter. Check date for expiration and check if current address of agency is reflected.

ATTACHMENT L

**Notice of Certain Reporting and Audit Requirements**

Grantee shall comply with all rules and reporting requirements established by statute or administrative rules. All reports must be submitted to the addresses below.

The applicable prescribed requirements are found in North Carolina General Statute 143C-6-22 & 23 entitled "Use of State Funds by Non-State Entities" and Implementation of Required Rules, 09 NCAC 03M .0102 -0802, North Carolina Administrative Code, issued September 2005.

The Contractor's fiscal year runs from July 1 to June 30.

G.S. 143C-6-23 requires every nongovernmental entity that receives State or Federal pass-through grant funds directly from a State agency to file annual reports on how those grant funds were used. There are 3 reporting levels which are determined by the total direct grant receipts from all State agencies in your fiscal year:

- Level 1: Less than \$25,000
- Level 2: At least \$25,000 but less than \$500,000
- Level 3: \$500,000 or more

A grantee's reporting date is determined by its fiscal year end and the total funding received directly from all State agencies. For those grantees receiving less than \$500,000, the due date is 6 months from its fiscal year end. For those receiving \$500,000 or more, the due date is 9 months from its fiscal year end. In addition to the reports, grantees receiving \$500,000 or more must submit a yellow book audit in electronic or hard copy to the Office of the State Auditor and to all funding State agencies at the addresses below.

**All annual grantee reports required by GS 143C-6-23 must be completed online at www.NCGrants.gov.** The online reporting system will automatically place your organization on the Noncompliance list if your reports have not been completed in www.NCGrants.gov by your required due date.

To access the online grants reporting system go to www.NCGrants.gov and click on the LOGIN tab at the top of the page. You must have a NCID to access the online reporting system. To obtain a user manual or request assistance with the system please go to https://www.ncgrants.gov/NCGrants/Help.jsp. You can also email requests for assistance directly to NCGrants@osbm.nc.gov.

Once you have logged in you will see your "Grantee Summary / Data Entry Screen".

- Your summary screen will identify your correct level of reporting, i.e., Level 1, 2 or 3, based on the State grant funds paid to your organization during your fiscal year.
- The summary will show all the grants contained in the www.NCGrants.gov system that have been awarded to your organization. The program will automatically provide links to the reports that correspond to your reporting level, and only those reports, for each grant. Check to make sure that the grant(s) shown in the system correspond with what you show as having received from each agency for your fiscal year.
- If you have questions, need help in resolving any differences between your records and online reporting system or need corrections to be made to the data you enter, send an e-mail to NCGrants@osbm.nc.gov to request help.

All grantees must file their required reports online at www.NCGrants.gov without exception.

**IMPORTANT NOTE FOR AUDITS**

ATTACHMENT L

If you expend more than \$500,000 in Federal grant funds from all sources, then you must have an A-133 single audit performed. If you are at this level for federal reporting and you are required to file a yellow book audit with the State under G.S. 143C-6-23, then you may substitute the A-133 audit for the yellow book audit.

If you are required to have an A-133 audit performed and you receive any Federal grant funds passed through the North Carolina Department of Health and Human Services, you are required to file the A-133 audit with the North Carolina Department of Health and Human Service.

If you expend more than \$500,000 and you are required to file a yellow book audit with the State Auditor under G.S. 143C-6-23, then you are also required to file the yellow book audit with the North Carolina Department of Health and Human Service.

A planned enhancement to the system is the capability for the grantee to directly upload a pdf version of their audit directly into the online system where it will be accessible to both the funding agency/agencies and the Office of the State Auditor.

Please send the required audit to the following address:

Mail to:           DHHS Office of the Controller  
                  Attention: Audit Resolution  
                  2019 Mail Service Center  
                  Raleigh, NC 27699-2019

Or direct delivery to:   1050 Umstead Drive  
                                  Raleigh, NC 27606

**Equipment Purchased with Contract Funds:**

Title to equipment costing in excess of \$500.00 acquired by the Contractor with funds from this contract shall vest in the Contractor, subject to the following conditions.

- A. The Contractor shall use the equipment in the project or program for which it was acquired as long as needed. When equipment is no longer needed for the original project or program or if operations are discontinued, or at the termination of this contract the Contractor shall contact the Division for written instructions regarding disposition of equipment.
- B. With the prior written approval of the Division, the Contractor may use the equipment to be replaced as trade-in against replacement equipment or may sell said equipment and use the proceeds to offset the costs of replacement equipment.
- C. For equipment costing in excess of \$500.00, equipment controls and procedures shall include at a minimum the following:
  1. Detailed equipment records shall be maintained which accurately include the:
    - a. Description and location of the equipment, serial number, acquisition date/cost, useful life and depreciation rate;
    - b. Source/percentage of funding for purchase and restrictions as to use or disposition; and
    - c. Disposition data, which includes date of disposal and sales price or method used to determine fair market value.
  2. Equipment shall be assigned a control number in the accounting records and shall be tagged individually with a permanent identification number.



ATTACHMENT L

3. Biennially, a physical inventory of equipment shall be taken and results compared to accounting and fixed asset records. Any discrepancy shall immediately be brought to the attention of management and the governing board.
  4. A control system shall be in place to ensure adequate safeguards to prevent loss, damage, or theft of equipment and shall provide for full documentation and investigation of any loss or theft.
  5. Adequate maintenance procedures shall be implemented to ensure that equipment is maintained in good condition.
  6. Procedures shall be implemented which ensure that adequate insurance coverage is maintained on all equipment. A review of coverage amounts shall be conducted on a periodic basis, preferably at least annually.
- D. The Contractor shall ensure all subcontractors are notified of their responsibility to comply with the equipment conditions specified in this section.



**Attachment M**

**State Certification**

**Contractor Certifications Required by North Carolina Law**

**Instructions**

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

- The text of Article 2 of Chapter 64 of the North Carolina General Statutes can be found online at: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter\\_64/Article\\_2.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter_64/Article_2.pdf)
- The text of G.S. 105-164.8(b) can be found online at: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter\\_105/GS\\_105-164.8.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_105/GS_105-164.8.pdf)
- The text of G.S. 143-48.5 (S.L. 2013-418, s. 2.(d)) can be found online at: <http://www.ncga.state.nc.us/Sessions/2013/Bills/House/PDF/H786v6.pdf>
- The text of G.S. 143-59.1 can be found online at: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter\\_143/GS\\_143-59.1.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.1.pdf)
- The text of G.S. 143-59.2 can be found online at: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter\\_143/GS\\_143-59.2.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.2.pdf)
- The text of G.S. 147-33.95(g) (S.L. 2013-418, s. 2. (e)) can be found online at: <http://www.ncga.state.nc.us/Sessions/2013/Bills/House/PDF/H786v6.pdf>

**Certifications**

- (1) Pursuant to **G.S. 143-48.5** and **G.S. 147-33.95(g)**, the undersigned hereby certifies that the Contractor named below, and the Contractor's subcontractors, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system." E-Verify System Link: [www.uscis.gov](http://www.uscis.gov)

Local government is specifically exempt from Article 2 of Chapter 64 of the North Carolina General Statutes. However, local government is subject to and must comply with North Carolina General Statute §153A-99.1., which states in part as follows:

Counties Must Use E-Verify. - Each county shall register and participate in E-Verify to verify the work authorization of new employees hired to work in the United States.

- (2) Pursuant to **G.S. 143-59.1(b)**, the undersigned hereby certifies that the Contractor named below is not an "ineligible Contractor" as set forth in G.S. 143-59.1(a) because:
- (a) Neither the Contractor nor any of its affiliates has refused to collect the use tax levied under Article 5 of Chapter 105 of the General Statutes on its sales delivered to North Carolina when the sales met one or more of the conditions of G.S. 105-164.8(b); and
- (b) [check one of the following boxes]

- Neither the Contractor nor any of its affiliates has incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c) (2) after December 31, 2001; or

(Contractor) Winston-Salem Transit Authority

The Contractor or one of its affiliates has incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001 but the United States is not the principal market for the public trading of the stock of the corporation incorporated in the tax haven country.

(3) Pursuant to G.S. 143-59.2(b), the undersigned hereby certifies that none of the Contractor's officers, directors, or owners (if the Contractor is an unincorporated business entity) has been convicted of any violation of Chapter 78A of the General Statutes or the Securities Act of 1933 or the Securities Exchange Act of 1934 within 10 years immediately prior to the date of the bid solicitation.

(4) The undersigned hereby certifies further that:

- (a) He or she is a duly authorized representative of the Contractor named below;
- (b) He or she is authorized to make, and does hereby make, the foregoing certifications on behalf of the Contractor; and
- (c) He or she understands that any person who knowingly submits a false certification in response to the requirements of G.S. 143-59.1 and -59.2 shall be guilty of a Class I felony.

Contractor's Name

*[Handwritten Signature]*

8-22-16

Signature of Contractor's Authorized Agent

Date

Printed Name of Contractor's Authorized Agent

GENERAL MANAGER

Title

8-22-16

Signature of Witness

Title

8-22-16

Printed Name of Witness

Date

The witness should be present when the Contractor's Authorized Agent signs this certification and should sign and date this document immediately thereafter.

CONTRACT PROVIDER NAME: \_\_\_ WSTA-MEDICAID TRANSPORTATION

CONTRACT NUMBER: \_\_\_ 2017-

CONTRACT PERIOD: \_\_\_ July 1, 2016 - June 30, 2017

PROVIDER'S FISCAL YEAR: \_\_\_ July 1 to June 30

**CONTRACT DETERMINATION QUESTIONNAIRE  
(PURCHASE OF SERVICE VS. FINANCIAL ASSISTANCE)**

Instructions: Enter 5 points for each factor in either the yes or no column. Once the entire list has been completed tally the points in each column. The column with the most points should be a good indicator of the designation of the organization--either Financial Assistance (Grant) or Vendor (Purchase of Service).

Determination Factors	5 points	5 points
	Financial Assistance YES	Purchase of Service NO
1 Does the provider determine eligibility?		5
2 Does the provider provide administrative functions such as Develop program standards procedures and rules?		5
3 Does the provider provide administrative functions such as Program Planning?		5
4 Does the provider provide administrative functions such as Monitoring?		5
5 Does the provider provide administrative functions such as Program Evaluation?		5
6 Does the provider provide administrative functions such as Program Compliance?	5	
7 Is provider performance measured against whether specific objectives are met?		5
8 Does the provided have responsibility for programmatic decision making?		5
9 Is the provider objective to carry out a public purpose to support an overall program objective?	5	
10 Does the provider have to submit a cost report to satisfy a cost reimbursement arrangement?	5	
11 Does the provider have any obligation to the funding authority other than the delivery of the specified goods/services?	5	
12 Does the provider operate in a noncompetitive environment?		5
13 Does the provider provide these or similar goods and/or services only to the funding agency?		5
14 Does the provide these or similar goods and/or services outside normal business operations?		5
<b>TOTAL</b>	<b>20</b>	<b>50</b>

Note: The authorized individual(s) must place an X in one of the boxes below to indicate the type of contractual arrangement for this contract , then sign and date where indicated.

FINANCIAL ASSISTANCE

PURCHASE SERVICE

Kim N. Collic  
Signature of Authorized Programmatic Individual

7/7/16  
DATE

[Signature]  
Signature of Authorized Administrative Individual

7-8-16  
DATE

ATTACHMENT O

**AGREEMENT WITH RESPECT TO  
LANGUAGE ACCESS POLICY FOR PERSONS WITH  
LIMITED ENGLISH PROFICIENCY**

This Agreement, effective this 1<sup>st</sup> day of July, 2016 is made and entered into between Forsyth County Department of Social Services (FCDSS) and Winston-Salem Transit Authority, (Service Provider).

This Agreement establishes procedures to ensure Service Provider's compliance with Forsyth County DSS policy with respect to persons with limited English proficiency (LEP). Both parties hereto understand and acknowledge that failure to take reasonable steps to ensure that individuals who are limited English proficient (LEP) have meaningful access to services provided by FCDSS and Service Provider may constitute discrimination on the basis of national origin, in violation of title VI of the Civil Rights Act of 1964, which prohibits recipients of Federal financial assistance from discrimination on the basis of race, color, or national origin.

**Definitions**

- Limited English Proficient (LEP) individual: Any prospective, potential, or actual recipient of benefits or services from the Service Provider who cannot speak, read, write, or understand the English language at a level that permits him/her to interact effectively with Service Provider.
- Vital documents: These forms include, but are not limited to, applications; consent forms; letters containing important information regarding participation in a program; notices pertaining to the reduction, denial, or termination of services or benefits, the right to appeal such actions, or that require a response from beneficiary; notices advising LEP persons of the availability of free language assistance; and other outreach materials.
- Substantial number of LEP persons: 5% or 1,000 people, whichever is smaller, who are potential applicants or recipients of the Service Provider's services and speak a primary language other than English and have limited English proficiency.

**Providing Notice to LEP Individuals**

The Service Provider shall take all appropriate steps to inform all applicants and/or recipients of its services, including those whose primary language is other than English, of the provisions of this policy. Notice shall include the name, telephone number, and address of Service Provider's staff member who is responsible for compliance with this policy.

**Service Provider's Dissemination of Information**

Dissemination of information shall include, but is not limited to, posting and maintaining signs in all Service Provider's locations in waiting rooms, reception areas, and other points of initial entry. These signs must inform applicants and beneficiaries of their right to free language assistance services and invite them to identify themselves as persons needing such services.

**Determining Language Needs of Each Applicant/Recipient**

At the first point of contact whether via telephone or in person, each applicant/recipient shall be assessed to determine the individual's primary language. Techniques that can be used include:

- The individual's declaration that they do not speak English. His/her primary language must then be identified. A declaration of the client shall be sufficient to establish the client's primary language. However, staff should not rely solely on the individual's own assessment of his/her English language proficiency in determining the need for an interpreter. Under no circumstances, shall a Service Provider staff member make this interpretation based solely on whether an individual can answer short questions or a question to which the answer is "yes" or "no."

## ATTACHMENT O

- English proficiency assessment tools, provided they are administered in a manner that is sensitive to and respectful of individual dignity and privacy.
- If no other resources are available, a telephone interpretation service shall be utilized in making this determination.

### **Providing Bi-Lingual/Interpreter Services**

- When an applicant/recipient is assessed as LEP, he/she shall be informed of interpreter availability and his/her right to have a language interpreter at no cost.
- Interpreting services are available locally through Communication Access Partners at 336-723-1423 and/or Catholic Charities at 336-727-0705. Other interpreting services and/or community volunteers may also be used. Service Provider shall be responsible for any fees charged by persons or agencies providing interpretive services.
- Bi-lingual services shall be provided to serve non-English speakers without undue delay.
- An offer of free interpreter services must be documented in the case file.
- Only under extenuating circumstance, when other remedies have been exhausted, shall a minor (under the age of 18) act as an interpreter, and then only under a temporary basis.

### **Written Information to LEP Individuals**

- Documents vital for service delivery and other written materials that are routinely made available in English to applicants shall also be made available to limited English speakers. Exception: A program with fewer than 100 persons eligible to be served or likely to be affected by the program must provide written notice in the primary language of the LEP language group of the right to receive oral translation of written materials.
- Until further notice by FCDSS, requirements for vital documents and other written materials apply to Spanish only. Until FCDSS determines a need for written material to be provided in languages other than Spanish, oral translation of those documents is sufficient.

### **Documentation of Applicant/Recipient Case Record**

Service Provider's case records, including computerized records, must include the following:

- Identification of the applicant's/recipient's ethnic origin and primary language.
- For individuals identified as Spanish speakers, the individual's acceptance, or refusal of forms or other written materials in the individuals in Spanish.
- For other LEP individuals, the individual's request for or refusal of oral translation and how that request was met.
- The method used to provide bi-lingual services, e.g., by bi-lingual employee of Service Provider, contract interpreter, volunteer interpreter, or client- provided interpreter. In the event a minor acts as interpreter, the circumstances requiring the temporary use of minors must be documented.

### **Applicant/Recipient Complaints of Discriminatory Treatment**

Service Provider shall review this information with all of its employees to ensure that there is not a gap between this written policy and the actual practices of employees interacting with LEP individuals.

- The Service Provider will provide assistance to LEP individuals who do not speak or write English if they indicate they would like to file a complaint of discriminatory treatment against Service Provider. Complaints shall be filed in writing, contain the name and address of the person filing the complaint, and briefly describe the alleged violation.
- Complaints shall be filed with the Director of the Forsyth County Dept. of Social Services, 741 N. Highland Avenue, Winston-Salem NC 27101, no later than 60 days of the alleged violation.
- The FCDSS Director or his/her designee shall investigate the matter. If the investigation indicates a failure to comply with this policy, Service Provider and complainant shall be notified and FCDSS shall attempt to resolve the matter by informal means. FCDSS shall notify the Office of Legal

ATTACHMENT O

Affairs, Office of the Secretary of North Carolina Department of Health & Human Services (NCDHHS) of complaint(s) filed, the date of filing, actions taken and resolution thereof.

- o If the matter can not be resolved by informal means, the FCDSS Director or his/her designee shall refer the matter to the Office of Legal Affairs, Office of the Secretary of NCDHHS with a recommendation that the appropriate proceedings against Service Provider be brought or proceed under applicable state or local law.

IN WITNESS WHEREOF, Forsyth County Department of Social Services and Service Provider, through their authorized officers and agents, have caused this Agreement to be executed on their behalf.

PROVIDER

By: \_\_\_\_\_

(Signature)

ARTHUR BLANES  
(Print Name and Title)

FORSYTH COUNTY  
DEPT. OF SOCIAL SERVICES

By: \_\_\_\_\_

Debra Donahue  
Director



**CERTIFICATION OF ELIGIBILITY  
Under the Iran Divestment Act**

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

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

Vendor: WINSTON-SHEM TRAVEL AUTHORITY

By:  Date 8-16-16

Anita Barnes Printed  
Name Title GENERAL MANAGER

The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address: <https://www.nctreasurer.com/inside-the-department/OpenGovernment/Pages/Iran-Divestment-Act-Resources.aspx> and will be updated every 180 days. For questions about the Department of State Treasurer's Iran Divestment Policy, please contact Meryl Murtagh at [Meryl.Murtagh@nctreasurer.com](mailto:Meryl.Murtagh@nctreasurer.com) or (919) 814-3852.

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