

**FORSYTH COUNTY  
BOARD OF COMMISSIONERS**

**BRIEFING  
DRAFT**

9

MEETING DATE: AUGUST 16, 2018

AGENDA ITEM NUMBER: \_\_\_\_\_

**SUBJECT: RESOLUTION RATIFYING AND AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN FORSYTH COUNTY AND WINSTON-SALEM TRANSIT AUTHORITY FOR THE PURCHASE OF BUS PASSES TO ASSIST ELIGIBLE RECIPIENTS OF WORK FIRST, ADULT SERVICES, FAMILY & CHILDREN'S SERVICES AND MEDICAID TRANSPORTATION SERVICES WITH TRANSPORTATION NEEDS  
(FORSYTH COUNTY DEPARTMENT OF SOCIAL SERVICES)**

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

**SUMMARY OF INFORMATION:**

Contract Amount: \$35,500

Work First Program: \$10,000 100% Reimbursable State Funds

Family & Children's Services: \$15,000 50% Reimbursable Federal Funds

Adult Services: \$500 50% Reimbursable Federal Funds

Medicaid Transportation: \$10,000 100% Federal Funds

Agreement to purchase an estimated 1,800 monthly bus passes, 650 ten-ride bus passes, 2,000 one-ride passes to be distributed by DSS to eligible individuals in its Work First, Adult Services, Family & Children's Services and Medicaid Transportation units.

**CONTRACT PERIOD:** July 1, 2018-June 30, 2019

ATTACHMENTS:

YES

NO

SIGNATURE: \_\_\_\_\_

COUNTY MANAGER

DATE: \_\_\_\_\_

**RESOLUTION RATIFYING AND AUTHORIZING EXECUTION OF AN  
INTERLOCAL AGREEMENT BETWEEN FORSYTH COUNTY AND WINSTON-  
SALEM TRANSIT AUTHORITY FOR THE PURCHASE OF BUS PASSES TO  
ASSIST ELIGIBLE RECIPIENTS OF WORK FIRST, ADULT SERVICES,  
FAMILY & CHILDREN'S SERVICES AND MEDICAID TRANSPORTATION  
SERVICES WITH TRANSPORTATION NEEDS  
(FORSYTH COUNTY 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 \$35,500 between Forsyth County, on behalf of its Department of Social Services, and Winston-Salem Transit Authority, for the purchase of bus passes to assist eligible recipients of Work First, Adult Services, Family & Children's Services and Medicaid Transportation Services with transportation needs during the period July 1, 2018 through June 30, 2019, 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. (Contract Control #2019-0136-00)

**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 16<sup>th</sup> day of August 2018.

NORTH CAROLINA)

FORSYTH COUNTY)

AGREEMENT

THIS AGREEMENT is made and entered into this 1<sup>ST</sup> day of July, 2018, 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 and subject to the terms and conditions hereinafter set forth, the County hereby contracts for the purchase of Winston-Salem Transit Authority bus passes for the use by FCDSS to distribute to eligible individuals who require assistance with transportation, and the Provider agrees to provide the services to the County in accordance with the terms of this Agreement.

II.

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

a) This underlying Agreement, pages 1-5 (Scope of Work, Section III, page 3, substituted for NC DHHS's recommended "B" Attachment)

b) The General Terms and Conditions (Attachment A), pages 1-4

c) \*Federal Certification Regarding Drug-Free Workplace and Certification Regarding Nondiscrimination (Attachment C), pages 1-2

d) \*Conflict of Interest (Attachment D), pages 1-2

e) ~~\*No Overdue Taxes (Attachment E), page 1 N/A~~ (CF)

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-efile/k1023.pdf>, page 1 N/A~~ (CF)

l) \*Agreement With Respect to Language Access Policy for Persons with Limited English Proficiency, (Attachment L), page 1-3

m) \*State Contractor Certifications (Attachment M), pages 1-2

n) \*Non-Discrimination, Clean Air, Clean Water Act, (Attachment N), pages 1-3

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 2018-2019 and (2) that all Attachments are incorporated herein by reference.**

**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.

2. **REVERSION OF FUNDS:** Any unexpended grant funds shall revert to the County Department of Social Services upon termination of this Agreement.

3. **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

- o Section 455.104 -- Disclosure By Providers And Fiscal Agents: Information On Ownership And Control, Section;
- o Section 455.105 -- Disclosure By Providers: Information Related To Business Transactions; and
- o Section 455.106 -- Disclosure By Providers: Information On Persons Convicted Of Crimes.

4. **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:

Cindy Fuhrken, Contracts Manager  
Forsyth County Dept. of Social Services  
741 North Highland Avenue  
Winston-Salem, NC 27101  
Telephone: 336-703-3421  
Fax: 336-727-2850  
[fuhrkecl@forsyth.cc](mailto:fuhrkecl@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)

5. **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.
6. **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.
7. **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.
8. The Provider shall supply, at its sole expense, all equipment, tools, materials, or supplies required to provide contracted services unless otherwise agreed in writing.
9. **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 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. **HUMAN RESOURCES.** Recruit, screen, employ, supervise, train and evaluate staff and other appropriate professional personnel to provide services provided under this Agreement. Provider will perform criminal record checks on personnel who work directly with clients covered under this Agreement, and shall ensure that no personnel providing services hereunder, paid or volunteer, shall have been convicted, before or after execution of this agreement, of any sex crime or crimes of violence.
2. **CONFIDENTIALITY:** Keep confidential any information about a client covered under this Agreement. Provider shall not share such information except only among FCDSS and Provider staff 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, concurrently initiated during FY2018-19.
3. Comply with **FCDSS Language Access Policy** as further provided in the **Attachment L "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 which is concurrently initiated during FY2018-19.
4. Comply with **Non-Discrimination, Clean Air, Clean Water Policy** as further provided in the **Attachment N "Non-Discrimination, Clean Air Act, Clean Water Act"** entered into between the parties hereto, which Agreement is incorporated herein by reference as if fully set forth herein which is concurrently initiated during FY 2018-19.
5. 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.
6. **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.
7. **Certification of Eligibility Under the Iran Divestment Act.** In accordance with N.C.G.S. §147-86.59 and other applicable sections of N.C.G.S. §147-86.55 et seq., the Iran Divestment Act of 2015, each Party hereby certifies that it is not identified on the State Treasurer's list of persons which the Treasurer has determined engage in investment activities in Iran, including any subcontractors hereunder of either Party. By Agreeing to the terms and conditions of the contract, 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.

#### IV.

Provider shall begin services effective July 1, 2018, and, unless sooner terminated by mutual consent or as hereinafter provided, shall provide services until June 30, 2019. 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 information is received that Provider's actions or inactions may put FCDSS employees or beneficiaries 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:

- o at a rate not to exceed \$1.00 per one-ride bus pass
- o at a rate not to exceed \$10.00 per ten-ride bus pass
- o at a rate not to exceed \$15.00 per monthly bus pass,

all payable in monthly installments.

No fees shall be charged to individuals provided services under this Agreement. The County shall make payment within 30 days of receipt of an invoice and supporting documents, provided that all elements of the Agreement are satisfactorily met.

Total payments under this contract are not to exceed \$35,500.00 during fiscal year ending June 30, 2019 without executing a written contract amendment.

This contract consists of for Work First Transportation \$0.00 in Federal funds (CFDA# N/A ), \$10,000.00 in State funds, and \$0.00 in County funds SIS Code 532; Family and Children's Division \$7,500.00 in Federal funds (CFDA# 93.645), \$0.00 in State funds, and \$7,500.00 in County funds SIS Code 251; Adult Services \$250 in Federal funds (CFDA# 93.667), \$0.00 in State funds, and \$250 in County funds SIS Code 250; NEMT (CFDA#93.778) \$10,000.00 in Federal Funds, \$0.00 in State Funds, and \$0.00 in County Funds.

There are no matching requirements from the Contractor.

#### VI.

The Provider shall maintain for the duration of this contract, 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 or be no less than two times the occurrence limit. Such insurance:
1. Shall name Forsyth County, its officials, officers, and employees as insured, with respect to performance of the services of this contract. The coverage shall contain no special limitations on the scope of protection afforded to the above listed insureds.
  2. 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 \$1,000,000 each accident. 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 shall maintain workers' compensation insurance with North Carolina statutory limits and employers' liability insurance with limits of not less than \$100,000 each accident.
- D. **Other Insurance Requirements.** The Provider shall:
1. 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 provide that such insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage except on 30 days' prior notice to the County at: Forsyth County Risk Manager, 201 N. Chestnut St., Winston-Salem, NC 27101.
  2. Provide certified copies of endorsements and policies, if requested by Forsyth County, in lieu of or in addition to certificates of insurance.
  3. Replace certificates, policies, and endorsements for any such insurance that expires prior to the completion of services under this Agreement.
  4. 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 this requirement shall require written approval of Forsyth County's Risk Manager.
  5. This contract must not be 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 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  
Arthur Barnes, General Manager

EIN: 56-6000241

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

Financial Reporting Year:  
July 1 to June 30

**FORSYTH COUNTY**

By: Victor Isler  
Victor Isler  
Director, Dept. of Social Services

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

**ATTEST:**

By: \_\_\_\_\_  
Signature  
Clerk to the Board

Approved as to form and legality:

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

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

**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 of or any act or omission of the Contractor in connection with the performance of this contract.

**Insurance: AS STATED IN UNDERLYING 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 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 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.

(Street address)

*1060 N Trade St*

(City, county, state, zip code)

*Winston Salem, Forsyth, NC 27101*

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.

  
\_\_\_\_\_  
Signature of Officers

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

*WINSTON-SALEM TRANSIT AUTHORITY*  
\_\_\_\_\_  
Agency/Organization

*7-2-18*  
\_\_\_\_\_  
Date

(Certification signature should be same as Contract signature.)

## 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

7-11-18

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

Arthur Barnes personally appeared before me this day and acknowledged that he/she is General Manager of Winston-Salem Transit Authority  
[title] [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

10<sup>th</sup> day of August, 2017.

Sworn to and subscribed before me this 11<sup>th</sup> day of July, 2018.



[Signature]  
Notary Public Signature

My Commission expires 06/12/23, 20 23

**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 of Officer

GENERAL MANAGER  
Title

WINSTON-SALEM TRANSIT AUTHORITY  
Agency/Organization

7-2-18  
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 of Officer

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

WINSTON-SALEM TRANSIT AUTHORITY  
\_\_\_\_\_  
Agency/Organization

7-2-18  
\_\_\_\_\_  
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
- (Federal Certification-Debarment)(06/2015)

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 of Official

GENERAL MANAGER  
Title

WINSTON-SALEM TRANSIT AUTHORITY  
Agency/Organization

7-2-18  
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, 2018 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) purchase of Winston-Salem Transit Authority bus passes (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: 

Victor Isler  
Director

Date: 7-10-18

WINSTON-SALEM TRANSIT AUTHORITY  
BUSINESS ASSOCIATE

By:  (Signature)

Printed: Anthony Barnes  
Title: General Manager

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

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 of Official

GENERAL MANAGER  
Title

WINSTON-SALEM TRANSIT AUTHORITY      7-2-18  
Agency/Organization      Date  
(Certification signature should be same as Contract signature.)

ATTACHMENT L

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

This Agreement, effective this 1<sup>st</sup> day of July, 2018 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

## ATTACHMENT L

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."

- 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.

ATTACHMENT L


- 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 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.
- 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

FORSYTH COUNTY  
DEPT. OF SOCIAL SERVICES

By:   
(Signature of Official)

By:   
Victor Isler  
Director

ARTHUR BARNES  
(Print Name and Title)  
GENERAL MANAGER

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

**Certifications**

- (1) **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

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.

WINSTON-SALEM TRANSIT AUTHORITY  
Contractor's Name

[Signature]  
Signature of Contractor's Authorized Agent  
7-11-18  
Date

ARTHUR BARNES  
Printed Name of Contractor's Authorized Agent  
GENERAL MANAGER  
Title

[Signature]  
Signature of Witness  
Human Resource Mgr.  
Title

Phyllis Witherspoon  
Printed Name of Witness  
7-11-2018  
Date

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

## ATTACHMENT N

### CERTIFICATIONS -- NONDISCRIMINATION, CLEAN AIR ACT, AND CLEAN WATER ACT

- I. NONDISCRIMINATION COMPLIANCE-- GENERALLY:** The Contractor certifies that it will comply with all nondiscrimination federal statutes. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C.2000d; P.L. 88-352) which prohibits discrimination on the basis of sex, race, color, national origin, and religion; (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 prohibits discrimination on the basis of religion and political beliefs; and (i) the requirements of any other nondiscrimination statutes which may apply to this Agreement.
- A. NONDISCRIMINATION COMPLIANCE -- EMPLOYMENT:** The Contractor must comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented by the Department of Labor Regulations (41 CFR Part 60): The Executive Order prohibits federal contractors and federally-assisted construction contractors and subcontractors who perform services amounting to over \$10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, or national origin. The Executive Order also requires Government contractors to take affirmative action to ensure that equal opportunity is provided in all aspects of employment.
- B. NONDISCRIMINATION COMPLIANCE -- LEP INDIVIDUALS' MEANINGFUL ACCESS TO SNAP BENEFITS:**
1. Contractors that participate in the Supplemental Nutrition Assistance Program ("SNAP") must take reasonable steps to ensure that Limited English Proficient Persons ("LEP") have meaningful access to programs, services, and benefits. This includes the requirement to provide bilingual program information and certification materials and interpretation services to single language minorities in certain project areas. SNAP Contractors that do not provide meaningful access for LEP individuals risk violating regulations which prohibit discrimination on the grounds of the Food and Nutrition Act of 2008, as amended; the Age Discrimination Act of 1975 (Pub. L. 94-135); the Rehabilitation Act of 1973 (Pub. L. 93-112, Section 504); Americans with Disabilities Act of 1990 (42 U.S.C. 12101); Title VI of the Civil Rights Act of 1964 (42 U.S.C.2000d) and SNAP regulations at 7 C.F.R. 272.6(a). They also risk noncompliance with the USDA policy guidance titled, "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons", published in 79 FR 70771 - 70784 (Effective November 28, 2014).
  2. The Contractor should develop an implementing plan to address the language assistance needs of the LEP population served. This may include contracting for oral interpretation services, hiring bilingual staff, arranging telephone interpreters or language lines, coordinating community volunteers, translating vital documents, and providing written notice that language services are available in



appropriate languages. Quality and accuracy of the language service is critical in order to avoid serious consequences to the LEP recipient. LEP needs should be considered in developing budgets and front line staff should understand how to obtain language assistance services. For additional assistance and information regarding LEP matters, please also visit <http://www.lep.gov>.

**C. NONDISCRIMINATION COMPLIANCE – EQUAL OPPORTUNITY ACCESS FOR PERSONS WITH DISABILITIES:**

1. The Contractor must also ensure equal opportunity access for persons with disabilities. This includes ensuring that communications with applicants, participants, members of the public, and companions with disabilities are as effective as communications with people without disabilities. Contractors that do not provide persons with disabilities equal opportunity access to programs may risk violating regulations which prohibit disability discrimination as set out in the Rehabilitation Act of 1978, the American with Disabilities Act (ADA) of 1990, as amended; and SNAP program regulations.
2. DOJ published revised final regulations implementing Title II and Title III of the ADA on September 15, 2010. These regulations are codified at 28 C.F.R. Part 35 "Nondiscrimination on the Basis of Disability in State and Local Government Services" and at 28 C.F.R. Part 36 "Nondiscrimination on the Basis of Disability in Public Accommodations and Commercial Facilities". In accordance with the implementing regulations, Contractors must provide auxiliary aids and services where necessary to ensure effective communication and equal opportunity access to program benefits for individuals with disabilities. The type of auxiliary aids and services required will vary, but a Contractor may not require an individual with a disability to bring another individual to interpret, and may rely on a person accompanying a disabled individual only in limited circumstances. When a Contractor communicates with applicants and beneficiaries by telephone, it must provide text telephone services (TTY) or have access to an equally effective electronic telecommunications system to communicate with individuals who are deaf, hard of hearing, or hearing impaired. Contractors must also ensure that interested persons, including persons with impaired vision or hearing, can obtain information as to the existence and location of accessible services, activities, and facilities. For more information, please visit the ADA website: <http://www.ada.gov>.

**II. CERTIFICATIONS REGARDING CLEAN AIR ACT, SECTION 306;  
42 U.S.C. §7401 ET SEQ. (1970)**

- A. No Federal agency may enter into any contract with any person who is convicted of any offense under section 113(c) for the procurement of goods, materials, and services to perform such contract at any facility at which the violation which gave rise to such conviction occurred if such facility is owned, leased, or supervised by such person. The prohibition in the preceding sentence shall continue until the Administrator certifies that the condition giving rise to such a conviction has been corrected. For convictions arising under section 113(c)(2), the condition giving rise to the conviction also shall be considered to include any substantive violation of this Act associated with the violation of 113(c)(2). The Administrator may extend this prohibition to other facilities owned or operated by the convicted person.
- B. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a).
- C. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's air, the President shall, not more than 180 days after enactment of the Clean Air Amendments of 1970 cause to be issued an order (1) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate

the purpose and policy of this Act in such contracting or assistance activities, and (2) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.

- D. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.
- E. The President shall annually report to the Congress on measures taken toward implementing the purpose and intent of this section, including but not limited to the progress and problems associated with implementation of this section. [42 U.S.C. 7606]

**III. THE CLEAN WATER ACT; 33 U.S.C. §1251 ET SEQ. (1972)**

- A. No Federal agency may enter into any contract with any person who has been convicted of any offense under Section 309(c) of this Act for the procurement of goods, materials, and services if such contract is to be performed at any facility at which the violation which gave rise to such conviction occurred, and if such facility is owned, leased, or supervised by such person. The prohibition in preceding sentence shall continue until the Administrator certifies that the condition giving rise to such conviction has been corrected.
- B. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a) of this section.
- C. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's water, the President shall, not more than 180 days after the enactment of this Act, cause to be issued an order:
  - (i) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and
  - (ii) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.
- D. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.
- E. The President shall annually report to the Congress on measures taken in compliance with the purpose and intent of this section, including, but not limited to, the progress and problems associated with such compliance.
- F. No certification by a contractor, and no contract clause, may be required in the case of a contract for the acquisition of commercial items in order to implement a prohibition or requirement of this section or a prohibition or requirement issued in the implementation of this section.
- G. In paragraph (1), the term "commercial item" has the meaning given such term in section 4(12) of the Office of Federal Procurement Policy Act [41 U.S.C. 403(12)].

The undersigned certifies reading and understanding the requirements as set out in this Attachment N and agrees that Provider will comply.

  
\_\_\_\_\_  
Officer Signature

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

*WINSTON-SALEM TRANSIT AUTHORITY 7-2-18*  
\_\_\_\_\_  
Agency/Organization Date

(Certification signature should be same as Contract signature.)