

# FORSYTH COUNTY

## BOARD OF COMMISSIONERS

MEETING DATE: SEPTEMBER 23, 2013 AGENDA ITEM NUMBER: 6

**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 INDIVIDUALS WITH TRANSPORTATION NEEDS (DEPARTMENT OF SOCIAL SERVICES)**

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

**SUMMARY OF INFORMATION:**

Contract Amount: \$36,000

Agreement to purchase an estimated 1950 monthly bus passes, 600 ten-ride bus passes, 750 one-ride passes to be distributed by DSS to eligible individuals in its Work First, Adult Services, and Family & Children's Services units.

**CONTRACT PERIOD:** July 1, 2013-June 30, 2014

ATTACHMENTS:  YES  NO

SIGNATURE: *J. Audrey Watraj, CDH* COUNTY MANAGER DATE: September 19, 2013

**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 INDIVIDUALS WITH TRANSPORTATION NEEDS  
(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 \$36,000 (Contract Control #2014-0192-00) 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 individuals with transportation needs, subject to a pre-audit certificate thereon by the Chief Financial Officer, where applicable, and approval as to form and legality by the County Attorney. The original contract is incorporated herein by reference.

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

Adopted this the 23<sup>rd</sup> day of September 2013.

NORTH CAROLINA)

AGREEMENT

FORSYTH COUNTY)

THIS AGREEMENT is made and entered into this 1st day of July, 2013 between Forsyth County (the County), on behalf of its Department of Social Services (FCDSS), and Winston-Salem Transit Authority, (Provider).

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 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.

Provider shall, for services provided under this contract:

1. **TRANSPORTATION CERTIFICATION:** By execution of this Agreement, the Provider certifies that any of Provider's employees, contractors, contractors' employees, and volunteers, who transport clients covered under this Agreement are at least eighteen (18) years of age and are licensed to operate the specific vehicle used in transporting clients covered under this Agreement in accordance with Chapter 20, Article 2, §20-7 of the General Statutes of North Carolina and regulations administered by the North Carolina Division of Motor Vehicles. Provider shall maintain insurance required for the specific type of vehicle in order to satisfactorily complete the terms of this Agreement as set out in N.C. Gen. Stat. Chapter 20; shall also maintain the level of insurance if any is required specific vehicle type of vehicle under Article 7, Rule R2-36 of the North Carolina Utilities Commission; and shall maintain valid State registrations for all vehicles used to transport clients covered under this Agreement. Provider shall have written policies and procedures regarding how its drivers are to handle and report client emergencies and/or vehicle crashes involving clients to contractors covered under this Agreement. Provider shall also notify FCDSS by telephone of specific details within one hour of any vehicle accident involving any client covered under this Agreement. Provider shall also ensure to maintain records documenting the following and shall provide to FCDSS if requested:
- Valid current copies of Drivers License for all drivers;
  - Current valid Vehicle Registration, for all vehicles transporting clients;
  - Driving records for all drivers for the past three years and with annual updates;
  - Criminal Background checks through North Carolina Law Enforcement or NCIC prior to employment and every three years thereafter;
  - Alcohol and Drug Testing policy which meets the Federal Transit Authority guidelines

Provider also certifies that it shall disclose at the onset of the contract, upon renewal, and upon request, any criminal convictions or any other reasons which disqualify Provider's employees, contractors, contractor's employees, and volunteers, from participating in Medicare, Medicaid, or Title XX programs.

2. **DRUG-FREE WORKPLACE FEDERAL CERTIFICATION:** By execution of this Agreement the Provider certifies it maintains a drug-free workplace as follows:
- by establishing a drug-free awareness program to inform employees about: 1) the dangers of drug abuse in the workplace (2) the Provider'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
  - by publishing a written statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Provider's workplace and specifying the actions that Provider take against employees for violation of such prohibition
  - by requiring that any of Provider's employees engaged in the performance of services to FCDSS be given a written copy of the Provider's drug-free workplace policies. Provider shall also notify any of its employees engaged in the performance of services to FCDSS that, as a condition of employment, the employee shall: (1) comply with the Provider's drug-free workplace policies; and (2) the employee shall notify the Provider of any conviction for a violation involving drugs occurring in the Provider's workplace no later than five days after such conviction. Provider shall notify FCDSS in writing within ten days after receiving notice from an employee or otherwise receiving actual notice of such conviction

- by taking one of the following actions within 30 days of receiving notice 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;
- by making a good faith effort to continue to maintain a drug-free workplace through implementation of the measures specified in the County's Drug Free workplace provisions.

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 (4 C.F.R. Part 85, Sections 85.615 and 86.620).

3. **ENVIRONMENTAL TOBACCO SMOKE FEDERAL CERTIFICATION:** By execution of this Agreement the Provider certifies compliance with the requirements of Public Law 103-227, Part C-Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 ("Act"). It prohibits smoking 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 eighteen (18). This prohibition applies if the services are Federally funded programs directly or through State or local governments, or 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 the imposition of an administrative compliance order on the responsible entity.
4. **NONDISCRIMINATION FEDERAL CERTIFICATION:** By execution of this Agreement, the Provider certifies that it will comply with all Federal statutes relating to nondiscrimination which include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), as amended 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 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.
5. 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 of any sex crime or crimes of violence.
6. **CONFIDENTIALITY:** Keep confidential any information about a client covered under this Agreement. Such information shall be shared only among FCDSS and Provider staff that need to know such information in order to coordinate, manage, or deliver services to the client. 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 as a result 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). 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 "Business Associate Addendum" entered into between the parties hereto, which Addendum is incorporated herein by reference as if fully set forth herein which is concurrently initiated during FY 2013-14.
7. Comply with FCDSS Language Access Policy as further provided in the " 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 FY 2012-13.
8. Notify FCDSS in writing within thirty days of any change to the information provided in Provider's notarized "Conflict of Interest Policy Statement" submitted by Provider to FCDSS, which Statement is incorporated herein by reference as if fully set forth herein which is concurrently initiated during FY 2013-14.
9. Notify FCDSS in writing within thirty days of any change in the information or requirements as outlined and as provided in Provider's notarized "No Overdue Tax Debts Statement" submitted by Provider to FCDSS, which Statement is incorporated herein by reference as if fully set forth herein which is concurrently initiated during FY 2013-14.

10. It is the expectation of Forsyth County that the Provider will comply, and the Provider agrees to comply, with all applicable federal immigration laws in its hiring and contracting practices relating to the services covered by this contract involving County funds, as outlined in the Resolution adopted by the Forsyth County Board of Commissioners at its regular meeting of October 23, 2006.
11. The parties agree that this contract consists of standards contained in documents incorporated herein by reference, that are separately certified in writing by provider, and are submitted to FCDSS. The documents are entitled: "General Terms and Conditions", "Federal Certification Regarding Lobbying", "Federal Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions" (both applicable if \$25,000 or more of federal participation is involved); "501(c)(3) and Tax Exempt Status" letter under the Internal Revenue Service Federal Tax Exemption provisions, "Contract Determination Questionnaire" and "Notice of Certain Reporting and Audit Requirements".
12. **PRECEDENCE AMONG CONTRACT DOCUMENTS:** In the event of a conflict between or among the terms of the Contract Documents, the terms in the Contract Document with the highest relative precedence shall prevail. The order of precedence shall be the order of documents and provisions as listed below with the first-listed document having the highest precedence and the last-listed document having the lowest precedence as follows: 1) the Contract Document, 2) the General Terms and Conditions, 3) the Scope of Work set out in the Contract Document, 4) Drug-Free Workplace and Nondiscrimination set out in the Contract Document, 5) Conflict of Interest, 6) No Overdue Taxes, 7) Environmental Tobacco Smoke set out in the Contract Document, 8) Lobbying , 9) Debarment, 10) HIPPA Business Associate Addendum, 11) Transportation set out in the Contract Document, 12) IRS Federal tax exempt letter or 501 (c), 13) Certain Reporting and Auditing Requirements, and 14) Contract Questionnaire. If there are multiple Contract Amendments, the most recent amendment shall have the highest precedence and the oldest amendment shall have the lowest precedence.

### III.

The services of the Provider shall begin on July 1, 2013, and, unless sooner terminated by mutual consent or as hereinafter provided, shall be provided until June 30, 2014. Either party shall have the right to terminate this Agreement for services upon thirty (30) 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 individuals referred for services in any type of danger or possible harm.

### IV.

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 \$36,000 during fiscal year ending June 30, 2014 without executing a written contract amendment.

This contract consists of for Work First Transportation \$0.00 in Federal funds (CFDA# N/A ), \$15,000.00 in State funds, and \$0.00 in County funds SIS Code 532; Family and Children's Division \$10,000.00 in Federal funds (CFDA# 93.645), \$0.00 in State funds, and \$10,000.0 in County funds SIS Code 251; Adult Services \$500 in Federal funds (CFDA# 93.667), \$0.00 in State funds, and \$500 in County funds SIS Code 250.

There are no matching requirements from the Contractor.

### V.

Each party hereto agrees to be responsible for its own liabilities and that of its officers, employees, agents or representatives arising out of this Agreement to the extent it is legally required to do so.

VI.

1. **CONTRACT 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 contract 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 Contract Administrator by giving timely written notice to the other Party.

For the County:

Sherri Cook, Contracts Manager  
Forsyth County Dept. of Social Services  
741 North Highland Avenue  
Winston-Salem, NC 27101  
Telephone: 336-703-3421  
Fax: 336-727-2850  
cookss@forsyth.cc

For Provider:

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

2. The Provider shall operate as an independent contractor, and the County shall not be responsible for any of the Provider 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.
3. 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.
4. 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.
5. 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.
6. The Provider or Provider's employees have no authority to enter into contracts or agreements on behalf of the County.
7. 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.
8. The Provider agrees to retain all books, records and other documents relevant to this Agreement for five years after final payment or until all audits continuing beyond this period have been completed. Federal auditors and any persons authorized by the NCHHS Division of Social Services, the NCHHS 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.
9. **REPORTING REQUIREMENTS:** The Provider shall comply with audit requirements as described in N.C.G.S. § 143C-6-22 & 23 and OMB Circular A-133 and shall disclose all information required by 42 USC 455.104, or 42 USC 455.105, or 42 USC 455.106.
10. **SUPPLEMENTATION OF EXPENDITURE OF PUBLIC FUNDS:** The Contractor assures that funds received pursuant to this contract shall be used only to supplement, not to supplant, the total amount of federal, state and local public funds that the Contractor otherwise expends for contract services and related programs. Funds received under this contract shall be used to provide additional public funding for such services; the funds shall not be used to reduce the Contractor's total expenditure of other public funds for such services.
11. **OUTSOURCING TO OTHER COUNTRIES:** The Contractor certifies that it has identified to the County all jobs related to the contract that have been outsourced to other countries, if any. The Contractor further agrees that it will not outsource any such jobs during the term of this contract without providing notice to the County.
12. The Provider shall supply, at its sole expense, all equipment, tools, materials, or supplies required to provide contracted services unless otherwise agreed in writing.
13. **FEDERAL CERTIFICATIONS:** Individuals and organizations receiving federal funds must ensure compliance with certain Certifications required by federal laws and requirements. The Provider is hereby complying with such Certifications. The Provider submits such assurances and Certifications as signed by the Provider's authorized representative.

This contract 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 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 Forsyth County, North Carolina. The place of this contract 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, and no amendment may be made to this Agreement except with the prior written consent of both parties.

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: [Signature]  
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: [Signature]  
Joe Raymond  
Director, Dept. of Social Services

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

ATTEST:

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

Approved as to form and legality:

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

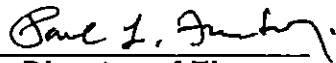
By: \_\_\_\_\_  
Assistant County Attorney

Contract #2014-0192-00: Winston-Salem Transit Authority-Bus Passes

**This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.**

8/28/2013

**Date**



**Director of Finance**