

# FORSYTH COUNTY

## BOARD OF COMMISSIONERS

MEETING DATE: SEPTEMBER 28, 2015 AGENDA ITEM NUMBER: 8

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

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

### SUMMARY OF INFORMATION:

Contract Amount: \$300,000

100% reimbursable to County

Contract provides for medical-related transportation to estimated 450 eligible individuals. Estimated to be purchase: 13,200 one-way paratransit trips; 5,000 one-ride bus passes; 50 ten-ride bus passes; and 150 monthly bus passes.

**CONTRACT PERIOD:** July 1, 2015-June 30, 2016

ATTACHMENTS:  YES  NO

SIGNATURE: *J. Dudley White, Jr.* DATE: September 23, 2015  
COUNTY MANAGER

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

**BE IT RESOLVED** by the Forsyth County Board of Commissioners that the Chairman or County Manager and Clerk to the Board are hereby authorized to execute, on behalf of Forsyth County, the attached interlocal agreement in the amount of \$300,000 (Contract Control #2016-0198-00) between Forsyth County, on behalf of its Department of Social Services, and Winston-Salem Transit Authority, for the provision of medicaid transportation services during the period July 1, 2015 through June 30, 2016, 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 Forsyth County Board of Commissioners.

Adopted this the 28<sup>th</sup> day of September 2015.

NORTH CAROLINA)

AGREEMENT

FORSYTH COUNTY)

THIS AGREEMENT is made and entered into this 1<sup>st</sup> day of July, 2015 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 non-emergency medical-related transportation ("NEMT") services to be provided to an estimated 450 Medicaid-eligible beneficiaries as further specified in Section III and IV herein, 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.D. NA
- A.D. NA
- a) This Agreement, pages 1-7 (to include NC DHHS's "B" Scope of Work section, Section III, page 2)
  - 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 1-3
  - d) \*Conflict of Interest (Attachment D), pages 1-2
  - e) ~~\*No Overdue Taxes (Attachment E) page 1~~
  - f) \*Federal Certification Regarding Environmental Tobacco Smoke (Attachment F), page 1
  - g) \*Federal Certification Regarding Lobbying (Attachment G), pages 1-3
  - h) ~~\*Federal Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transaction (Attachment H), pages 1-2~~
  - i) \*HIPAA Business Associate Addendum (Attachment I), pages 1-4
  - j) \*State Certifications Regarding Transportation (Attachment J), page 1
  - k) IRS federal tax exempt letter or 501 (c)(Attachment K) <http://www.irs.gov/pub/irs-fill/k1023.pdf>, page 1
  - l) Notice of Certain Reporting and Auditing Requirements (Attachment L), pages 1-4
  - m) \*State Contractor Certifications (Attachment M), pages 1-2
  - n) Agreement Determination Questionnaire: Purchase of Service versus Financial Assistance (Attachment N) page 1
  - o) \*Agreement With Respect to Language Access Policy for Persons with Limited English Proficiency (Attachment O), page

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

**\*Notice:** Provider agrees to sign individually all Attachments marked above by an asterisk for fiscal year 2015-2016 and that all Attachments are incorporated herein by reference. Further, the parties understand and agree that:

- all Attachments shall renew automatically each consecutive fiscal year thereafter (unless the terms change) for the duration of each new underlying Agreement,
- all Attachments shall be incorporated by reference into each new underlying Agreement for future fiscal years,
- all Attachments shall remain in full force and effect for future fiscal years (if the parties execute an underlying Agreement for future fiscal years), and
- all Attachments shall be effective unless or until the parties elect not to fully execute a new underlying Agreement for Provider services in future fiscal years.

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

3. **REVERSION OF FUNDS:** Any unexpended grant funds shall revert to FCDSS upon termination of this Agreement.
4. **REPORTING REQUIREMENTS:** The Provider shall comply with audit requirements as described in N.C.G.S. §143C-6-22 "Use of State funds by non-State entities" and N.C.G.S. §143C-6-22 "State grant funds: administration, oversight and reporting requirements" and Title 2 — Grants and Agreements, Subtitle A — Office of Management and Budget Guidance for Grants and Agreements, Chapter II — Office of Management and Budget Guidance, Part 200 — Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and shall disclose all information required by Title 42 - Public Health, Chapter IV - Centers For Medicare & Medicaid Services, Department Of Health And Human Services, Subchapter C - Medical Assistance Programs, Part 455 - Program Integrity: Medicaid, Subpart B - Disclosure Of Information By Providers And Fiscal Agents [Section 455.104 - Disclosure By Providers And Fiscal Agents: Information On Ownership And Control, Section 455.105 - Disclosure By Providers: Information Related To Business Transactions, Section 455.106 - Disclosure By Providers: Information On Persons Convicted Of Crimes] (October 1, 2007)
5. **AGREEMENT ADMINISTRATORS:** All notices permitted or required to be given by one Party to this Agreement to the other Party to this Agreement and all questions about the Agreement from one Party to the other shall be addressed and delivered to the other Party's Agreement administrator as set out below. Either Party may change the name, post office address, street address, telephone number, fax number, or email address of its Agreement Administrator by giving timely written notice to the other Party.
 

<p><u>For the County:</u>            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  <a href="mailto:cookss@forsyth.cc">cookss@forsyth.cc</a></p>	<p><u>For Provider:</u>            Art Barnes, General Manager            Winston-Salem Transit Authority            1060 North Trade Street            Winston-Salem, NC 27101            Telephone: 336-727-2648            Fax: 336-727-8104  <a href="mailto:abarnes@wstransit.com">abarnes@wstransit.com</a></p>
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6. **SUPPLEMENTATION OF EXPENDITURE OF PUBLIC FUNDS:** The Contractor assures that funds received pursuant to this Agreement shall be used only to supplement, not to supplant, the total amount of federal, state and local public funds that the Contractor otherwise expends for contract services and related programs. Funds received under this Agreement shall be used to provide additional public funding for such services; the funds shall not be used to reduce the Contractor's total expenditure of other public funds for such services.
7. **DISBURSEMENTS:** As a condition of this Agreement, the Contractor acknowledges and agrees to make disbursements in accordance with the following requirements:
  - (a) Implement adequate internal controls over disbursements;
  - (b) Pre-audit all vouchers presented for payment to determine:
    - Validity and accuracy of payment
    - Payment due date
    - Adequacy of documentation supporting payment
    - Legality of disbursement
  - (c) Assure adequate control of signature stamps/plates;
  - (d) Assure adequate control of negotiable instruments; and
  - (e) Implement procedures to insure that account balance is solvent and reconcile the account monthly.
8. **OUTSOURCING TO OTHER COUNTRIES:** The Contractor certifies that it has identified to the County all jobs related to the Agreement that have been outsourced to other countries, if any. The Contractor further agrees that it will not outsource any such jobs during the term of this Agreement without providing notice to the County.
9. The Provider shall supply, at its sole expense, all equipment, tools, materials, or supplies required to provide contracted services unless otherwise agreed in writing.
10. **FEDERAL CERTIFICATIONS:** 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 Certifications regarding Drug-Free Workplace Requirements, Discrimination, Environmental Tobacco Smoke; Lobbying; and Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions. Provider's authorized representative signed these attached assurances and certifications.

III.

**SCOPE OF PROVIDER SERVICES** (as per NC DHHS's recommended "B" Document):

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

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

Forsyth County DSS  
Business Office – Contracts Manager  
741 North Highland Avenue  
Winston-Salem, NC 27101

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

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

2. Perform all functions required to authorize individual Medicaid recipient trips for Medicaid Transportation approved recipients referred by FCDSS as specified in "Exhibit #3 - Procedures for Authorizing Medicaid Transportation", copy of which is attached hereto and incorporated herein by reference.
3. **HUMAN RESOURCES.** Recruit, screen, employ, supervise, train, and evaluate staff and other appropriate professional personnel to provide services provided under this Agreement.
4. Maintain a valid **State Registration and State Inspection** on all vehicles used to provide services under this Agreement.
5. Perform **criminal background checks** on personnel (paid or volunteer), who work directly with beneficiaries covered under this Agreement through the North Carolina Law Enforcement Division [or, if not a resident of North Carolina for at least five (5) consecutive years, the National Crime Information Center ("NCIC")] prior to employment or volunteer enlistment and every three (3) years thereafter. Conviction, guilty plea, or plea of no contest to any of the following is grounds for disqualification from working directly with beneficiaries covered under this Agreement if committed within the ten (10) year period preceding the date of the background check: (a.) Murder, (b.) Rape or aggravated sexual abuse, (c.) Kidnapping or hostage taking, (d.) Assault inflicting serious bodily injury, (e.) A federal crime of terrorism, (f.) Unlawful possession, use, sale, distribution, or manufacture of an explosive device, (g.) Unlawful possession, use, sale, distribution, or manufacture of a weapon, (h.) Elder abuse/exploitation, (i.) Child abuse/exploitation, (j.) Illegal sale or possession of a Schedule I or II controlled substance, and (k.) Conspiracy to commit any of the above.
6. Review the **driving records** for the last three years of all drivers transporting beneficiaries under this agreement and shall be reviewed every twelve (12) months. Drivers must have no more than two chargeable accidents or moving violations in the past three (3) years and must not have a driver's license suspension or revocation within the past five (5) years.
7. **Visitation.** Allow State and County officials, employees and their agents to visit their facilities to make certification and compliance surveys, inspections, and audits of business records. Provider shall allow such visits (including unannounced visits) at any time during normal hours of operation. Provider failure to grant immediate access upon reasonable request may result in termination of Agreement.
8. Provide the following information on an annual basis in order for FCDSS to complete **Medicaid/Medicare Exclusion Inquiries**:
  - Names and addresses of each person (individual or corporation) with an ownership or control interest in the Provider or in any subcontractor in which the Provider has direct or indirect ownership of 5% or more,
  - Any relationship that may exist between any persons named as it relates to kinship,
  - The name of any NEMT vendor in which an owner has an ownership or control interest,
  - The name, address, date of birth, and social security number of any managing employee.
9. **OWNERSHIP.** Disclose, at the onset of the Agreement, upon renewal, and upon request, the name of any individual who has ownership or control interest, or in an agent or managing employee who has been convicted of a criminal offense related to that person's involvement in any program under Medicare, Medicaid or CHIP since the inception of those programs. (Provider's signature certifies Provider's understanding and agreement to this #8 provision..)
10. Furnish, within thirty-five (35) days of the request date, full and complete information related to business transactions about:

- a. The ownership of any subcontractor with whom the vendor had business transactions totaling more than \$25,000 during the 12-month period ending on the date of the request; and
  - b. Any significant business transactions between the vendor and any wholly owned supplier, or between the vendor and any subcontractor, during the 5-year period ending on the date of the request.
11. Report any changes such as insurance provider, business ownership or management or exclusion from participation in Medicare to FCDSS within five business days of the change.
  12. Allow FCDSS to monitor records to ensure Provider meets all Agreement requirements.
  13. Report all "No-Shows" on a daily basis to FCDSS and whether beneficiary called at least 24 hours in advance in order to cancel the scheduled transportation. Provider may count cancellations made less than 24 hours in advance as "No-shows" unless there is good cause. Good cause consists of illness of the beneficiary, or illness/death of the beneficiaries' spouse, child or parent.
  14. Report all **Cancellations** on a monthly basis to FCDSS.
  15. Record all beneficiary **complaints** which deal with matters in the provider's control, including the date of the complaint, the nature of the complaint, and what steps Provider took to resolve the complaint.
  16. Make every effort to provide transportation for dialysis patients and others with life-threatening illnesses during inclement weather. Provider should promptly notify FCDSS so that FCDSS may attempt to reschedule this type patient with other Providers if Provider chooses not to provide service due to the inclement weather..
  17. **CONFIDENTIALITY:** Keep confidential any information 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 FY 2015-16.
  18. Comply with **FCDSS Language Access Policy** as further provided in the **Attachment O, "Agreement With Respect to Language Access Policy for Persons with Limited English Proficiency"**, executed by the parties, incorporated herein by reference,, and is concurrently initiated during FY 2015-16.
  19. Comply, with all applicable **federal immigration laws** in its hiring and contracting practices relating to the services covered by this Agreement involving County funds, as outlined in the Resolution adopted by the Forsyth County Board of Commissioners at its regular meeting of October 23, 2006.
  20. **WORK AUTHORIZATION:** Comply, and ensure that subcontractors comply, with Article 2 of Chapter 64 of the North Carolina General Statutes relating to the required use of the **federal E-Verify program** to verify the work authorization of newly hired employees. Failure of the Provider to comply with this provision or failure of its subcontractors to comply could render this Agreement void under North Carolina law.

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

#### IV.

Provider shall begin services effective July 1, 2015, and, unless sooner terminated by mutual consent, or as hereinafter provided, shall provide services until June 30, 2016. 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.

#### V.

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

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

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

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

Total payments under this Agreement are not to exceed \$300,000 during fiscal year ending June 30, 2016, without executing a written Agreement amendment.

This Agreement consists of \$300,000 in Federal funds (CFDA#93.778), \$0.00 in State funds, and \$0.00 in County funds. SIS Code 250

There are no matching requirements from the Contractor.

#### VI.

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

- A. Commercial Liability Insurance: The Provider shall maintain occurrence version commercial general liability insurance or equivalent form with a limit of not less than \$1,000,000 each occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement and be no less than two times the occurrence limit. Such insurance shall name Forsyth County, its officials, officers, and employees as additional insureds with respect to performance of the services of this Agreement. The coverage shall contain no special limitations on the scope of protection afforded to the above listed insureds and shall be primary with respect to insurance or self-insured retention programs covering Forsyth County, its officials, officers, and employees.
- B. Business Automobile Liability Insurance: The Provider shall maintain business automobile liability insurance or equivalent form with a limit of not less than \$1,500,000 each accident on vehicles with a seating capacity of 15 passengers or less and \$5,000,000 coverage for vehicles designed to transport more than 15 passengers, including the driver. Such insurance shall include coverage for owned, hired, and non-owned automobiles used to provide services under this Agreement.
- C. Workers' Compensation and Employers' Liability Insurance: The Provider must maintain workers' compensation insurance with North Carolina statutory limits and employers' liability insurance with limits of not less than \$100,000 each accident.
- D. Professional Liability Insurance: The Provider shall maintain professional liability insurance with limits of not less than \$1,000,000 per occurrence, if such insurance contains an aggregate limit, it shall apply separately to this Agreement and be no less than two times the occurrence limit. Sexual and Physical Abuse/Molestation limits shall be no less than \$100,000 per occurrence / \$300,000 Aggregate. Coverage shall be primary with respect to any insurance of self-insured retention programs covering the County, its officials, officers and employees.
- E. Other Insurance Requirements: The Provider shall:
  - o Prior to commencement of services, furnish the County with properly executed certificates of insurance which shall clearly evidence all insurance required in this section and be sent to the County at the following address: Forsyth County, its officials, officers and employees Attn: Risk Manager, Finance Dept., 201 North Chestnut Street, Winston-Salem, NC 27101.
  - o Provide certified copies of endorsements and policies, if requested by Forsyth County, in lieu of or in addition to certificates of insurance.
  - o Replace certificates, policies, and endorsements for any such insurance that expires prior to the completion of services under this Agreement.
  - o Maintain such insurance with insurers authorized to do business in North Carolina and having A.M. Best Company ratings of not less than A: VII.

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

#### VII.

1. The Provider shall operate as an independent contractor, and the County shall not be responsible for any of the Provider's or Provider's employees' acts or omissions. The Provider agrees to hold the County harmless from and against any claims, expenses (including attorney fees), costs or liability for acts or omissions of the Provider or Provider's employees.

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

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

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

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

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



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

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


**WINSTON-SALEM-TRANSIT AUTHORITY**

By:   
Arthur Barnes, General Manager

EIN: 56-6000241

Status:  Public  
 Private, Not for Profit  
 Private, For Profit  
Financial Reporting Year:  
July 1 to June 30

**FORSYTH COUNTY**

By:   
Debra Donahue  
Director, Dept. of Social Services

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

ATTEST:

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

Approved as to form and legality:

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

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

EXHIBIT #1

**NON-EMERGENCY MEDICAL TRANSPORTATION CODES**

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



## EXHIBIT #3

### Procedures for Authorizing Medicaid Transportation

#### FCDSS shall:

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

#### Winston Salem Transit Authority shall:

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

### EXHIBIT #3

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

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

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