



TO: WPCTSA Board of Directors

DATE: May 8, 2013

FROM: David Melko, Senior Transportation Planner

SUBJECT: PROGRAM MANAGEMENT AND FUNDING AGREEMENT FOR HEALTH EXPRESS

ACTION REQUESTED

Authorize the Executive Director to negotiate and sign a Program Management and Funding Agreement for Health Express with Seniors First.

BACKGROUND

In January 2013 the Board approved Addendum No. 2 to the Partnership Agreement with Seniors First for the Non-Emergency Medical Transportation service, known as "Health Express." The term of the original agreement was set at two calendar years, from January 1, 2009 to December 31, 2010, and subsequently extended by Addendum No.1 for an additional two years to December 31, 2012. Addendum No. 2 extended the term of the agreement on a month-to-month basis for a period of up to six (6) months, commencing January 1, 2013 and expiring July 1, 2013.

DISCUSSION

At the January 2013 meeting staff noted that a new agreement with Seniors First would be brought back to the Board in May for consideration. The new agreement, shown in Attachment 1, is called a Program Management and Funding Agreement for Health Express.

The Program Management and Funding Agreement delineate specific responsibilities in a scope of work for Seniors First to perform the role of Program Manager. Essentially, the Program Manager role is to provide day-to-day administration of Health Express; coordinate trip scheduling and registration of passengers with the South Placer Transit Information Center (Call Center); handle complaints; and provide monthly reporting to WPCTSA and approve service contractor invoices for payment by WPCTSA. The Agreement also includes a funding plan for the Health Express service. The funding plan delineates "who pays for what" by WPCTSA and Seniors First.

The term of the Program Management and Funding Agreement is three years, beginning July 1, 2013. On mutual agreement of the parties, the Agreement may be extended beyond its termination date for three one-year periods.

In summary the Program Management and Funding Agreement for Health Express identifies:

WPCTSA Responsibilities:

- Enter into an agreement directly with the new Health Express service contractor.
- Fund Health Express contractor service costs as set forth in the agreement between WPCTSA and the contracting organization.
- Provide Seniors First \$10,000 during Fiscal Year 2013/14 to fund transition costs incurred with coordinating trip scheduling and passenger registration responsibilities transferred to the South

Placer Transit Information Center (Call Center) as well as coordinating changes in Health Express service contractors.

- Prepare public outreach, press releases, and marketing materials to promote the Health Express service.

Seniors First Responsibilities:

- Provide and maintain an annual funding contribution of \$125,000 during the term of the service, which will be credited as the match toward the funding contribution provided by the WPCTSA for Health Express and to meet Transportation Development Act (TDA) local support fare ratio requirement for services exclusive to elderly and disabled individuals.
- Fund the cost(s) of the Program Manager responsibilities and duties, identified in the scope of work, with respect to the administration of Health Express service from grant funding it obtains.

The Program Management and Funding Agreement for Health Express was reviewed with PCTPA's TAC on May 8, 2013. The TAC concurs with the staff recommendation.

**PROGRAM MANAGEMENT AND FUNDING AGREEMENT FOR HEALTH EXPRESS
BETWEEN THE
WESTERN PLACER CONSOLIDATED TRANSPORTATION SERVICE AGENCY
AND SENIORS FIRST**

THIS PROGRAM MANAGEMENT AND FUNDING AGREEMENT is made and entered into on May 22, 2013 by and between the Western Placer Consolidated Transportation Service Agency (Western Placer CTSA), and Seniors First, Inc. (Seniors First), a 501(c) 3 non-profit corporation.

1. PURPOSE:

The purpose of this Program Management and Funding Agreement (“Agreement”) is to document the terms and conditions between the Western Placer Consolidated Transportation Services Agency and Seniors First, Inc., a 501(c) 3 non-profit corporation to provide program management and funding of Health Express.

2. REFERENCE:

Pursuant to California Government Code, Section 15975(a), the Western Placer Consolidated Transportation Services Agency is designated by the Placer County Transportation Planning Agency (PCTPA) as the Consolidated Transportation Services Agency (CTSA), whose jurisdiction is described as all of Placer County, except for the portion thereof lying within the jurisdiction of the Tahoe Regional Planning Agency (TRPA). A Joint Exercise of Powers Agreement creates the Western Placer CTSA as a public entity, with the power to provide social service transportation within its jurisdiction, including services for elderly individuals, and individuals with disabilities who cannot use conventional public transit services; and to perform any and all other duties of a consolidated transportation service agency created pursuant to Government Code section 15975(a) and the Mills-Alquist-Deddeh Act (Public Utilities Code Section 99200, *et seq.*).

3. OBLIGATIONS OF THE PARTIES:

Both parties agree:

- To provide annual funding of Health Express as set forth herein in Exhibit “A” – Funding Plan for Health Express Service, which is attached and incorporated hereto.

Western Placer CTSA agrees:

- To enter into this Program Management and Funding Agreement in reliance upon the particular skills, experience, and abilities as represented by Seniors First.

Seniors First agrees:

- To serve as Program Manager for Health Express as set forth herein in Exhibit “B” – Program Manager Scope of Work, which is attached and incorporated hereto.
- That Health Express transportation services are for elderly persons, persons with disabilities, and residents of Placer County and who are not able to use conventional public transit services operating within western Placer County.

- To maintain at all times complete detailed records of Health Express and the records shall be in a form acceptable to the Western Placer CTSA, and the Western Placer CTSA shall have the right to inspect such records at any reasonable time.
- To indemnify, defend, and hold harmless Western Placer CTSA and the Placer County Transportation Planning Agency (PCTPA) and each of their respective directors, officers, members, agents, and employees (collectively the “Indemnities”) from and against any and all actions, claims, demands, losses, costs, expenses, including reasonable attorneys' fees and costs, damages, and liabilities (collectively “Losses”) arising out of or in any way connected with the performance of this Agreement, excepting only Losses caused by the sole, active negligence or willful misconduct of an Indemnitee. Seniors First shall pay all costs and expenses that may be incurred by Western Placer CTSA or PCTPA in enforcing this indemnity, including reasonable attorneys' fees. The provisions of this Section shall survive the expiration, termination, or assignment of this Agreement.
- To carry and maintain at Senior’s First sole cost and expense, in full force and effect during the term of the Agreement and any extensions to this Agreement the following described insurance coverage as outline below:

<i>POLICY</i>	<i>MINIMUM LIMITS OF LIABILITY</i>
(1) Workers’ Compensation; Employer’s Liability.	Statutory requirements for Workers’ Compensation; \$ 1,000,000 Employers’ Liability.
(2a) Private Vehicle: Comprehensive Automobile: Insurance Services Office, form #CA 0001 covering Automobile Liability, code 1 (any auto).	Bodily Injury/Property Damage \$100,000 each accident, \$300,000 general aggregate
(2b) Livery: Comprehensive Automobile: Insurance Services Office, form #CA 0001 covering Automobile Liability, code 1 (any auto).	Bodily Injury/Property Damage \$2,000,000 each accident, \$3,000,000 aggregate limit
(3) General Liability: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).	\$1,000,000 per occurrence, \$2,000,000 aggregate. If Commercial General Liability Insurance or other form with a general aggregate limit, such limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

- Deductibles and Self-insured Retentions: Any deductibles or self-insured retentions over \$5,000 must be declared to and approved by the Western Placer CTSA.
- Required Provisions: The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
 - For any claims related to this Agreement, Seniors First insurance coverage shall be primary insurance as respects Western Placer CTSA,

its directors, officers, employees and agents. Any insurance or self-insurance maintained by Western Placer CTSA, its directors, officers, employees or agents shall be in excess of Seniors First insurance and shall not contribute to it.

2. Any failure by Seniors First to comply with reporting or other provisions of the policies including breaches of warrants shall not affect coverage provided to Western Placer CTSA, its directors, officers, employees or agents.
3. Seniors First insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
4. Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested has been given to Western Placer CTSA.

c. Certificate of Insurance and Additional Insured Requirement: Seniors First shall furnish to Western Placer CTSA an original Certificate of Insurance on a standard ACORD form, or other form acceptable to Western Placer CTSA, substantiating the required coverage and limits set forth above and also containing the following:

- (1) Thirty (30) days prior written notice to Western Placer CTSA of the cancellation, non-renewal, or reduction in coverage of any policy listed on the Certificate; and
- (2) The following statement with respect to the Commercial General Liability and Comprehensive Automobile policies: "Western Placer CTSA and PCTPA and their respective directors, officers, employees and agents, are made additional insureds, but only insofar as the operations under this Agreement are concerned."

- Compliance with this Program Management and Funding Agreement shall be supervised and administered by the Western Placer CTSA.

4. ASSIGNMENT:

The performance of this Program Management and Funding Agreement may not be assigned except upon the prior written consent of the Western Placer CTSA. Western Placer CTSA shall not consent to any proposed assignment, novation, or other writing which would have the effect of relieving Seniors First or its insurance carrier or of responsibility or liability under this Program Management and Funding Agreement.

Western Placer CTSA reserves the right to assign its responsibilities under this Program Management and Funding Agreement to any existing or future governmental entity for the provision of non-emergency medical transportation services. Such assignment shall constitute a complete novation between Western Placer CTSA and Seniors First; and receipt by Seniors First from the Western Placer CTSA of any sums then due and payable for transportation services rendered pursuant to this Program Management and Funding

Agreement, prior to assignment, shall constitute a complete accord and satisfaction as between Western Placer CTSA and Seniors First.

5. PRECEDENCE OF PROGRAM MANAGEMENT AND FUNDING AGREEMENT DOCUMENTS:

This Program Management and Funding Agreement between the Western Placer CTSA and Seniors First consist of the documents specified in this section. In the event of a conflict or ambiguity arising between such documents or any term therein, the document executed last in time shall prevail.

- Program Management and Funding Agreement.
- Exhibit “A”: Funding Plan for Health Express Service.
- Exhibit “B”: Program Manager Scope of Work.
- Any supplemental agreements executed after the date of this Program Management and Funding Agreement or changes issued hereto when specifically confirmed in writing by Western Placer CTSA.

6. CONTINUITY:

This Program Management and Funding Agreement is binding upon the Western Placer CTSA and Seniors First and their respective executors, assigns, and successors.

7. TRANSITION TO FUTURE PROVIDERS:

Seniors First shall agree to provide to either the Western Placer CTSA or any future provider selected by the Western Placer CTSA, Seniors First’s full cooperation in the transition to the successor provider. Seniors First shall provide its best professional effort to assure a smooth transition from Seniors First’s services to the new contractor's services, and shall cooperate fully with the Western Placer CTSA and the new provider to this end.

8. TERMINATION:

This Program Management and Funding Agreement may be terminated by either party upon sixty (60) days written notice. This Program Management and Funding Agreement may be terminated by the Western Placer CTSA without advance notice in the event of a material breach by Seniors First.

9. REMEDIES ON BREACH:

It is understood and agreed that in the event of failure by Seniors First to perform services required by this Program Management and Funding Agreement, in addition to all other remedies, penalties and damages provided by law, the Western Placer CTSA may provide such services, and deduct the cost of doing so from the amounts due or to become due to Seniors First. The costs to be deducted shall be the actual costs to the Western Placer CTSA to provide such services, or the costs shown in Exhibit “A” – Funding Plan for Health Express Services, whichever is greater.

10. NOT AN AGREEMENT OF EMPLOYMENT:

It is acknowledged that this Program Management and Funding Agreement is not an agreement of employment between the Western Placer CTSA and Seniors First agents, employees, or officers. It is further understood that Seniors First is, and shall at all times

be deemed an independent contractor in its performance of the non-emergency medical transportation services defined under Exhibit “A” – Funding Plan for Health Express Services. Seniors First is not authorized to bind the Western Placer CTSA to any agreements or other obligations, nor shall represent itself as an agent of the Western Placer CTSA.

11. DISPUTE RESOLUTION:

Any dispute, controversy, or claim arising out of or relating to this Program Management and Funding Agreement or the performance by the parties of its terms shall be settled by binding arbitration in accordance with the rules of the American Arbitration Association, provided that no such dispute, controversy or claim shall be submitted to arbitration until all parties have used all reasonable efforts to reach satisfactory resolution among themselves. California law shall govern such arbitration and the location of any arbitration shall be within Placer County, California.

12. ENTIRE AGREEMENT:

This Program Management and Funding Agreement contains the entire agreement between the parties, including exhibits attached herein. All prior negotiations between the parties are merged into this Program Management and Funding Agreement, and there are no understandings or agreements other than those incorporated herein. This Program Management and Funding Agreement may not be modified except by written instrument signed by both parties.

13. GOVERNING LAW:

This Program Management and Funding Agreement shall be governed by and construed in accordance with the laws of the State of California.

14. PARTIAL UPHOLDING:

The validity in whole or in part of any provision of this Program Management and Funding Agreement shall not affect the validity of remaining provisions or the validity and enforceability of the Agreement as a whole.

The Western Placer CTSA’s failure to insist in any one or more instances upon the performance of any term or terms of this Program Management and Funding Agreement shall not be construed as a waiver or relinquishment of the Western Placer CTSA’s right to such performance or to future performance of such a term or terms, and Seniors First obligations in respect thereto shall continue in full force effect.

15. NOTICES:

All notices, requests, demands or other communication shall be in writing and made by certified United States mail, with postage prepaid, return receipt requested or hand-delivered, addressed as follows:

**WESTERN PLACER CONSOLIDATED TRANSPORTATION SERVICE
AGENCY (CTSA) – Executive Director
299 Nevada Street
Auburn, CA 95603**

SENIORS FIRST - Executive Director
11566 D Avenue
Auburn, CA 95603

or at any other address which may be given by either party to the other in the manner provided above.

Service of such notices shall be deemed complete on the date of deposit in the United States Mail or hand-delivered.

16. EFFECTIVE DATE AND TERM:

This Program Management and Funding Agreement shall be for an initial period of three (3) years, commencing July 1, 2013. On mutual agreement of the parties, this Program Management and Funding Agreement for Health Express may be extended in writing signed by the Parties beyond its termination date for three (3), one-year periods.

17. COMPENSATION:

Compensation for Health Express shall be made in accordance with Exhibit "A" – Cost of Service.

IN WITNESS WHEREOF, and with the intent to be bound hereby, the parties hereto, by their duly authorized representatives, have executed this Program Management and Funding Agreement:

WESTERN PLACER CONSOLIDATED TRANSPORTATION SERVICE AGENCY (CTSA)
299 Nevada Street
Auburn, CA 95603

BY: _____
Celia McAdam, AICP
Executive Director

SENIORS FIRST
11566 D Avenue
Auburn, CA 95603

BY: _____
Candace Roeder
Executive Director

Federal Employer ID Number

Exhibit A
FUNDING PLAN FOR HEALTH EXPRESS SERVICE

Purpose: To provide an annual funding for cost of Health Express service consistent with the term of the Contractor service agreement; proposed as a three year fixed service period, with up to three one-year option years.

Funding Plan for Health Express Service by Fiscal Year						
Agency	Three Year Fixed Service Period			Option Year 1	Option Year 2	Option Year 3
	2013/14	2014/15	2015/16	2016/17	2017/18	2018/19
Western Placer CTSA –Contractor Cost	TBD	TBD	TBD	TBD	TBD	TBD
Western Placer CTSA – Seniors First Transition Cost	\$10,000	\$0	\$0	\$0	\$0	\$0
Seniors First	\$125,000	\$125,000	\$125,000	\$125,000	\$125,000	\$125,000
Total	TBD	TBD	TBD	TBD	TBD	TBD

Western Placer CTSA Responsibilities:

- Enter into an agreement directly with the new Health Express service contractor.
- Fund Health Express contractor service costs as set forth in the agreement between WPCTSA and the contracting organization, dated [REDACTED], which is incorporated hereto.
- Provide Seniors First \$10,000 during Fiscal Year 2013/14 to fund transition costs incurred with coordinating trip scheduling and passenger registration responsibilities transferred to the South Placer Transit Information Center (Call Center) as well as coordinating changes in Health Express service contractors.
- Prepare public outreach, press releases, and marketing materials to promote the Health Express service.

Seniors First Responsibilities:

- Provide and maintain an annual funding contribution of \$125,000 during the term of the service, which will be credited as the match toward the funding contribution provided by the WPCTSA for Health Express and to meet Transportation Development Act (TDA) local support fare ratio requirement for services exclusive to elderly and disabled individuals.
- Fund the cost(s) of the Program Manager responsibilities and duties, identified in the scope of services, with respect to the administration of Health Express service from grant funding it obtains.

Exhibit B
PROGRAM MANAGER SCOPE OF WORK FOR HEALTH EXPRESS

WPCTSA's PROGRAM MANAGER, Senior's First, will perform the following program management responsibilities and duties with respect to the administration of Health Express service:

a. Day-to-Day Administration

- Program Manager will be responsible for day-to-day administration of the Health Express services; including monitoring, observing, and administering the delivery of Health Express services in a manner sufficient to ensure Contractor compliance with the terms and conditions as set forth in the Contractor Scope of Services.
- Program Manager will maintain communications with Contractors' dispatch offices so as to knowledgeably respond to service inquiries, complaints, and unanticipated events.
- Program Manager will maintain a daily written service log recording inquiries, complaints, and other events related to service delivery and performance.

b. Trip Scheduling

- All advance reservation requests for Health Express service will be taken by the South Placer Transit Information Call Center. When call requests are taken by the Call Center, the prepared trip manifests will be transmitted to the Program Manager electronically for review, finalization, and transmission to the Contractor.
- When necessary, calls taken by the Call Center will be transferred or referred to the Program Manager for special consideration or assistance.
- All "same day" reservation requests will be forwarded to the Program Manager by the Call Center for trip scheduling. The Program Manager will work with the Contractor to accommodate same-day trip requests as time, capacity and planning permit. The Program Manager will transmit the final same day and next day trip manifests to the Contractor.
- Program Manager will coordinate the geographic assignment of Health Express trips with the Contractor to ensure the most efficient and cost-effective provision of non-emergency medical transportation services. Any changes in the scheduled Health Express trips that might be requested by the Contractor must be preapproved by the Program Manager.

c. Registration of Passengers

- Program Manager will conduct passenger registration, to include the in-take of passenger applications, coordinating the screening of applicants, determination of passenger eligibility, development of passenger profiles and maintenance and update of the initial client database.

- Until implementation of the passenger registration process by the Call Center occurs, the Program Manager will administer all Health Express passenger registrations. When passenger registration is taken by the Call Center, the passenger registration database developed by the Program Manager will be made available electronically to the South Placer Transit Information Center.

d. Complaints

- Program Manager will approve Contractor procedures for handling passenger complaints.
- Program Manager will review monthly copies of all passenger complaints and Contractor responses in a format approved by Program Manager.

e. Monthly Reporting and Invoicing

- Program Manager will review and verify the Contractor monthly Management Report and invoice, including reported operational and performance data. Any errors or omissions shall be referred to the Contractor for correction or completion. Upon verification of a complete and correct invoice and management report, the Program Manager will transmit that Contractor's invoice and management report to Western Placer CTSA with a recommendation for payment.
- Program Manager will also monitor the cumulative operation of vehicle revenue service hours of Health Express service by Contractor to ensure that budgeted expenditures are not exceeded.