



TO: WPCTSA Board of Directors

DATE: May 8, 2013

FROM: David Melko, Senior Transportation Planner

SUBJECT: CONTRACTOR SERVICES AGREEMENT FOR HEALTH EXPRESS

ACTION REQUESTED

1. Authorize the Executive Director to negotiate with the top ranked proposer, PRIDE Industries;
2. Authorize the Executive Director to negotiate with the second ranked proposer, MV Transportation, if negotiations fail with PRIDE Industries; and
3. Authorize the Executive Director to execute a Contractor Services Agreement for Health Express with the successful proposing company.

BACKGROUND

WPCTSA's Non-Emergency Medical Transportation service, known as Health Express, is primarily funded with Transportation Development Act (TDA) funds and Federal Transit Administration (FTA) New Freedom funds. These funds require that continuation of the Non-Emergency Medical Transportation service be awarded on the basis of competitive bidding. Currently, the two contractors that provide the Health Express service do so under a contract directly administered by Seniors First.

To take advantage of savings from a larger economy of scale, WPCTSA participated with the Placer County Department of Public Works (DPW) in a transit service procurement conducted by the Placer County Department of Administrative Services. The joint procurement solicited proposals from qualified companies to provide two separate and distinct paratransit type services: 1) the operation of Placer County Transit Dial-A-Ride service and 2) the operation of the Health Express service. A Request for Proposal (RFP) was released on March 29, 2013.

DISCUSSION

Four firms responded to the RFP. Proposals were received to provide both separate as well as combined services from:

- Auburn Transportation
- Heart to Heart Non-Emergency Medical Transport
- MV Transportation
- PRIDE Industries

A Selection Committee, consisting of representatives from the cities of Lincoln and Rocklin, Placer County, PCTPA and Seniors First, evaluated the four proposals and short-listed two qualified firms, MV Transportation and PRIDE Industries, for subsequent interview on May 1, 2013. Upon completion of the interviews, a final ranking of the Selection Committee's scores was compiled. The recommendation of the Placer County Department of Administrative Services is for Placer County DPW and WPCTSA to enter into contract negotiations with PRIDE Industries for both the Dial-A-Ride Program and Heath Express service. Both WPCTSA and Placer County DPW staff

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concur with the rankings of the committee and the recommendation by Placer County Department of Administrative Services.

Staff recommends that the Board authorize the Executive Director to begin negotiations with the top ranked proposer, PRIDE Industries. In the event that negotiation fails with PRIDE Industries, we recommend the Board authorize staff to commence negotiation with the second ranked proposer, MV Transportation. Fresh tenders are usually called if the negotiation with the second ranked contractor fails.

Staff also recommends that the Board authorize the Executive Director to execute the Agreement in Attachment 1 with the successful proposing company based on the outcome of the negotiations. The Agreement sets forth the terms and conditions for the scope of services, summarized in Attachment 2, to be performed by the contractor.

The term of the Contractor Services 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.

For Health Express, the approved agency budget includes \$550,000 for core service plus \$35,000 for pilot service to the communities of Foresthill and Sheridan. Cost for the Health Express service will be negotiated within these approved amounts.

Contract negotiations will occur jointly with Placer County DPW and WPCTSA; however, subsequent agreement for the respective services will be entered into separately with the successful proposer. Staff will provide a verbal update on the progress of the contract negotiations at the Board meeting.

The proposals were still under evaluation at the time of the PCTPA TAC meeting on May 8th and so the information regarding the two top ranked firms was not discussed with the TAC. The RFP and evaluation process was described to the TAC along with the intent to place this item on the agenda. The TAC concurred with the approach described by staff.

**CONTRACTOR SERVICES AGREEMENT FOR HEALTH EXPRESS
BETWEEN
WESTERN PLACER CONSOLIDATED TRANSPORTATION SERVICES AGENCY
AND
[Contracting Organization Name]**

THIS AGREEMENT, is made and entered into as of this ____ day of _____, 2013, at Auburn, California, by and between the Western Placer Consolidated Transportation Services Agency (hereinafter referred to as "WPCTSA"), and _____ (hereinafter referred to as "Contractor").

RECITALS:

1. Contractor represents that it is specially trained and/or has the experience and expertise necessary to competently perform the services set forth in this Agreement; and
2. Contractor is willing to perform the services and work described in this Agreement under the terms and conditions set forth in this Agreement; and
3. WPCTSA desires to contract with Contractor to perform the services and work described in this Agreement under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, the parties mutually agree as follows:

1. Scope of Services.

Contractor agrees to abide by the terms and conditions set forth in this Agreement, and to fully perform the work described in Attachment 1, Scope of Services. As described in Attachment 1, Contractor shall operate within the service area and shall be responsible for the operation of a maximum of ____ vehicle revenue hours of service annually at the direction of the Program Manager.

WPCTSA reserves the right to review and approve all work to be performed by Contractor in relation to this Agreement. Any proposed amendment to the Scope of Services must be submitted by Contractor in writing for prior review and written approval by WPCTSA's Executive Director. Approval shall not be presumed unless such approval is made by WPCTSA in writing.

In the event of any inconsistency between Exhibit A – Scope of Work, and other terms and conditions of this Agreement, Exhibit A shall control.

2. Compliance with Laws and Incorporation of Federal and State Guidelines.

Contractor shall comply with all applicable federal, state, and local laws, codes, ordinances, regulations, orders and decrees. This includes compliance with prevailing wage rates and their payment in accordance with California Labor Code, Section 1775. Contractor warrants and represents to WPCTSA that Contractor shall, at its own cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals that are legally required for Contractor to practice its profession or are necessary and incident to the performance of the services and work Contractor performs under this Agreement. Contractor shall provide written proof of such licenses, permits, insurance and approvals upon request by

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WPCTSA. WPCTSA is not responsible or liable for Contractor's failure to comply with any or all of the requirements contained in this paragraph.

The terms of all relevant Federal and State grant provisions and guidelines, as presently written, bearing on this Agreement are hereby wholly incorporated by reference herein and made a part of this Agreement and take precedence over any inconsistent terms of this Agreement.

3. Term.

- a. Base Term: The base term of this Agreement shall be for a period of three (3) years, commencing on _____ and terminating on _____.
- b. Option Periods: This agreement may be extended beyond the termination date specified in subsection 3a on the mutual agreement of the parties for three (3), one-year periods at the mutual agreement of the parties. Unless specified in the Contractor's proposal for this project, the rates of compensation for these option periods shall be negotiated between the parties but in no case may an increase in compensation exceed the Consumer Price Index for the preceding twelve month period. If WPCTSA elects to extend the term of this Agreement pursuant to this paragraph, WPCTSA shall notify the Contractor in writing no less than ninety (90) days prior to the termination of this Agreement, or any extension thereof, with any and all extensions to be by written amendment to this Agreement executed by both parties.
- c. Time is of the essence of this contract, and production and delivery schedules set forth in the Scope of Services must be met. Failure by Contractor to complete work within the time specified will inhibit the ability of WPCTSA to meet State and Federal requirements.

4. Standard of Quality.

All work performed by Contractor under this Agreement shall be in accordance with all applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Contractor's field of expertise.

5. Compensation.

Payment to the Contractor shall be made as set forth herein. The amount to be paid shall not exceed the amounts specified below, which amounts shall constitute full and complete compensation for the Contractor's services. In no instance shall WPCTSA be liable for any payments or costs for work in excess of this amount, nor for any unauthorized or ineligible costs. Contractor shall be paid at the times and in the manner set forth in this Agreement. The consideration to be paid Contractor, as provided in this Agreement, shall be in compensation for all of Contractor's expenses incurred in the performance of work under this Agreement unless otherwise expressly so provided.

- a. Maximum Obligation: The maximum price to be paid by WPCTSA to Contractor for each year of the Base Term shall not exceed the amount shown in the table below except as such Maximum Obligation may be increased upon a modification in service from that set forth in Attachment 1, Scope of Services.
- b. Price Formula: WPCTSA agrees to pay Contractor for performance of the services set forth in this Agreement as follows:
 - (1) Payment of a fixed hourly rate per revenue vehicle hour as shown in the table below ("Hourly Rate Charges"). Revenue vehicle hours are defined in Section XI, Definitions, of Attachment 1. The Hourly Rate Charges shall be

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consideration for the cost of performing those services set forth in Attachment 1 which may vary according to the level of service ("Variable Costs") and shall include those cost elements specified in Contractor's Cost Proposal; plus

- (2) Payment of a Monthly Fixed Cost per service month ("Monthly Fixed Cost") as shown in the table below. The monthly rate shall be consideration for the cost of performing those services set forth in Attachment 1 which must be provided or available regardless of the level of service ("Fixed Costs"), including those cost elements specified in Contractor's Cost Proposal.
- (3) On a monthly basis, WPCTSA shall reimburse Contractor for the motor vehicle fuel that is documented to have been used during that period in the provision of the transit services covered by this agreement. WPCTSA shall reimburse Contractor at the actual cost of the fuel being used without markup of any kind and net of any discounts and rebates received by or available to Contractor.

Period	Maximum Obligation	Hourly Rate Charges	Monthly Fixed Cost
7/1/2013 – 6/30/2014	_____	_____	_____
7/1/2014 – 6/30/2015	_____	_____	_____
7/1/2015 – 6/30/2016	_____	_____	_____

- c. The Contractor agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31 et seq., (any subcontractors and subrecipients shall refer to the *Office of Management and Budget Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments*), or its successor, shall be used to determine the allowability of individual items of cost.
- d. The Contractor also agrees to comply with Federal procedures in accordance with 49 CFR, Part 18, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments."
- e. Any costs for which payment has been made to the Contractor that are determined by subsequent audit to be unallowable under 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31 et seq.; *Office of Management and Budget Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments*; or 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, are subject to repayment by the Contractor to WPCTSA. Disallowed costs must be reimbursed to WPCTSA within sixty (60) days unless WPCTSA approves in writing an alternative repayment plan.
- f. Any subcontract in excess of \$25,000 entered into as a result of this Agreement, shall contain all of the provisions of Sections 6 (a) through (c) above.
- g. The Contractor and subcontractors shall establish and maintain an accounting system conforming to Generally Accepted Accounting Principles (GAAP) which segregates and accumulates the costs of work elements by line item and produces quarterly reports which clearly identify reimbursable costs and other expenditures.
- h. Contractor is hereby expressly put on notice that no employee of WPCTSA has authority to

authorize in writing or otherwise any additional work which would increase the costs incurred under this Agreement without approval by the Executive Director of WPCTSA.

6. Reporting and Payment.

- a. Invoices: Contractor shall submit the invoices to WPCTSA as follows:
- (a) Hourly Rate Charges shall be directly traceable by operator trip sheets and/or time cards, which will be available for review by WPCTSA. Hourly Rate Charges shall be computed and submitted monthly;
 - (b) Fixed Monthly Rate Charges shall be invoiced monthly in arrears;
 - (c) Other charges authorized by WPCTSA, but not covered in the Hourly Rate Charges or Fixed Monthly Rate Charges shall be billed monthly with charges directly traceable to receipts, bills, etc., copies of which shall be attached to the invoice; and
 - (d) Monthly Management Report as specified in Attachment 1, Scope of Services, detailing the services providing by the Contractor during the preceding period.
- b. Payments: Upon submission of a complete and accurate invoice, all payments by WPCTSA shall be made no more than thirty (30) days from WPCTSA's receipt of invoice or, if later, then within ten (10) days after WPCTSA's meeting, if any, at which payments must be authorized, but in no case no more than forty (40) days after receipt of Contractor's invoice. Payments shall be by wire transfer or check payable to and mailed first class to:

[Insert Contractor's Address]

- c. Disputed Charges: If WPCTSA disputes any items on an invoice for a reasonable cause, WPCTSA may deduct that disputed item from the payment, but shall not delay payment for the undisputed portions. WPCTSA shall assign a sequential reference number to each deletion and the amounts and reasons for such deletions shall be documented to Contractor within fifteen (15) working days after receipt of invoice by WPCTSA. If WPCTSA fails to document said deletions within fifteen (15) working days, such deletions shall be immediately due and payable to Contractor. Upon receipt of WPCTSA's documentation of deletions, Contractor shall provide explanation and documentation of such charges. If, within fifteen [15] working days of Contractor's submission of such documentation, WPCTSA has not made payment to Contractor of disputed amounts, then either party may thereafter submit this issue for settlement before a mutually agreeable mediator, or may resolve the disputed amount by any other process mutually agreeable to the parties.
- d. Changes: In the event WPCTSA orders changes in the Scope of Work which, during any budget period, result in a cumulative total decrease of less than 15 percent from the total annual revenue vehicle hours specified in Attachment 1, compensation shall be adjusted according to the Price Formula and Maximum Obligation set forth in Section 6 above. Changes in the Scope of Work which, during any budget period, result in a cumulative total increase in excess of 15 percent from the total revenue vehicle hours specified in Attachment 1 may result in adjustment of the rates specified in Section 6 herein to reflect the effect on those rates caused by the requested change. All changes shall be done by written Change Orders issued by WPCTSA to Contractor detailing all changes in scope. Change Orders shall

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either specify a cost limit or shall be subject to subsequent negotiation and shall require Contractor acceptance to become effective.

- e. Shortfall in Revenues: In the event that WPCTSA identifies an actual or potential shortfall in the level of expected revenues necessary to fund these services, WPCTSA may order a reduction in the level of services provided in accordance with this agreement. Such changes will be pursuant to section 6(d) above.
- f. Accounting Records: Contractor shall establish and maintain separate account records for the fiscal activities of this Agreement. Contractor's accounting system shall conform to generally accepted accounting principles. Such records, together with supporting documents, shall be kept separate from other documents and records and shall be kept available for inspection by WPCTSA and other authorized agencies during the period of performance of the contract, and for three (3) years after WPCTSA makes final payments, and all other pending matters are closed.

7. Data to be Furnished by Contractor.

Whenever information that Contractor previously provided to WPCTSA in its response to the request for proposals (RFP) is no longer complete, accurate, or up-to-date, Contractor shall notify WPCTSA, attention Executive Director, and amend its response so that WPCTSA has the most current information regarding:

- a. The Contractor's name, local address, telephone number, and contact person.
- b. A general description of the Contractor's services.
- c. The names and titles of the individuals who can provide the planning and support services described in WPCTSA's RFP.
- d. A description of the work performed and the skills and training of the individuals so named, including a current resume for each individual.
- e. The hourly billing rates and charges for the individuals named.
- f. Contractor's Affidavit of Disadvantaged Business Enterprise (if applicable).

8. Submission of Reports.

- a. All reports specified in the Scope of Services must be submitted to the attention of the Executive Director. In the absence of an express, written statement of dissatisfaction within thirty (30) working days, any report submitted will be deemed satisfactory.

9. Personnel.

- a. The Contractor represents that it has, or shall secure at its own expense, all personnel required in performing the services under this Agreement.
- b. All of the services required under this Agreement shall be performed by the Contractor or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.

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10. Independent Contractor.

The Contractor, and the agents and employees of the Contractor, in the performance of this Agreement, shall act as and be independent contractors and not officers or employees or agents of WPCTSA. Contractor, its officers, employees, agents, and subcontractors, if any, shall have no power to bind or commit WPCTSA to any decision or course of action, and shall not represent to any person or business that they have such power. Contractor has and shall retain the right to exercise full control of the supervision of the services and work and over the employment, direction, compensation and discharge of all persons assisting Contractor in the performance of services under this Agreement. Contractor shall be solely responsible for all matters relating to the payment of its employees, including but not limited to compliance with social security and income tax withholding, workers' compensation insurance and all regulations governing such matters.

11. Contractors and Subcontractors.

Contractor shall not subcontract any portion of the work without the prior express written authorization of WPCTSA. If WPCTSA consents to a subcontract, Contractor shall be fully responsible for all work performed by the subcontractor.

- a. WPCTSA reserves the right to review and approve any contract or agreement to be funded in whole or in part using funds provided under this Agreement.
- b. Any contract or sub-contract shall contain the same applicable provisions of this Agreement, and shall require the contractor and its subcontractors, if any, to:
 - (1) Comply with applicable State and Federal requirements that pertain to, among other things, labor standards, non-discrimination, the Americans with Disabilities Act, Equal Employment Opportunity, and Drug-Free Workplace, and *Office of Management and Budget Circular A-87, Cost Principles for State, Local and Indian Tribal Governments*.
 - (2) Maintain at least the minimum State-required Workers' Compensation Insurance for those employees who will perform the work or any part of it.
 - (3) Maintain unemployment insurance and disability insurance as required by law, along with liability insurance in an amount that is reasonable to compensate any person, firm, or corporation who may be injured or damaged by the Contractor or any subcontractor in performing work associated with this Agreement or any part of it.
 - (4) Retain all books, records, computer records, accounts, documentation, and all other materials pertaining to the performance of this Agreement for a period of four (4) years from the date of termination of this Agreement, or four (4) years from the conclusion or resolution of any and all audits or litigation relevant to this Agreement and any amendments, whichever is later.
 - (5) Permit WPCTSA and/or its designees, upon reasonable notice, unrestricted access to any or all books, records, computer records, accounts, documentation, and all other materials pertaining to the performance of this Agreement for the purpose of monitoring, auditing, or otherwise examining said materials.

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- (6) Comply with all applicable requirements of Title 49, Part 26 of the Code of Federal Regulations, as set forth in Section 42, Disadvantaged Business Enterprise Participation.

12. Prohibition Against Contingent Fees.

The Contractor warrants, by execution of this contract, that no person or company has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees; nor has the Contractor paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee, any fee, commission, contribution, donation, percentage, gift, or any other consideration, contingent upon or resulting from award of this contract . For any breach or violation of this provision, WPCTSA shall have the right to terminate this contract without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration and any other damages, and shall be responsible for reporting the details of such breach or violation to the proper legal authorities, where and when appropriate.

13. Termination.

- a. Termination for Cause: WPCTSA may terminate this Agreement for cause upon ten (10) days' written notice to Contractor, except where the cause involves issues of public safety, in which case the termination may take effect immediately upon delivery of notice. Should this Agreement be so terminated by WPCTSA, WPCTSA shall be liable for costs and fees as specified under Section 6, Compensation, accrued to date of termination, and for all other documented termination costs. The notice shall be deemed served and effective for all purposes on the date it is deposited in the U.S. Postal Service, certified, return receipt requested, addressed to Contractor at the address indicated in Section 36.
- b. General Termination: Either party may terminate this Agreement upon ninety (90) days' written notice to the other party. Should this Agreement be so terminated by WPCTSA, WPCTSA shall be liable for costs and fees as specified under Section 6, Compensation, accrued to date of termination, and for all other documented termination costs. Should this Agreement be so terminated by the Contractor, WPCTSA shall be liable for costs and fees as specified under Section 6, Compensation, accrued to date of termination and Contractor shall have no further obligation under this Agreement after date of termination. The notice shall be deemed served and effective for all purposes on the date it is deposited in the U.S. Postal Service, certified, return receipt requested, addressed to Contractor at the address indicated in Section 36.
- c. Data Upon Termination: In the event this Agreement expires or is terminated by one party or mutually, all pertinent data including, for example, passenger records, historical operating data, and current and future trip requests prepared for the project shall be made available by Contractor to WPCTSA without additional cost.

14. Contract Amendments.

WPCTSA may, from time to time, require changes in the scope of the services of the Contractor to be performed pursuant to Attachment 1, Scope of Services. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and

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between WPCTSA and the Contractor, shall be incorporated in written amendments to this Agreement. No oral understanding or agreement not incorporated into this Agreement shall be binding on any of the parties hereto. Amendments inconsistent with the provisions and intent of this Agreement are invalid.

15. Conflict of Interest.

Contractor hereby certifies that no employee of Contractor or any subcontractor has any past, ongoing, or potential conflict with WPCTSA's interest. Contractor and any subcontractors shall exercise reasonable care and diligence to prevent any actions or conditions that could be deemed a conflict of interest under the Fair Political Practices Act or other law. During the term of this Agreement, the Contractor shall not accept any employment or engage in any consulting work that would create a conflict of interest with WPCTSA or in any way compromise the services to be performed under this Agreement. The Contractor shall immediately notify WPCTSA of any and all potential violations of this paragraph upon becoming aware of the potential violation.

16. Political Reform Act Compliance.

The Contractor is aware and acknowledges that certain contractors that perform work for governmental agencies are "consultants" under the Political Reform Act (the "Act") (Government Code § 81000, et seq.) and its implementing regulations (2 California Code of Regulations § 18110, et seq.). The Consultant agrees that any of its officers or employees deemed to be "consultants" under the Act by WPCTSA, as provided for in the Conflict of Interest Code for WPCTSA, shall promptly file economic disclosure statements for the disclosure categories determined by WPCTSA, to be relevant to the work to be performed under this Agreement and shall comply with the disclosure and disqualification requirements of the Act, as required by law.

17. National Labor Relations Board Certification.

Contractor, by signing this Agreement, does swear under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a federal court which orders Contractor to comply with an order of the National Labor Relations Board (Public Contract Code § 10296).

18. Americans with Disabilities Act (ADA) of 1990.

By signing this Agreement, Contractor assures WPCTSA that it complies with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. § 12101, et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

19. Drug-Free Certification.

By signing this Agreement, Contractor hereby certifies under penalty of perjury under the laws of the State of California that Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code § 8350, et seq.) and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited, and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:

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- (1) The dangers of drug abuse in the workplace;
 - (2) The person's or the organization's policy of maintaining a drug-free workplace;
 - (3) Any available counseling, rehabilitation, and employee assistance programs; and
 - (4) Penalties that may be imposed upon employees for drug abuse violations.
 - c. Every employee of Contractor who works under this Agreement shall:
 - (1) Receive a copy of Contractor's Drug-Free Workplace Policy Statement; and
 - (2) Agree to abide by the terms of Contractor's Statement as a condition of employment on this Agreement.
20. Union Organizing.
By signing this Agreement, Contractor hereby acknowledges the applicability of Government Code § 16645 through § 16649 to this Agreement, excluding § 16645.2 and § 16645.7.
- a. Contractor will not assist, promote, or deter union organizing by employees performing work on this Agreement if such assistance, promotion, or deterrence contains a threat of reprisal or force, or a promise of benefit.
 - b. No funds received from WPCTSA under this Agreement shall be used to assist, promote, or deter union organizing.
 - c. Contractor will not, for any business conducted under this Agreement, use any public property to hold meetings with employees or supervisors, if the purpose of such meetings is to assist, promote, or deter union organizing, unless the public property is equally available to the general public for holding meetings.
 - d. If Contractor incurs costs, or makes expenditures to assist, promote, or deter union organizing, Contractor will maintain records sufficient to show that no reimbursement from WPCTSA funds has been sought for these costs, and Contractor shall provide those records to WPCTSA upon request.
21. Campaign Contribution Disclosure.
Contractor has complied with the campaign contribution disclosure provisions of the California Levine Act (Government Code § 84308) and has completed the Levine Act Disclosure Statement attached hereto as Attachment 1.
22. Successors and Assigns.
This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their successors, assigns, or other representatives. The Contractor shall not assign or delegate any interest in this Agreement, and shall not transfer any interest in the same, without the prior written consent of WPCTSA.
23. Disclosure of Information.
WPCTSA has the right to reveal information concerning the project in compliance with the Freedom of Information Act, 5 USC 552 and the California Public Records Act. Contractor may request that

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certain information not be disclosed, as permitted by statute. To request such confidentiality, the Contractor must ensure that at the time the information is provided to WPCTSA, it is accompanied by clear notice (on or attached to the document or other record), that the information is a "trade secret," "confidential," or "proprietary." Where only a portion(s) of a submission is entitled to protection from disclosure, each such portion shall be identified. Information received by WPCTSA which is not accompanied such notice, may be made available to the public without prior notice to the Contractor.

24. Minimum Insurance Requirements.

Contractor hereby warrants that it carries and shall maintain, at its sole cost and expense, in full force and effect during the full term of this Agreement and any extensions to this Agreement, the following described insurance coverage as outlined below:

POLICY	MINIMUM LIMITS OF LIABILITY
(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, symbol 1 (any auto).	Bodily Injury/Property Damage \$3,000,000 each accident, \$3,000,000 general aggregate.
(2b) Livery: Comprehensive Automobile: Insurance Services Office, form #CA 0001 covering Automobile Liability, symbol 1 (any auto).	Bodily Injury/Property Damage \$3,000,000 each accident, \$3,000,000 aggregate limit.
(3) General Liability: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).	\$3,000,000 per occurrence, \$3,000,000 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.

- a. Deductibles and Self-insured Retentions: Any deductibles or self-insured retentions over \$5,000 must be declared to and approved by WPCTSA.
- b. Required Provisions: The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
 - (1) For any claims related to this Agreement, Contractor's insurance coverage shall be primary insurance as respects WPCTSA, its directors, officers, employees and agents. Any insurance or self-insurance maintained by WPCTSA, its directors, officers, employees or agents shall be in excess of Contractor's insurance and shall not contribute to it.
 - (2) Any failure by Contractor to comply with reporting or other provisions of the policies including breaches of warrants shall not affect coverage provided to

WPCTSA, its directors, officers, employees or agents.

- (3) Contractor's 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 WPCTSA.
- b. Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise approved by WPCTSA.
- d. Certificate of Insurance and Additional Insured Requirement: Contractor shall furnish to WPCTSA an original Certificate of Insurance on a standard ACORD form, or other form acceptable to WPCTSA, substantiating the required coverages and limits set forth above and also containing the following:
- (1) Thirty (30) days prior written notice to WPCTSA 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 Auto Liability and Commercial General Liability policy: "WPCTSA and the Placer County Transportation Planning Agency (PCTPA) and its directors, officers, agents, employees, and volunteers are made additional insureds, but only insofar as the operations under this Agreement are concerned."
- e. Certified Copies of Policies: Upon request by WPCTSA, Contractor shall immediately furnish a complete copy of any policy required hereunder, including all endorsements, with said copy certified by the insurance company to be a true and correct copy of the original policy.
- f. Contractor's Responsibility: Nothing herein shall be construed as limiting in any way the extent to which Contractor may be held responsible for damages resulting from Contractor's operations, acts, omissions, or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve Contractor of liability in excess of such minimum coverage, nor shall it preclude WPCTSA from taking other actions available to it under this Agreement or by law, including but not limited to, actions pursuant to Contractor's indemnity obligations.

25. Availability of Records.

The Contractor shall document the results of the work to the satisfaction of WPCTSA, and if applicable, the State and U.S. DOT, as specified in Attachment 1, Scope of Services.

The Contractor and its subcontractors shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred (collectively "Records"), and make such Records available at their respective offices at all reasonable times during the contract period and for four (4) years from the date of final payment to the Contractor. Such Records shall be available for inspection by authorized representatives of WPCTSA, or copies thereof shall be

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furnished upon WPCTSA's request. The U.S. DOT, Caltrans, the Comptroller General of the United States, or any authorized representatives of these agencies, shall have access to any Records of the Contractor related to the performance of this Agreement for the purpose of making audit, examination, excerpts, and/or transcriptions.

If so directed by WPCTSA upon the expiration of this Agreement, the Contractor shall cause all Records to be delivered to WPCTSA as depository.

26. Non-discrimination.

- a. During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age, sex, or sexual orientation. Contractor and its subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and its subcontractors shall comply with all non-discrimination and equal employment opportunity laws, including the provisions of Title VI of the Civil Rights Act of 1964, as amended, and with the provisions contained in 49 CFR Part 21 through Appendix C and 23 CFR 710.405 (b); Executive Order 11246, entitled "Equal Employment Opportunity" as amended by Executive Order 11375, and as supplemented in the Department of Labor Regulation (41 CFR Part 60), the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and applicable regulations promulgated there under (California Administrative Code, Title 2, Section 7285.0 et seq.); the Unruh Civil Rights Act of 1959; all applicable U.S. D.O.T. regulations; all applicable equal employment opportunity (EEO) provisions of 42 U.S.C. §§2000e; any other applicable federal and state laws and regulations relating to equal employment opportunity. The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12900, set forth in Chapter 5 of Division 4 of Title 2 of the California Administrative Code are incorporated into this Agreement by reference and made a part hereof as it is set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- c. Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.
- c. Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Agreement, WPCTSA shall impose such contract sanctions as it or the Federal Transit Administration may determine to be appropriate, including but not limited to:
 - (1) Withholding of payments to the Contractor under the Agreement until the Contractor complies, and/or
 - (2) Cancellation, termination or suspension of the Agreement, in whole or in part.

27. Governing Law and Forum.

Any dispute not resolved by informal negotiation between the parties to this contract shall be adjudicated in the Superior Court of Placer County. This Agreement shall be administered and interpreted under the laws of the State of California.

28. Costs and Attorneys' Fees: If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action may recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and reasonable attorneys' fees.
29. Indemnification.
Contractor specifically agrees to indemnify, defend, and hold harmless WPCTSA, its directors, officers, 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 such Losses caused by the sole, active negligence or willful misconduct of an Indemnitee. Contractor shall pay all costs and expenses that may be incurred by WPCTSA in enforcing this indemnity, including reasonable attorneys' fees. The provisions of this Section shall survive the expiration, termination, or assignment of this Agreement.
30. Ownership of Documents; Permission.
a. Contractor agrees that all work products, including, but not limited to, original documents, methodological explanations, computer programs, drawings, designs, reports and other written materials generated in the performance of this Agreement shall belong to and become the sole property of WPCTSA; provided that Contractor may retain file copies of said work products. Contractor shall provide said work products to WPCTSA upon request.
b. Contractor represents and warrants that: (i) all materials used or work products produced in the performance of this Agreement, including, without limitation, all computer software materials and all written materials, are either owned by or produced by Contractor or that all required permissions and license agreements have been obtained and paid for by Contractor; and (ii) WPCTSA is free to use, reuse, publish or otherwise deal with all such materials or work products. Contractor shall defend, indemnify and hold harmless WPCTSA and its directors, officers, employees, and agents from any claim, loss, damage, cost, liability, or expense to the extent of any violation or falsity of the foregoing representation and warranty.
31. Severability.
If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law, unless the exclusion of such term or provision, or the application of such term or provision, would result in such a material change so as to cause completion of the obligations contemplated herein to be unreasonable.
32. Integration.
This Agreement represents the entire understanding of WPCTSA and Contractor as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in accordance with Section 16.

33. Notices.
Any notice or notices required or permitted to be given pursuant to this contract may be personally served on the other party by the party giving such notice, or may be served by certified mail, return receipt requested, to the following addresses:
- Celia McAdam, Executive Director
Western Placer Consolidated Transportation Services Agency
299 Nevada Street
Auburn, California 95603
- [CONTRACTOR NAME]
[Firm Name]
[ADDRESS]
34. Authority.
Each person signing this Agreement on behalf of a party hereby certifies, represents, and warrants that he or she has the authority to bind that party to the terms and conditions of this Agreement.
35. Force Majeure.
Neither WPCTSA nor Contractor shall be liable or deemed to be in default for any delay or failure in performance under this Agreement or interruption of services resulting, directly or indirectly, from acts of God or of the public enemy, acts of government, in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, and unusually severe weather, or any similar cause beyond the reasonable control of WPCTSA or Contractor.
36. Counterparts: This Agreement may be executed in multiple counterparts, each of which shall constitute an original, and all of which taken together shall constitute one and the same instrument.
37. Waivers: No waiver of any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. The failure of WPCTSA to enforce at any time the provisions of this Agreement or to require at any time performance by the Contractor of these provisions shall in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of WPCTSA to enforce these provisions.
38. Litigation: Contractor shall notify WPCTSA immediately of any claim or action undertaken by it or against it that affects or may affect this Agreement or WPCTSA, and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of WPCTSA.
39. Disadvantaged Business Enterprise (DBE) Participation:
It is the policy of WPCTSA that Disadvantaged Business Enterprises (DBE), as defined in Title 49, Part 26 of the Code of Federal Regulations (49 CFR 26) entitled, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Agreement; however, DBE participation is not a condition of award. In any event, Contractor agrees to complete the DBE

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Information Form so that WPCTSA may compile statistics for federal reporting purposes. The WPCTSA DBE Information Form is attached as Exhibit C.

- a. "Notice to Proposers Disadvantaged Business Enterprise Information", DOT Exhibit 10-I is attached to the Agreement. The purpose of this form is to provide information regarding DBE participation and to reference DOT Exhibit 10-01 and Exhibit 10-02, as necessary forms to collect data required under 49 CFR 26. Even if no DBE participation will be reported, the Contractor agrees to complete and sign the forms and return them with the executed Agreement.
- b. Non-Discrimination: Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as WPCTSA may deem appropriate. Each subcontract signed by Contractor in the performance of this Agreement must include an assurance that Contractor and subcontractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this Agreement.
- c. Solicitations for Subcontracts, including Procurement of Materials and Equipment: In all solicitations for subcontracts, each potential subcontractor or supplier shall be notified under this Agreement of the prohibition against discrimination on the grounds of race, color, or national origin, religion, sex, age, or disability.
- d. Records: Contractor shall maintain records of all subcontracts entered into with certified DBE subcontractors and records of materials purchased from certified DBE suppliers. The records shall show the name and business address of each DBE subcontractor or vendor and the total dollar amount actually paid each DBE subcontractor or vendor. The records shall show the date of payment and the total dollar figure paid to all firms. Upon completion of the contract, a summary of these records shall be prepared and submitted to WPCTSA.
- e. Termination of a DBE: In conformance with Federal DBE regulation Section 26.53(f) (1) and 26.53(f) (2), Part 26, 49 CFR, Contractor shall not:
 - (1) Terminate for convenience a listed DBE subcontractor and then perform that work with its own forces (personnel), or those of an affiliate, unless Contractor has received prior written authorization from the Project Manager of WPCTSA to perform the work with other forces (other than Contractor's own personnel) or to obtain materials from other sources; and
 - (2) If a DBE subcontractor is terminated or fails to complete its work for any reason, Contractor shall be required to make good faith efforts to replace the original DBE subcontractor with another DBE.
 - (3) Noncompliance by Contractor with the requirements of this paragraph is considered a material breach of this Agreement and may result in termination of the Agreement or other such appropriate remedies for a breach of this Agreement as WPCTSA deems appropriate.

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- e. DBE Certification and Decertification: If a DBE subcontractor is decertified during the life of the contract, the decertified subcontractor shall notify Contractor in writing with the date of decertification. If a subcontractor becomes a certified DBE during the life of the contract, the subcontractor shall notify Contractor in writing with the date of certification. Contractor shall then provide to the Project Manager of WPCTSA written documentation indicating the DBE's existing certification status.
- g. Prompt Progress Payment to Subcontractors: Contractor shall pay to subcontractor(s) all moneys withheld in retention from the subcontractor within thirty (30) days from receiving payment from WPCTSA for work satisfactorily completed, even if other work is not completed and has not been accepted in conformance with the terms of the contract.. Any violation of Business and Professions Code Section 7108.5 shall subject the violating contractor or subcontractor to the penalties, sanctions, and other remedies of that Section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

40. Debarment, Suspension, and Other Responsibilities

Contractor certifies and warrants that neither the Contractor firm nor any owner, partner, director, officer, or principal of Contractor, nor any person in a position with management responsibility or responsibility for the administration of funds:

- a. Is presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any federal or state department or agency.
- b. Has within the three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- c. Is presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commissions of any of the offenses enumerated in paragraph "b" above.
- d. Has within a three-year period preceding this Agreement, had one or more public transactions or contracts (federal, state, or local) terminated for cause or default.
- e. Contract shall complete the Debarment Certification Form, attached hereto as Exhibit B.

The Contractor further certifies that is shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department/agency.

41. Non-lobbying Certification for Federal-Aid Contracts

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

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- a. No State or 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 agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. 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 agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure of Lobbying Activities," in accordance with its instructions.
- c. This certification is a material representation of fact upon which reliance was placed when this Agreement was entered into. Submission of this certification is a prerequisite for making or entering into this Agreement, 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.

The Contractor also agrees by signing this Agreement that it shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

42. Certifications

Exhibits "10-F", "Certification of Consultant, Commissions & Fees" and "10-G", "Certification of Local Agency," both from Caltrans Local Assistance Procedures Manual, are included as attachments to the Agreement and are incorporated herein by this reference. The Contractor shall complete and sign Exhibit "10-F" and return with the executed Agreement.

IN WITNESS WHEREOF the Western Placer Consolidated Transportation Services Agency and the Contractor have executed this agreement as of the date first above written.

Western Placer Consolidated Transportation
Services Agency

(CONTRACTOR NAME)

Celia McAdam,
Executive Director

(NAME)
(TITLE)

Date: _____

Date: _____

Enclosures

- 1) Exhibit A: Scope of Services

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- 2) Exhibit B: Levine Act Disclosure Statement
- 3) Exhibit C: Debarment Certification Form
- 4) Exhibit D: DBE Information Form or DOT Exhibit 10-01/10-02
- 5) Exhibit 10-F: Certification of Consultant, Commissions & Fees
- 6) Exhibit 10-G: Certification of Local Agency
- 7) Exhibit 10-I: Notice to Proposers Disadvantaged Business Enterprise Information
- 8) Exhibit 10-01: Local Agency Proposer UDBE Commitment (Consultant Contracts)
- 9) Exhibit 10-02: Local Agency Proposer DBE Commitment (Consultant Contracts)
- 10) Exhibit 17-F: Final Report-Utilization of Disadvantaged Business Enterprises (DBE) First-Tier Subcontractors

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EXHIBIT A
Scope of Services – Refer to separate attached document

**EXHIBIT B
LEVINE ACT DISCLOSURE STATEMENT**

California Government Code § 84308, commonly referred to as the “Levine Act,” precludes an Officer of a local government agency from participating in the award of a contract if he or she receives any political contributions totaling more than \$250 in the 12 months preceding the pendency of the contract award, and for three months following the final decision, from the person or company awarded the contract. This prohibition applies to contributions to the Officer, or received by the Officer on behalf of any other Officer, or on behalf of any candidate for office or on behalf of any committee. The Levine Act also requires disclosure of such contributions by a party to be awarded a specified contract.

Current members of the Western Placer Consolidated Transportation Services Agency (WPCTSA) Board are:

Sandra Calvert	Susan Rohan
Tony Hesch	Diana Ruslin
Jim Holmes	Ron Treabess (citizen representative)
Stan Nader	Kirk Uhler
Keith Nesbitt	

1. Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to any WPCTSA Board member(s) in the 12 months preceding the date of the issuance of this request for proposal or request for qualifications?

___ YES ___ NO

If yes, please identify the Board member(s) _____

2. Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contributions of more than \$250 to any WPCTSA Board member(s) in the three months following the award of the contract?

___ YES ___ NO

If yes, please identify the Board member(s) _____

Answering yes to either of the two questions above does not preclude WPCTSA from awarding a contract to your firm. It does, however, preclude the identified Board member(s) from participating in the contract award process for this contract.

DATE

(SIGNATURE OF AUTHORIZED OFFICIAL)

(TYPE OR WRITE APPROPRIATE NAME, TITLE)

(TYPE OR WRITE NAME OF COMPANY)

(CONTRACTOR NAME)
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**EXHIBIT C
DEBARMENT CERTIFICATION FORM**

The Contractor certifies that, neither the Contractor firm nor any owner, partner, director, officer, or principal of the Contractor, nor any person in a position with management responsibility or responsibility for the administration of federal funds:

- (a) Is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department/agency;
- (b) Has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract (federal, state, or local); violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Is presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (b) above; or
- (d) Has within a three-year period preceding this certification had one or more public transactions or contracts (federal, state, or local) terminated for cause or default.

The Contractor further certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department/agency.

Dated this _____ day of _____, 20 _____

By _____
Authorized Signature for Contractor

Printed Name and Title

Contractor Firm Name and Type of Entity (*Corp., Partnership, Sole Proprietor*)

Address

City/State/Zip Code

Area Code/Telephone Number and E-Mail Address

EXHIBIT D
DISADVANTAGED BUSINESS ENTERPRISE (“DBE”)
INFORMATION FORM

Background

The term “Disadvantaged Business Enterprise” or “DBE” means a for-profit small business concern as defined in Title 49, Part 26.5, Code of Federal Regulations (CFR). It is the policy of the Placer County Transportation Planning Agency (WPCTSA), the California Department of Transportation (“Caltrans”), and the U.S. Department of Transportation that DBE’s have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal transportation funds. A certified DBE may participate in the performance of WPCTSA contracts as a contractor, subcontractor, joint venture partner, or as a vendor of material or supplies.

Requirements and Purpose of Form

The awardee shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts. Even if no DBE participation will be reported, the awardee shall check the “No DBE Participation” option below (Option #1), and sign and return this form.

Resources

The California Unified Certification Program (CUCP) may be used for DBE certification and to identify firms eligible to participate as DBE’s or UDBE’s. The CUCP database may be accessed on-line at <http://www.californiaucp.com>. If you believe a firm is certified but cannot locate it in the CUCP database; you may contact the Caltrans Office of Certification toll free number 1-866-810-6346 for assistance. If you do not have internet access, you may order a written directory of certified DBE firms from the Caltrans Division of Procurement and Contracts/Publication Unit, 1900 Royal Oaks Drive, Sacramento, CA 95815, Telephone: (916) 445-3520.

DBE/UDBE Participation Information

(Awardee must check at least one of the options below, provide required information regarding certified DBE’s and/or UDBE’s, and sign this Information Sheet)

_____ **Option #1 - No Certified DBE or UDBE participation proposed for this contract.**

_____ **Option #2 - It is proposed that the following DBE(s) be used on this contract:**

(Please attach an additional sheet if necessary)

Name of Certified DBE

DBE Certification No.

DBE Address

DBE Telephone No.

DBE E-Mail Address

Annual Gross Receipts (check one)

Less than \$500,000 _____
\$500,000 - \$1 million _____
\$1 million - \$2 million _____
\$2 million - \$5 million _____

Age of Firm

Capacity of DBE (*e.g., contractor, subcontractor,* _____) Over \$5 million _____
\$ Amount DBE Participation (*vendor*) _____

Description of services or materials to be provided by DBE

Name of Certified DBE

DBE Certification No.

DBE Address

DBE Telephone No.

DBE E-Mail Address

Annual Gross Receipts (check one)

Less than \$500,000

\$500,000 - \$1 million

\$1 million - \$2 million

\$2 million - \$5 million

Over \$5 million

Age of Firm

Capacity of DBE (*e.g., contractor, subcontractor,*
vendor)

\$ Amount DBE Participation

Description of services or materials to be provided by DBE

Submitted by:

Signature

Date

Print Name and Title

Name of Contractor, if different than signatory

EXHIBIT 10-F
CERTIFICATION OF CONSULTANT, COMMISSIONS & FEES

I HEREBY CERTIFY that I am the _____, and duly authorized representative of the firm of _____, whose address is _____, and that, except as hereby expressly stated, neither I nor the above firm that I represent have:

- (a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this agreement; nor
- (b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the agreement; nor
- (c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind, for or in connection with, procuring or carrying out this agreement.

I acknowledge that this Certificate is to be made available to the California F10-Department of Transportation (Caltrans) in connection with this agreement involving participation of Federal-aid Highway funds, and is subject to applicable state and federal laws, both criminal and civil.

(Date)

(Signature)

**EXHIBIT 10-G
CERTIFICATION OF LOCAL AGENCY**

I HEREBY CERTIFY that I am the _____ of the _____ (local agency), and that the consulting firm of _____ or its representative has not been required (except as herein expressly stated), directly or indirectly, as an express or implied condition in connection with obtaining or carrying out this Agreement to:

- (a) employ, retain, agree to employ or retain, any firm or person, or
- (b) pay or agree to pay, to any firm, person or organization, any fee, contribution, donation, or consideration of any kind.

I acknowledge that this Certificate is to be made available to the California Department of Transportation (Caltrans) in connection with this Agreement involving participation of federal-aid highway funds, and is subject to applicable state and federal laws, both criminal and civil.

(Date)

(Signature)

**EXHIBIT 10-I
NOTICE TO PROPOSERS DBE INFORMATION**

The Agency has established a DBE goal for this Agreement of _____%

1. Terms as used in this Document

- The term “Disadvantaged Business Enterprise” or “DBE” means a for-profit small business concern owned and controlled by a socially and economically disadvantaged person(s) as defined in Title 49, Part 26.5, Code of Federal Regulations (CFR).
- The term “Agreement” also means “Contract.”
- Agency also means the local entity entering into this contract with the Contractor or Consultant.
- The term “Small Business” or “SB” is as defined in 49 CFR 26.65.

2. Authority and Responsibility

- A. DBEs and other small businesses are strongly encouraged to participate in the performance of Agreements financed in whole or in part with federal funds (See 49 CFR 26, “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs”). The Contractor should ensure that DBEs and other small businesses have the opportunity to participate in the performance of the work that is the subject of this solicitation and should take all necessary and reasonable steps for this assurance. The proposer shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.
- B. Proposers are encouraged to use services offered by financial institutions owned and controlled by DBEs.

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INSTRUCTIONS - LOCAL AGENCY CONSULTANT DBE COMMITMENT

Consultant Section

The Consultant shall:

1. **Local Agency Name** – Enter the name of the local or regional agency that is funding the contract.
2. **Project Location** - Enter the project location as it appears on the project advertisement.
3. **Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
4. **Consultant Name** - Enter the consultant's firm name.
5. **Contract DBE Goal %** - Enter the contract DBE goal percentage, as it was reported on the Exhibit 10-I form. See LAPM Chapter 10.
6. **Description of Services to be Provided** - Enter item of work description of services to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
7. **DBE Firm Contact Information** - Enter the name and telephone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and telephone number, if the prime is a DBE.
8. **DBE Cert. Number** - Enter the DBEs Certification Identification Number. All DBEs must be certified on the date bids are opened. (DBE subcontracted consultants should notify the prime consultant in writing with the date of the decertification if their status should change during the course of the contract.)
9. **DBE %** - Percent participation of work to be performed or service provided by a DBE. Include the prime consultant if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
10. **Total % Claimed** – Enter the total participation claimed. If the Total % Claimed is less than item "6. Contract DBE Goal", a Good Faith Effort (GFE) is required.
11. **Preparer's Signature** – The person completing this section of the form for the consultant's firm must sign their name.
12. **Preparer's Name (Print)** – Clearly enter the name of the person signing this section of the form for the consultant.
13. **Preparer's Title** - Enter the position/title of the person signing this section of the form for the consultant.
14. **Date** - Enter the date this section of the form is signed by the preparer.
15. **(Area Code) Tel. No.** - Enter the area code and telephone number of the person signing this section of the form for the consultant.

Local Agency Section:

The Local Agency representative shall:

16. **Local Agency Contract Number** - Enter the Local Agency Contract Number.
17. **Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
18. **Contract Execution Date** - Enter the date the contract was executed and Notice to Proceed issued. See LAPM Chapter 10, page 23.
19. **Local Agency Representative Name (Print)** - Clearly enter the name of the person completing this section.
20. **Local Agency Representative Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
21. **Date** - Enter the date the Local Agency Representative signs the form.
22. **Local Agency Representative Title** - Enter the position/title of the person signing this section of the form.
23. **(Area Code) Tel. No.** - Enter the area code and telephone number of the Local Agency representative signing this section of the form.

EXHIBIT 10-02: LOCAL AGENCY CONSULTANT DBE INFORMATION (Inclusive of all DBEs listed at bid proposal)

(CONTRACTOR NAME)

(AGREEMENT FOR WESTERN PLACER CONSOLIDATED TRANSPORTATION SERVICES AGENCY
NON-EMERGENCY MEDICAL TRANSPORTATION (HEALTH EXPRESS) PROGRAM)

NOTE: Please refer to instructions on the reverse side of this form.

Consultant to Complete this Section			
1. Local Agency Name: _____			
2. Project Location: _____			
3. Project Description: _____			
4. Total Contract Award Amount: \$ _____			
5. Consultant Name: _____			
6. Contract DBE Goal %: _____			
7. Total Dollar Amount for <u>all</u> Subcontractors: \$ _____			
8. Total Number of <u>all</u> Subcontractors: _____			
Award DBE Information			
9. Description of Services to be Provided	10. DBE Firm Contact Information	11. DBE Cert. Number	12. DBE Dollar Amount
Local Agency to Complete this Section		13. Total Dollars Claimed	14. Total % Claimed
20. Local Agency Contract Number: _____			
21. Federal-aid Project Number: _____			
22. Contract Execution Date: _____			
Local Agency certifies that all DBE certifications are valid and the information on this form is complete and accurate: _____			
23. Local Agency Representative Name (Print) _____			
24. Local Agency Representative Signature _____	25. Date _____		
26. Local Agency Representative Title _____	27. (Area Code) Tel. No. _____		
Caltrans to Complete this Section			
Caltrans District Local Assistance Engineer (DLAE) certifies that this form has been reviewed for completeness: _____			
28. DLAE Name (Print) _____	29. DLAE Signature _____	30. Date _____	15. Preparer's Signature _____
			16. Preparer's Name (Print) _____
			17. Preparer's Title _____
		18. Date _____	19. (Area Code) Tel. No. _____

Distribution: (1) Copy – Email a copy to the Caltrans District Local Assistance Engineer (DLAE) within 30 days of contract award. Failure to send a copy to the DLAE within 30 days of contract award may result in delay of payment.

(CONTRACTOR NAME)
**(AGREEMENT FOR WESTERN PLACER CONSOLIDATED TRANSPORTATION SERVICES AGENCY
NON-EMERGENCY MEDICAL TRANSPORTATION (HEALTH EXPRESS) PROGRAM)**

(2) Copy – Include in award package sent to Caltrans DLAE (3) Original – Local agency files

INSTRUCTIONS - LOCAL AGENCY CONSULTANT DBE INFORMATION

Consultant Section

The Consultant shall:

1. **Local Agency Name** – Enter the name of the local or regional agency that is funding the contract.
2. **Project Location** - Enter the project location as it appears on the project advertisement.
3. **Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
4. **Total Contract Award Amount** - Enter the total contract award dollar amount for the prime consultant.
5. **Consultant Name** - Enter the consultant's firm name.
6. **Contract DBE Goal %** - Enter the contract DBE goal percentage, as it was reported on the Exhibit 10-I form. See LAPM Chapter 10.
7. **Total Dollar Amount for all Subcontractors** – Enter the total dollar amount for all subcontracted consultants. SUM = (DBE's + all Non-DBE's). Do **not** include the prime consultant information in this count.
8. **Total number of all subcontractors** – Enter the total number of all subcontracted consultants. SUM = (DBE's + all Non-DBE's). Do **not** include the prime consultant information in this count.
9. **Description of Services to be Provided** - Enter item of work description of services to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
10. **DBE Firm Contact Information** - Enter the name and telephone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and telephone number, if the prime is a DBE.
11. **DBE Cert. Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened. (DBE subcontracted consultants should notify the prime consultant in writing with the date of the decertification if their status should change during the course of the contract.)
12. **DBE Dollar Amount** - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime consultant if the prime is a DBE, and include DBEs that are not identified as subcontractors on the Exhibit 10-O1 form. See LAPM Chapter 9 for how to count full/partial participation.
13. **Total Dollars Claimed** – Enter the total dollar amounts for columns 12 and 13.
14. **Total % Claimed** – Enter the total participation claimed for columns 12 and 13. SUM = (item "14. Total Participation Dollars Claimed" divided by item "4. Total Contract Award Amount"). If the Total % Claimed is less than item "6. Contract DBE Goal", a Good Faith Effort (GFE) is required.
15. **Preparer's Signature** – The person completing this section of the form for the consultant's firm must sign their name.
16. **Preparer's Name (Print)** – Clearly enter the name of the person signing this section of the form for the consultant.
17. **Preparer's Title** - Enter the position/title of the person signing this section of the form for the consultant.
18. **Date** - Enter the date this section of the form is signed by the preparer.
19. **(Area Code) Tel. No.** - Enter the area code and telephone number of the person signing this section of the form for the consultant.

Local Agency Section:

The Local Agency representative shall:

20. **Local Agency Contract Number** - Enter the Local Agency Contract Number.
21. **Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
22. **Contract Execution Date** - Enter the date the contract was executed and Notice to Proceed issued. See LAPM Chapter 10, page 23.
23. **Local Agency Representative Name (Print)** - Clearly enter the name of the person completing this section.
24. **Local Agency Representative Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
25. **Date** - Enter the date the Local Agency Representative signs the form.
26. **Local Agency Representative Title** - Enter the position/title of the person signing this section of the form.

(CONTRACTOR NAME)

(AGREEMENT FOR WESTERN PLACER CONSOLIDATED TRANSPORTATION SERVICES AGENCY
NON-EMERGENCY MEDICAL TRANSPORTATION (HEALTH EXPRESS) PROGRAM)

27. (Area Code) Tel. No. - Enter the area code and telephone number of the Local Agency representative signing this section of the form.

Caltrans Section:

Caltrans District Local Assistance Engineer (DLAE) shall:

28. DLAE Name (Print) – Clearly enter the name of the DLAE.

29. DLAE Signature – DLAE must sign this section of the form to certify that it has been reviewed for completeness.

30. Date - Enter the date that the DLAE signs this section the form.

(CONTRACTOR NAME)

(AGREEMENT FOR WESTERN PLACER CONSOLIDATED TRANSPORTATION SERVICES AGENCY
NON-EMERGENCY MEDICAL TRANSPORTATION (HEALTH EXPRESS) PROGRAM)

**EXHIBIT 17-F
FINAL REPORT-UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE) FIRST-TIER SUBCONTRACTORS**

**STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION
FINAL REPORT-UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES
(DBE), FIRST-TIER SUBCONTRACTORS**

CEM-2402F (REV 02/2008)

ADA Notice
For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814

CONTRACT NUMBER		COUNTY	ROUTE	POST MILES	FEDERAL AID PROJECT NO.	ADMINISTERING AGENCY	CONTRACT COMPLETION DATE
PRIME CONTRACTOR				BUSINESS ADDRESS		ESTIMATED CONTRACT AMOUNT \$	
ITEM NO.	DESCRIPTION OF WORK PERFORMED AND MATERIAL PROVIDED	COMPANY NAME AND BUSINESS ADDRESS	DBE CERT. NUMBER	CONTRACT PAYMENTS			DATE OF FINAL PAYMENT
				NON-DBE	DBE	DATE WORK COMPLETE	
				\$	\$		
				\$	\$		
				\$	\$		
				\$	\$		
				\$	\$		
				\$	\$		
				\$	\$		
				\$	\$		
				\$	\$		
ORIGINAL COMMITMENT \$			TOTAL	\$	\$		
DBE							

List all First-Tier Subcontractors, Disadvantaged Business Enterprises (DBEs) regardless of tier, whether or not the firms were originally listed for goal credit. If actual DBE utilization (or item of work) was different than that approved at time of award, provide comments on back of form. List actual amount paid to each entity.

I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT

CONTRACTOR REPRESENTATIVE'S SIGNATURE	BUSINESS PHONE NUMBER	DATE
TO THE BEST OF MY INFORMATION AND BELIEF, THE ABOVE INFORMATION IS COMPLETE AND CORRECT		
RESIDENT ENGINEER'S SIGNATURE	BUSINESS PHONE NUMBER	DATE

Copy Distribution-Caltrans contracts:	Original - District Construction	Copy - Business Enterprise Program	Copy - Contractor	Copy Resident Engineer
Copy Distribution-Local Agency contracts:	Original - District Local Assistance Engineer (submitted with the Report of Expenditure)	Copy - District Local Assistance Engineer	Copy - Local Agency file	

(CONTRACTOR NAME)
**(AGREEMENT FOR WESTERN PLACER CONSOLIDATED TRANSPORTATION SERVICES AGENCY
NON-EMERGENCY MEDICAL TRANSPORTATION (HEALTH EXPRESS) PROGRAM)**

**EXHIBIT 17-F
FINAL REPORT-UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE)
FIRST-TIER SUBCONTRACTORS**

CEM 2402(F) (Rev. 02/2008)

The form requires specific information regarding the construction project: Contract Number, County, Route, Post Miles, Federal-aid Project No., the Administering Agency, the Contract Completion Date and the Estimated Contract Amount. It requires the prime contractor name and business address. The focus of the form is to describe who did what by contract item number and descriptions, asking for specific dollar values of item work completed broken down by subcontractors who performed the work both DBE and non-DBE work forces. DBE prime contractors are required to show the date of work performed by their own forces along with the corresponding dollar value of work.

The form has a column to enter the Contract Item No. (or Item No's) and description of work performed or materials provided, as well as a column for the subcontractor name and business address. For those firms who are DBE, there is a column to enter their DBE Certification Number. The DBE should provide their certification number to the contractor and notify the contractor in writing with the date of the decertification if their status should change during the course of the project.

The form has six columns for the dollar value to be entered for the item work performed by the subcontractor.

The Non-DBE column is used to enter the dollar value of work performed for firms who are not certified DBE.

The decision of which column to be used for entering the DBE dollar value is based on what program(s) status the firm is certified. This program status is determined by the California Unified Certification Program by ethnicity, gender, ownership, and control issues at time of certification. To confirm the certification status and program status, access the Department of Transportation Civil Rights web site at: <http://www.dot.ca.gov/hq/bep> or by calling (916) 324-1700 or the toll free number at (888) 810-6346.

Based on this DBE Program status, the following table depicts which column to be used:

DBE Program Status	Column to be used
If program status shows DBE only with no other programs listed	DBE

If a contractor performing work as a DBE on the project becomes decertified and still performs work after their decertification date, enter the total dollar value performed by this contractor under the appropriate DBE identification column.

If a contractor performing work as a non-DBE on the project becomes certified as a DBE, enter the dollar value of all work performed after certification as a DBE under the appropriate

1. Enter the total of each of the six columns in Form CEM-2402(F).
2. Any changes to DBE certification must also be submitted on Form-CEM 2403(F).
3. Enter the Date Work Completed as well as the Date of Final Payment (the date when the prime contractor made the "final payment" to the subcontractor for the portion of work listed as being completed).
4. The contractor and the resident engineer sign and date the form indicating that the information provided is complete and correct.

Health Express Scope of Service Summary

Background

Health Express Service is a non-emergency medical transportation service that is currently managed by Seniors First under contract with the WPCTSA. The WPCTSA formed in November of 2008 and contracted with Seniors First in January of 2009.

Under the Transportation Development Act (TDA) regulations, Health Express service is considered a specialized transportation service. Health Express is not considered an Americans with Disabilities Act (ADA) complementary paratransit service; however, under Federal Transit Administration (FTA) regulations, Health Express qualifies as a public transportation alternative beyond the ADA.

Generally, Health Express service can be distinguished from local dial-a-ride service in that it is for medical related trips only and covers a larger geographic area. Health Express can have some overlap with the dial-a-ride service, but is intended to serve trips that are not currently serviceable by local transit services.

Project Description

Health Express provides primarily advance-reservation, shared-ride demand responsive non-emergency medical transportation to residents of western Placer County age 60 and above, individuals with disabilities, or as a last resort if no other transportation is available. Non-emergency medical is generally defined to include appointments for maintenance of health, prevention of illness, and treatment of illness or injury.

Health Express operates 249 days per year, Monday through Friday from 7:00 am to 5:00 pm. Service is scheduled so that the first pick-up is no earlier than 7:00 am and the last pick-up is no later than 4:30 pm. Requests for service may be made at least 24 hours and up to 14 days in advance of the service day or, for trips that are taken on a regular basis at the same day and time each week, can be set up as subscription trips. Same day and immediate trip requests are accommodated if capacity is available.

On an annual basis, the Health Express contractor is expected to operate a total of 6,800 vehicle revenue service hours for the area defined below:

- Placer County: within the boundaries of western Placer County along Highway 80; the service area from $\frac{3}{4}$ miles east of Colfax to Roseville at I-80 West to the Sacramento County line (see Health Express service area map).
- Sacramento County: two partial days per week (up to six hours each day), Tuesdays and Thursdays, to regional medical facilities located in Sacramento.
- Foresthill and Sheridan: up to 700 vehicle revenue service hours may be operated annually for up to a two-year pilot service to the communities of Foresthill and Sheridan, if approved.

The contractor will provide licensed, experienced transit drivers, supervision, dispatch, customer service, route training, all supplies (including uniforms) and vehicles necessary to provide the Health Express service.

Health Express Service Area Map

