

Effective: June 1, 2011 to June 30, 2013

STATE OF FLORIDA  
COMMISSION FOR THE TRANSPORTATION DISADVANTAGED

STANDARD COORDINATION/OPERATOR CONTRACT

**THIS CONTRACT** is entered into between the COMMUNITY TRANSPORTATION COORDINATOR, Board of Sumter County Commissioners, designated pursuant to Chapter 427, F.S., to serve the transportation disadvantaged for the community that includes the entire area of Sumter County, and hereinafter referred to as the "Coordinator" and Lifestream Behavioral Center, hereinafter referred to as the "Agency/Operator". The terms and conditions of this Contract are effective June 1, 2011 and will continue through June 30, 2013

WHEREAS, the Coordinator is required, under Rule 41-2.011, F.A.C., when cost effective and efficient, to enter into contract with a transportation Agency/Operator to provide transportation services; and

WHEREAS, transportation disadvantaged funds includes any local government, state or federal funds that are for the transportation of transportation disadvantaged; and

WHEREAS, the Coordinator desires to contract with the Agency/Operator for the provision of transportation services for the transportation disadvantaged; and

WHEREAS, the Coordinator believes it to be in the public interest to provide such transportation services through the Agency/Operator for the residents of the service area who are clients of the Agency/Operator; and

WHEREAS, the Agency/Operator will provide the Coordinator the opportunity to develop a proposal for any new transportation services needed; and

WHEREAS, the Agency/Operator, in an effort to coordinate available resources, will make available transportation services to the Coordinator.

WHEREAS, this Contract allows for the provisions of transportation services be provided by the Agency/Operator, in accordance with Chapter 427, F.S., Rule 41-2, F.A.C., and the most current Community Transportation Coordinator policies.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein, the parties agree as follows:

THE AGENCY/OPERATOR SHALL:

- A. Provide services and vehicles according to the conditions specified in Attachment I.
- B. Coordinate available resources and make available transportation services to the Coordinator. Such services shall be provided in accordance with Attachment I.

- C. Report monthly to the Coordinator as described in Attachment I, #9 and annually on or before August 1<sup>st</sup> of each new fiscal year a Year to Date Operating Report (from the Annual Operating Report) detailing demographic, operational and financial data regarding coordination activities in the designated service area. The report shall be prepared on forms provided by the Commission for the Transportation Disadvantaged, hereinafter referred to as Commission, and according to the instructions for the forms.
- D. Comply with audit and record keeping requirements by:
1. Utilizing the Commission recognized Chart of Accounts defined in the Transportation Accounting Consortium Model Uniform Accounting System for Rural and Specialized Transportation Providers (uniform accounting system) for all transportation disadvantaged accounting and reporting purposes. Agencies/Operators with existing and equivalent accounting systems are not required to adopt the Chart of Accounts in lieu of their existing Chart of Accounts but shall prepare all reports, invoices, and fiscal documents relating to the transportation disadvantaged functions and activities using the chart of accounts and accounting definitions as outlined in the above referenced manual.
  2. Maintaining and filing with the Coordinator such progress, fiscal, inventory and other reports as the Coordinator may require during the period of this contract.
  3. By reserving to the Coordinator, the right to conduct finance and compliance audits at any time. Such audits conducted by the Coordinator will be at the expense of the Coordinator.
- E. Retain all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for a period of five (5) years after termination of this Agreement. If an audit has been initiated and audit findings have not been resolved at the end of the five (5) years, the records shall be retained until resolution of the audit findings. The Agency/Operator shall assure that these records shall be subject to inspection, review, or audit at all reasonable times by persons duly authorized by the Coordinator or Commission or this Agreement. The Commission and the Coordinator shall have full access to and the right to examine any of the records and documents during the retention period.
- F. Comply with Safety Requirements by:
1. Complying with Section 341.061, F.S., and Rule 14-90, F.A.C., concerning System Safety or complying with Chapter 234.051, F.S., regarding school bus safety requirements for those services provided through a school board;
  2. Assuring compliance with local, state, and federal laws, and Commission policies relating to drug testing, and;
  3. Complying with Coordinator's System Safety Program Plan (SSPP) for designated service area.
- G. At all times during the existence of this Contract comply with Commission and Coordinator insurance requirements by maintaining at least minimum liability insurance coverage in the amount of \$1,000,000 for any one person and \$2,000,000 per occurrence; Business Automobile Liability at a limit of liability not less than \$1,000,000 each occurrence; Worker's Compensation Insurance minimum \$100,000 each accident, \$100,000 disease each employee and \$500,000 disease policy limit. Upon the execution of this Contract, the Agency/Operator shall add the

Coordinator as an additional named insured to all insurance policies covering vehicles transporting the transportation disadvantaged. In the event of any cancellation or changes in the limits of liability in the insurance policy, the insurance agent or broker shall notify the Coordinator. The Agency/Operator shall furnish the Coordinator written verification of the existence of such insurance coverage prior to the execution of this Contract. School board vehicle insurance coverage shall be in accordance with Section 234.03, F.S. and 234.211, F.S. Insurance coverage in excess of \$1 million per occurrence must be approved by the Coordinator and/or the local Coordinating Board before inclusion in this contract or in the justification of rates and fare structures, s. 41-2.006(1), FAC.

H. Safeguard information by not using or disclosing any information concerning a user of services under this Agreement for any purpose not in conformity with the local, state and federal regulations, including but not limited to 45 CFR, Part 205.50, except upon order of a court of competent jurisdiction, written consent of the recipient, or his/her responsible parent or guardian when authorized by law.

I. Protect Civil Rights by:

1. Complying with Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, as amended. The Agency/Operator gives this assurance in consideration of and for the purpose of obtaining federal grants, loans, contracts (except contracts of insurance or guaranty), property, discounts, or other federal financial assistance to programs or activities receiving or benefiting from federal financial assistance and agreeing to complete a Civil Rights Compliance Questionnaire if so required by the Coordinator. Agency/Operator shall also assure compliance with:

a. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d et seq., which prohibits discrimination on the basis of race, color, or national origin in programs and activities receiving or benefiting from federal financial assistance.

b. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of disability in programs and activities receiving or benefiting from federal financial assistance.

c. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 et seq., which prohibits discrimination on the basis of sex in education programs and activities receiving or benefiting from federal financial assistance.

d. The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 et seq., which prohibits discrimination on the basis of age in programs or activities receiving or benefiting from federal financial assistance.

e. The Omnibus Budget Reconciliation Act of 1981, P.L. 97-35, which prohibits discrimination on the basis of sex and religion in programs and activities receiving or benefiting from federal financial assistance.

f. All regulations, guidelines, and standards lawfully adopted under the above statutes.

g. The Americans with Disabilities Act of 1990, as it may be amended from time to time.

2. Agreeing that compliance with this assurance constitutes a condition of continued receipt of or benefit from federal financial assistance, and that it is binding upon the Agency/Operator, its successors, subcontractors, transferees, and assignees for the period during which such assistance is provided. Assuring that operators, subcontractors, sub grantees, or others with whom the Coordinator arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees in violation of the above statutes, regulations, guidelines, and standards. In the event of failure to comply, the Agency/Operator agrees that the Coordinator may, at its discretion, seek a court order requiring compliance with the terms of this assurance or seek other appropriate judicial or administrative relief, to include assistance being terminated and further assistance being denied.

J. Agency/Operator's obligation to indemnify, defend, and pay for the defense or at the Coordinator's option, to participate and associate with the Coordinator in the defense and trial of any claim and any related settlement negotiations, shall be triggered by the Coordinator's notice of claim for indemnification to the Agency/Operator. Agency/Operator's inability to evaluate liability or its evaluation of liability shall not excuse the Agency/Operator's duty to defend and indemnify within seven days after such notice by the Coordinator is given by registered mail. Only an adjudication or judgment after the highest appeal is exhausted specifically finding the Coordinator solely negligent shall excuse performance of this provision by the Agency/Operator. Agency/Operator shall pay all costs and fees related to this obligation and its enforcement by the Coordinator. The Coordinator's failure to notify Agency/Operator of a claim shall not release Agency/Operator of the above duty to defend.

K. Comply with all standards and performance requirements of the:

1. The Commission for the Transportation Disadvantaged (Attachment II);
2. The local Coordinating Board approved Transportation Disadvantaged Service Plan and;
3. Any entities that purchase service. Failure to meet the requirements or obligations set forth in this Contract, and performance requirements established and monitored by the Coordinating Board in the approved Transportation Disadvantaged Service Plan shall be due cause for non-payment of reimbursement invoices until such deficiencies have been addressed or corrected to the satisfaction of the Coordinator.

L. Provide Corrective Action. A corrective action notice is a written notice to the Agency/Operator that the Agency/Operator is in breach of certain provisions of this Contract and that correction is required. Any corrective action notice will specify a reasonable time for corrective action to be completed. The Agency/Operator agrees to implement the Corrective Action specified in the notice and provide written documentation to substantiate the implementation of the Corrective Action.

M. All contracts, subcontracts, coordination contracts will be reviewed annually by the Coordinator and local Coordinating Board for conformance with the requirements of this Contract.

- N. Return to the Coordinator any overpayments due to unearned funds or funds disallowed pursuant to the terms of this Contract that were disbursed to the Agency/Operator by the Coordinator. The Agency/Operator shall return any overpayment within thirty (30) calendar days after either discovery by the Agency/Operator, or notification of the Agency/Operator by the Coordinator or entity purchasing transportation, whichever is earlier. In the event that the Coordinator first discovers an overpayment has been made, the Coordinator will notify the Agency/Operator by letter of such a finding. Should repayment not be made in a timely manner, the Coordinator or purchasing entity will charge interest after thirty (30) calendar days after the date of notification or discovery, or the Coordinator will deduct said amount from future invoices.
- O. In performing this Contract, the Agency/Operator shall not discriminate against any employee or applicant for employment because of race, age, disability, creed, color, sex or national origin. Such action shall include, but not be limited to, the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Agency/Operator shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development of operation of the Contract, except contracts for the standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in subcontracts relating to the performance of this Contract, except subcontracts for standard commercial supplies or raw materials. The Agency/Operator shall post, in conspicuous places available to employees and applicants for employment for Project work, notices setting forth the provisions of the nondiscrimination clause.
- P. By execution of this Contract, the Agency/Operator represents that it has not paid and, also, agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder. Funds disbursed to the Agency/Operator under this Contract shall not be expended for the purpose of lobbying the Legislature, the judicial branch, or a state agency.

THE COORDINATOR SHALL:

- A. Recognize the Agency/Operator as described in Chapter 427, F.S., and Rule 41-2, F.A.C.
- B. Insure that entities with transportation disadvantaged funds will purchase transportation disadvantaged services through the coordinated system.
- C. At a minimum, annually monitor the Agency/Operator for insurance, safety and reporting requirements, pursuant to Chapter 427, F.S., and Rule 41-2, F.A.C. The information contained in the Annual Operating Report must be collected, at a minimum, quarterly from the Agency/Operator.

THE OPERATOR AND COORDINATOR FURTHER AGREE:

- A. Nothing in the Contract shall require the Coordinator to observe or enforce compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable state law. If any provision of the Contract is found by a court of law to violate any applicable state law, the purchasing entity will at once notify the Coordinator in writing in order that appropriate changes and modification may be made by the Coordinator and the Agency/Operator to the end that the Agency/Operator may proceed as soon as possible with the provision of transportation services.

- B. If any part or provision of this Contract is held invalid, the remainder of this Contract shall be binding on the parties hereto.
- C. Termination Conditions:
1. Termination at Will - This Contract may be terminated by either party upon no less than thirty (30) days notice, without cause. Said notice shall be delivered by certified mail, return receipt required, or in person with proof of delivery.
  2. Termination due to Lack of Designation - In the event that the Coordinator so designated by the local Coordinating Board and approved by the Commission, loses its designation, this contract is terminated immediately upon notification to the Agency/Operator. Notice shall be delivered by certified mail, return receipt requested, or in person, with proof of delivery. Notice shall be effective upon receipt.
  3. Termination due to Disapproval of Memorandum of Agreement - In the event that the Commission does not accept and approve any contracted transportation rates listed within the Memorandum of Agreement, this Contract is terminated immediately upon notification to the Agency/Operator. Notice shall be delivered by certified mail, return receipt requested, or in person, with proof of delivery. Notice shall be effective upon receipt.
  4. Termination due to Lack of Funds - In the event funds to finance this contract become unavailable, the Coordinator may terminate the contract with no less than twenty-four (24) hours written notice to the Agency/Operator. Notice shall be delivered by certified mail, return receipt requested, or in person, with proof of delivery. Notice shall be effective upon receipt. The Coordinator shall be the final authority as to the availability of funds.
  5. Termination for Breach - Unless the Agency/Operator's breach is waived by the Coordinator in writing, the Coordinator may, by written notice to the Agency/Operator, terminate this Contract upon no less than twenty-four (24) hours notice. Notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. Waiver by the Coordinator of breach of any provision of this Contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Contract, and shall not act as a waiver or estoppel to enforcement of any provision of this Contract. The provisions herein do not limit the Coordinator's right to remedies at law or to damages.
  6. Upon receipt of a notice of termination of this Contract for any reason, the Agency/Operator shall cease service and prepare all final reports and documents required by the terms of this Contract. A final invoice shall be sent to the Coordinator within thirty (30) days after the termination of this Contract.
- D. Renegotiations or Modifications of this Contract shall only be valid when they have been reduced to writing, duly approved by the Coordinator, and signed by both parties hereto.
- E. Agency/Operator shall assign no portion of this Contract without the prior written consent of the Coordinator.
- F. This Contract is the entire agreement between the parties.

G. Attachments I and II are an integral part of the Contract and are hereby incorporated by reference into this Contract.

H. Notice and Contact:

The name and address of the contract manager for the Coordinator for this Contract is:

David Levesque-Transit Manager  
229 East Anderson Avenue  
Bushnell, Florida 33513

The representative/position of the Agency/Operator responsible for administration of the program under this contract is:

Howard Wiener  
Senior Vice-president of Administrative Services  
Lifestream Behavioral Center Inc.  
P O box 491000  
Leesburg, Florida 34749-1000

In the event that different representatives are designated by either party after execution of this Contract, notice of the name and address of the new representative will be rendered in writing to the other party and said notification attached to originals of this Contract.

This contract and its attachments contain all the terms and conditions agreed upon by the parties hereto.

WITNESS WHEREOF, the parties hereto have caused these presents to be executed.

AGENCY/OPERATOR:

COMMUNITY TRANSPORTATION COORDINATOR  
Board of Sumter County Commissioners

Signature: \_\_\_\_\_  
Jonathan M. Cherry

Signature: \_\_\_\_\_  
Don Burgess

Title: \_\_\_\_\_  
President/CEO

Title: \_\_\_\_\_  
Chairman

Attest: Gloria Hayward  
Clerk of court

\_\_\_\_\_  
Deputy Clerk

ATTACHMENT I  
AGENCY/OPERATOR CONTRACT

SERVICE DESCRIPTION

1. The Agency/Operator will be able to provide:

Ambulatory transportation for their participants.

2. The Agency/Operator will be available to provide transportation:

Regular transportation will be provided Monday through Friday 8 AM through 5 PM. Other transportation will be provided as needed.

Days Agency/Operator will not be able to provide services:

None

3. Vehicles Agency/Operator will use to transport all passengers:

2006 Ford E450      25 Passenger      VIN# 1FDXE45506HB20372

4. Vehicle/Equipment Standards:

Vehicles are required to have functioning air conditioning/heating, first aid kits, fire extinguishers, two way radios.

5. Driver Requirements:

Drivers are required to receive an initial physical examination and one at least once every two years thereafter. Physical examinations will be performed according to instructions, and recorded by the physician on DOT Form Number 725-030-11 "Medical Examination Report for Bus Transit System Driver".

6. Training:

Each driver must have a record of each type of vehicle and each type of equipment he/she is qualified to operate.

Before driving vehicles and within 30 days of employment as a bus driver, back-up driver, or volunteer driver, the new driver will have: received driver orientation, received and read the SSPP, accompanied an experienced driver on the designated route, driven the route with an experienced driver, and received training on special equipment.

7. Agency/Operator fare structure:

The Agency/Operator may invoice the Coordinator at the below listed rates up to a maximum of \$25,000 during the contract period. **All** trips performed by Agency/Operator must still be reported on the **monthly** Transportation Report.

8. Billing/Invoicing and Reimbursement procedure for Agency/Operator:

The Agency/Operator will perform regular required verification to ensure the customer is eligible for Medicaid compensable transportation service.

The Agency/Operator will **weekly** provide a completed manifest of **all** the previous day's trips to include passenger name and beginning and ending mileage for each passenger.

The Coordinator will use the information from the manifests and will electronically submit the information to the Commission for Transportation Disadvantaged, who is now responsible for the Medicaid Non-Emergency Transportation funding for the Agency/Operator.

The Agency/Operator will be paid on a per trip basis at \$10.50 plus \$1.18 per mile up to a maximum amount of \$1,000 monthly from the Coordinator after all required information and reporting to the Coordinator has been received.

The Coordinator will not impose an administration fee for this service at this time.

No other agencies will be billed. Only Medicaid compensable trips are eligible for payment. Under no circumstances will Sumter County be responsible for any expenses associated with other passenger transportation.

9. Reporting Requirements: The Operator agrees to report, by the fifth workday of each month, the following information to the Coordinator:

1. number of one way passenger trips;
2. trips by passenger types; (elderly, child, etc.)
3. trips by trip purposes; (medical, other, etc.)
4. unduplicated passenger head count;
5. unmet trip request;
6. passenger no-shows;
7. number of road calls;
8. total vehicle miles;
9. number of accidents;
10. number of vehicles.

## ATTACHMENT II

### The Commission for the Transportation Disadvantaged Standards and Performance Requirements

Pursuant to Rule 41-2.006, Florida Administrative Code, the Community Transportation Coordinator and any Transportation Operator/Agency from whom service is purchased or arranged by the Community Transportation Coordinator shall adhere to Commission approved standards. These standards shall include:

- (a) Drug and alcohol testing for safety sensitive job positions within the coordinated system regarding pre-employment, randomization, post-accident, and reasonable suspicion as required by the Federal Highway Administration and the Federal Transit Administration;
- (b) An escort of a passenger and dependent children are to be transported as locally negotiated and identified in the local Transportation Disadvantaged Service Plan;
- (c) Child restraint devices shall be determined locally as to their use, responsibility, and cost of such device in the local Transportation Disadvantaged Service Plan;
- (d) Passenger property that can be carried by the passenger and/or driver in one trip and can be safely be stowed on the vehicle, shall be allowed to be transported with the passenger at no additional charge. Additional requirements may be negotiated for carrying and loading rider property beyond this amount. Passenger property does not include wheelchairs, child seats, stretchers, secured oxygen, personal assistive devices, or intravenous devices;
- (e) Vehicle transfer points shall provide shelter, security, and safety of passengers;
- (f) A local toll free phone number for complaints or grievances shall be posted inside the vehicle (Coordinator). The local complaint process shall be outlined as a section in the local Transportation Disadvantaged Service Plan including, advising the dissatisfied person about the Commission's Ombudsman Program as a step within the process as approved by the local Coordinating Board;
- (g) Out of service area trips shall be provided when determined locally and approved by the local Coordinating Board, except in instances where local ordinances prohibit such trips;
- (h) Interior of all vehicles shall be free from dirt, grime, oil, trash, torn upholstery, damaged or broken seats, protruding metal or other objects or materials which could soil items placed in the vehicle or provide discomfort for the passenger;
- (i) Billing requirements of the Community Transportation Coordinator to subcontractors shall be determined locally by the local Coordinating Board and provided in the local Transportation Disadvantaged Service Plan. All bills shall be paid within 7 calendar days to subcontractors, after receipt of said payment by the Community Transportation Coordinator, except in instances where the Community Transportation Coordinator is a non-governmental entity;
- (j) Passenger/trip data base must be maintained or accessible by the Community Transportation Coordinator on each rider being transported within the system;
- (k) Adequate seating for paratransit services shall be provided to each rider and escort, child, or

personal care attendant, and no more passengers than the registered passenger seating capacity shall be scheduled or transported in a vehicle at any time. For transit services provided by transit vehicles, adequate seating or standing space will be provided to each rider and escort, child, or personal care attendant, and no more passengers than the registered passenger seating or standing capacity shall be scheduled or transported in a vehicle at any time;

- (l) Drivers for paratransit services, including coordination contractors, shall be required to announce and identify themselves by name and company in a manner that is conducive to communications with the specific passenger, upon pickup of each rider, group of riders, or representative, guardian, or associate of the rider, except in situations where the driver regularly transports the rider on a recurring basis. Each driver must have photo identification that is in view of the passenger. Name patches, inscriptions or badges that affix to driver clothing are acceptable;
- (m) The paratransit driver shall provide the passenger with boarding assistance, if necessary or requested, to the seating portion of the vehicle. The boarding assistance shall include opening the vehicle door, fastening the seat belt or utilization of wheel chair securement devices, storage of mobility assistive devices, and closing the vehicle door. In certain paratransit service categories, the driver may also be required to open and close doors to buildings, except in situations in which assistance in opening/closing building doors would not be safe for passengers remaining on the vehicle. Assisted access must be in a dignified manner. Drivers may not assist wheelchair up or down more than one step, unless it can be performed safely as determined by the passenger, guardian, and driver;
- (n) All vehicles ordered or put into service after adoption of this section of the Rule, and providing service within the coordinated system, shall be equipped with two-way communications in good working order and be audible to the driver at all times to the base. All vehicles that are not equipped with two-way communications shall have two years to be in compliance after the adoption date of this section of the Rule;
- (o) All vehicles ordered or put into service after the adoption of this section of the Rule, and providing service within the coordinated system, shall have working air conditioners and heaters in each vehicle. Vehicles that do not have a working air conditioner or heater will be scheduled for repair or replacement as soon as possible. All vehicles that are not equipped with an air conditioner and/or heater shall have two years to be in compliance after the adoption date of this section of the Rule;
- (r) First Aid shall be determined locally and provided in the local Transportation Disadvantaged Service Plan; and
- (s) Cardiopulmonary Resuscitation shall be determined locally and provided in the local Transportation Disadvantaged Service Plan.