

AGREEMENT FOR PROVISION OF TRANSPORTATION

LUZERNE COUNTY TRANSPORTATION AUTHORITY  
2009 WYOMING AVENUE  
FORTY FORT PENNSYLVANIA 18704

and

B & D BUS CO.

This Agreement made this 1st day of June, 2014 by and between the Luzerne County Transportation Authority, hereinafter known as "LCTA" and B & D Bus Co. hereinafter known as the "Agency."

**EFFECTIVE DATE AND TERMS**

This agreement will be effective from June 1, 2014 to August 31, 2014 unless terminated by either party thereto following thirty (30) days advance notification.

**PURPOSE**

This is an agreement for point-to-point transportation to be provided by agency as requested by LCTA for clients of LCTA in Luzerne and Wyoming Counties.

**REIMBURSEMENT**

For approved trips provided, "B & D Bus Co." will charge transportation \$45.00 per hour/per vehicle with a minimum of one hour each time a vehicle leaves the garage. Any time after that will be calculated in half hour segments.

**INVOICES**

LCTA shall be under no obligation to pay any invoices submitted after the Invoice Deadline. No prior period adjustments will be allowed. In addition, if LCTA does not receive Agency invoices for the immediately preceding month by the fifteenth (15<sup>th</sup>) day of the following month, LCTA may reduce payment to Agency by ten percent (10%). If LCTA does not receive Agency invoices for the immediately preceding month by the twentieth (20<sup>th</sup>) day of the following month, LCTA may reduce payment to Agency by twenty percent (20%).

## **PICK-UPS**

All clients must be picked-up within a 15-minute window—that is 15 minutes before or after their scheduled pick-up time. If an Agency driver needs to pick-up a client earlier or later than 15 minutes of scheduled time, it is acceptable to call the client and see if they are ready to be picked-up. If the client approves of the early pick-up, then the Agency driver can transport them, if the client is not ready then the driver must adhere to the scheduled time.

## **NO-SHOWS**

A no-show is defined as a passenger/client who does not appear for a scheduled trip. Upon notice by agency the LCTA will follow the policy on “No Shows” and will suspend the passenger/client for a period of thirty days.

## **CANCELLATIONS**

If a passenger/ client cancel’s a trip while an Agency driver is half-way or more to the passenger/client’s residence, then Agency can bill the LCTA for one trip.

## **ANTI-RETALIATION POLICY**

Agency may not intimidate, threaten, coerce, discriminate against, or take other retaliatory action against any individual who files a complaint or an appeal, including individuals, members of the workforce, or business associates. Retaliatory actions cannot be taken against individuals for testifying, assisting, or participating on an investigation, compliance review, proceeding, or hearing. Any incident of allegation of an incident of retaliatory actions must be documented on the MATP Incident Report form and forwarded to the Program Manager of the Commonwealth of Pennsylvania’s Medical Assistance Transportation Program within twenty-four hours for investigation.

## **DRIVER CLEARANCES & TRAINING**

Agency must obtain child abuse and criminal history clearances of all their drivers and obtain proof of clearances from agency drivers at the time of hire, including volunteers. Agency must also obtain clearances in accordance with Older Adult Protective Services Act (35 PS §§ 10225.101-.5102) for drivers transporting adults. LCTA retains the right, exercisable in its sole and absolute discretion, to prohibit the performing of services by any driver whom LCTA deems unsuitable to perform such services based on a conviction of an offense.

All Agency drivers must have valid drivers’ licenses. Agency must train its drivers on an on-going basis with respect to defense driving, passenger assistance/wheelchair securement and client sensitivity.

Only drivers who have proper clearances (Child Abuse, Criminal Background and Valid Driver's License) up to date within a year from September 12, 2013 to present will be eligible to transport LCTA passenger/clients.

### **RECORDKEEPING**

Agency shall maintain books, records, documents, and other evidence pertaining to costs and expenses that properly reflect all costs of labor, materials, equipment, supplies and services, and other costs and expenses of any nature. Books, records, documents, and other evidence shall be maintained according to Generally Accepted Accounting Principles. Fiscal and consumer records shall be preserved and made available to LCTA or its funding sources for a period of four years from the close of the fiscal year.

### **ON-SITE VISITS**

LCTA reserves the right to perform on-site visits to ensure that Agency's record-keeping and vehicles are in accordance with LCTA and MATP standards. Agency is also subject, at all reasonable times, to review and audit by LCTA, the DPW, Auditor General, federal auditors, and/or persons authorized by the DPW to determine compliance with applicable statutes, regulations, and policies.

### **NON-DISCRIMINATION**

Agency must comply with Title VI of the Civil Rights Act of 1964, 42 U.S.C. Section 2000d. This includes taking action as required to assure that all persons with Limited English Proficiency (LEP) have meaningful access to programs and benefits. Agency shall not discriminate against any employee, client, or other persons on account of race, color, sex, religious creed, ancestry, national origin, age or handicap.

### **INCIDENTS INVOLVING A CHILD**

In all incidents involving a child, Agency must notify LCTA of the incident as soon as possible but in no event later than within twelve (12) hours of the incident. A written report may be requested and shall be provided utilizing the MATP Incident Report Form.

### **CONFIDENTIALITY**

Agency shall comply with Section 404 of the Public Welfare Code (62 P.S. §404) regarding the disclosure of information that might identify applicants and consumers. Agency's drivers will be required to sign LCTA's non-disclosure agreement to ensure client confidentiality.

## **FIXED ASSETS**

Title to fixed assets acquired with allocation funds shall remain with LCTA during the term of a grant, including property purchased by LCTA for its own use and property purchased by or for Agency.

## **COMPLIANCE WITH LAWS**

Agency and its drivers shall comply with all applicable laws, ordinances and governmental regulations.

## **INSURANCE AND INDEMNIFICATION**

Agency shall maintain the types and amounts of insurance coverage as are from time to time reasonably required by LCTA. Agency shall defend, indemnify and hold harmless LCTA from and against any claims, demands, costs and liabilities relative to any damage or injury that occurs during or in connection with Agency's services. The obligations of Agency and the rights of LCTA hereunder shall survive the expiration or termination of the Agreement.

## **MATP WEB SITE**

Agency agrees to comply with all applicable instructions and requirements of DPW's Office of Medical Assistance Programs. Agency can refer to the MATP Web site at [www.dpw.state.pa.us/lowinc/matp](http://www.dpw.state.pa.us/lowinc/matp) and clicking on instructions and requirements for more information.

## **SCHEDULING**

LCTA will reasonably cooperate with Agency in providing scheduling information as far in advance as practicable. Agency will make every effort to schedule and perform the transportation at the requested time. Agency can only perform trips requested by LCTA.

## **RESPONSIBILITIES OF AGENCY**

Agency shall be liable to LCTA for failure to exercise, in a timely and/or proper manner, its responsibilities under this Agreement and that such failure shall be sufficient cause for immediate suspension or termination by LCTA, either in whole or in part, of this Agreement and/or the services hereunder. Either party may terminate this Agreement upon thirty (30) days prior written notice. Agency must provide information to LCTA as required by the MATP program regarding ownership and certain business transactions.

**MERGER**

This Agreement contains all the items and conditions agreed to by the parties. Any alterations, variations, modifications or waivers of provision of this Agreement shall only be valid when they have been reduced to writing, duly signed and attached to the original of this agreement.

**INDEPENDENCE OF PARTIES**

LCTA shall perform its duties hereunder as an independent entity, and nothing herein shall be construed to create a relationship of employer/employee, principal/agent or any joint venture between Agency and LCTA

**WARRANT OF AUTHORITY.**

The parties hereto warrant and represent that each entity has undertaken all steps necessary to enter this Agreement and the signatories have been and are duly authorized to execute this Agreement and effectuate its terms on behalf of the respective contract parties.

**NO CONFLICT OF INTEREST**

No member, official or employee of AUTHORITY during his or her tenure or for one year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

**NO MEMBERS OF CONGRESS**

No member of, or delegate to the Congress of the United States shall be admitted to any share of part of this Agreement or to any benefit arising therefrom.

**NOTICES**

All Notices and other communications provided for hereunder shall be in writing and hand-delivered, sent by United States Certified or registered mail, return receipt requested, or by nationally recognized overnight courier service, addressed as follows:

**TO AUTHORITY:**

Luzerne County Transportation Authority  
Attention: Mr. Stanley Strelish, Executive Director  
2009 Wyoming Avenue  
Forty Fort, Pennsylvania 18704

**TO AGENCY:** B & D Bus Co.  
Attention: Bill Gerhard  
1436 Wetzel Run Drive  
Weatherly, Pa 18255

**GOVERNING LAW:**

This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania as they may from time to time be in effect, without giving effect to its conflicts of law provisions. Any suit or proceeding arising out of, relating to or mentioning this Agreement shall be commenced only in the Court of Common Pleas of Luzerne County, Pennsylvania, and each party to this Agreement hereby consents to the jurisdiction and venue of such court.

**INDEMNIFICATION**

Agency shall indemnify, save harmless, and defend LCTA and all of its officers, employees, agents and other representatives, from and against any and all claims, loss or damage, charge or expense, including all costs of suits and reasonable attorney's fees, to which it or any of them may be put or subjected by reason of any damage, loss, or injury to persons, including accidental death, or property damage caused by or resulting from the actions or inaction of Agency, and of its employees, agents to other representative in the performance of this Agreement.

**TERMINATION OR SUSPENSION**

Termination for Convenience. LCTA may terminate this Agreement, in whole or in part, for its convenience at any time by giving at least 10 days' written notice to Agency of such termination and specifying the effective date thereof.

Payment Upon Termination for Convenience. LCTA may terminate this agreement in whole or in part anytime by written notice to the Agency. The agency shall be paid all work completed and its additional costs incurred, including closeout costs and profit. For purposes of the proceeding sentence profit shall be applied to all work actually performed and all costs incurred in accordance with this Agreement through the date of termination. The Agency shall promptly submit its termination claim to be paid the Contractor in the form of an invoice and sufficient supporting documentation to the extent allowable pursuant to 48 C.R.F., Part 31. If the Agency has any property in its possession belonging to and paid for by LCTA, the Agency will account for the same, and dispose of it in the manner LCTA directs.

Termination of LCTA for Default. LCTA may terminate this Agreement, in whole or in part, because of (i) the failure of Agency to fulfill or properly perform its obligations under this Agreement, (ii) the filing by Agency of a voluntary Petition in bankruptcy, (iii)

the filing against Agency of an involuntary petition in bankruptcy which is not dismissed in thirty (30) days of filing thereof, (iv) the Agency becomes insolvent or makes a transfer in fraud or creditors, or (v) the judicial appointment of a receiver for substantially all of Agency's assets. LCTA shall determine by delivering to Agency a notice of termination specifying the nature, extent, and effective date of termination. In the event LCTA terminated this Agreement as a result of a default by Agency and it is subsequently determined that Agency was not in default, the Agreement shall be deemed treated as though terminated for LCTA.

Payment Upon Termination for Default. If this agreement is terminated for default, as provided herein, Agency shall promptly submit its termination claim to LCTA and LCTA shall determine, in its sole discretion, the Agency's compensation, if any, to be Agency in proportion of the value, if any, of work performed up to time of termination.

The parties hereto intending to be legally bound have hereunto set their hands and seal.

LUZERNE COUNTY  
TRANSPORTATION AUTHORITY

\_\_\_\_\_  
Attest

\_\_\_\_\_  
Chairperson

Date: \_\_\_\_\_ 2014

AGENCY REPRESENTATIVE  
B & D BUS CO.

\_\_\_\_\_  
Attest

\_\_\_\_\_ 2014  
Chairperson

Date: \_\_\_\_\_ 2014