

## TRANSPORTATION SERVICES

### I. PARTIES OF THE AGREEMENT

This agreement is entered into by \_\_\_\_\_ (hereinafter referred to as the “Provider”) and N.C. Department of Health and Human Services, Division of Services for the Blind (hereinafter referred to as the “Agency”) to provide transportation for client(s);

### II. EFFECTIVE PERIOD

This agreement shall be effective on XXXXXXXX, and shall terminate on XXXXXXXX, with the option to extend, if mutually agreed upon, through a written amendment as provided in VI;

### III. DESCRIPTION OF SERVICES TO BE PROVIDED (modify as needed)

The Provider will provide transportation services for Agency as described in “Transportation Description of Services”, Attachment A;

### IV. CHARGES FOR SERVICES (modify as needed)

Transportation “charges” to transport client(s) for Agency will be provided per “Provider Service and Billing Schedule”, Attachment B; The total reimbursement for this Contract shall not exceed \$ XXX without a written amendment per VI below.

### V. INVOICING AND PAYMENT POLICIES (modify as needed)

Payment under this Agreement shall be made as follows:

1. The Provider will invoice the Agency by the 10<sup>th</sup> of the month for services provided the preceding month. Payment in full is expected within **30 days** of date of invoice;
2. A late charge computed at a rate of 1.5% of the outstanding balance will be charged if not paid within thirty (30) days from invoice;
3. The Provider will submit invoice to Agency listing the following: passenger name, date and the price per trip per Attachment B;

### VI. AMENDMENT

This Agreement may be amended at any time by the provider or the Agency in the event that such amendment is necessary. All amendments must be in writing and signed by both parties;

### VII. TERMINATION

Either party may terminate this Agreement, in whole or in part, by providing not less than a 30 day written notice of intent to terminate and reason why;

### VIII. RESPONSIBILITIES (example modify as needed)

#### A. The Agency agrees to be responsible for the following:

1. Provide the necessary requests to the Provider, timely, in order for them provide the services outlined in this Agreement and Attachment A at the cost per Attachment B. Requests at a minimum, should

include name, address, and phone number, directions to the pick up point and destination, and any client's special needs;

2. Educating and informing the Agency clients of accessing the service and of route or service changes and standards of conduct for passengers;
3. (add as needed)

**B. The Provider will be responsible for the following:**

- A. Provide motor vehicles that meet all North Carolina Division of Motor Vehicles safety inspection requirements;
- B. Ensure all drivers hold a valid North Carolina driver's license; are at least 21 years of age; Have no conviction of driving while impaired; Have no suspension or revocation of driver's license within the past 5 years;
- C. Conduct a criminal background check on all drivers;
- D. Ensure all drivers are able-bodied and free of physical/mental handicaps which would hamper the safe operation of a motor vehicle;
- E. Assume total responsibility for the safety and health of the client(s) during the time the client(s) are transported;
- F. Provide transportation as requested for all client(s) regardless of race, color, national origin, gender, age, religion or disability;
- G. Comply with Federal and State Drug and Alcohol Free Workplace Standards;

**IX. SUBCONTRACTING**

The Provider shall not subcontract any of the work contemplated under this agreement without prior written approval from the Division. Any approved subcontract shall be subject to all conditions of this contract. The Provider shall be responsible for the performance of all of its subcontractors;

**X. ASSIGNMENT.**

The Agency cannot assign its rights or obligations under this Agreement in whole or in part without the prior written consent of the Provider;

**XI. INSURANCE**

- A. Comprehensive General Liability: Such Bodily Injury and Property Damage Liability Insurance as shall protect the Provider from claims of Bodily Injury or Property Damage which may arise from services under this agreement. The amounts of such insurance shall not be less than \$2,000,000 each occurrence Bodily Injury Liability, and \$100,000 Property Damage Liability each occurrence/aggregate;
- B. Automobile Liability: Automobile Bodily Injury and Property Damage Liability covering all owned, non-owned, and hired automobile limits of not less than \$2,000,000 each accident;
- C. Worker Compensation and Occupational Disease Insurance: Meet North Carolina statutory requirements and Liability Insurance for an amount of not less than \$2,000,000.

**XII. LIABILITIES**

Each party hereto agrees to be responsible for its own liabilities arising out of this Agreement, including fiscal responsibilities for deviations from the terms of this Agreement. The Provider is an independent contractor for the Agency and the Provider is therefore responsible for the administration and supervision of its offices, employees, agents, or contractors. The Provider agrees to indemnify and hold harmless the Agency, officers, or employees thereafter from any liabilities, obligations, claims, damages (including, but not limited to any civil or criminal penalties) and the repayment of any funds originally provided by the Agency to the Provider which an audit of the Provider might disclose are due to be repaid to the State or Federal government or to the agencies of either, litigation costs and expenses (including attorney fees and expenses imposed upon) incurred by or asserted against the Agency, officers, and employees thereof for any reason whatsoever pertaining to this agreement. In the event there are lawsuits against the Provider, it will be the responsibility of the Provider to secure counsel to defend itself.

**XIII. POINT OF CONTACT:**

The day to day dealings between Provider and the Agency shall be as set forth below. Unless otherwise herein specified, all written notices, amendments and official correspondence concerning this Agreement shall be made between AGENCY and the PROVIDER at the following addresses:

**For the PROVIDER:**

XXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXX
Telephone: XXXXXXXXXXXXXXXXXXXX Fax: XXXXXXXXXXXXXXXXXXXX Email: XXXXXXXXXXXXXXXXXXXX

**For the AGENCY:**

XXXXXXXXXXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXXXXXXXXXX
Telephone: XXXXXXXXXXXX Fax: XXXXXXXXXXXXXXXXXXXX Email: XXXXXXXXXXXXXXXXXXXXXXXX

**XV. CONDITIONAL WAIVER**

Any liability on the part of the provider to adequately or properly perform this contract based on any of the following events or occurrences is hereby waived by the Agency:

1. Adverse weather conditions that would create hazardous driving conditions;
2. Unforeseen vehicle shortage;
3. Shortages of fuels or lubricants beyond the control of the provider;
4. War, riot, revolution, terrorism, act of God or other unforeseen circumstances whether of the class of causes herein before enumerated or not.

**XVI. APPLICABLE LAW**

This Agreement shall be deemed to have been executed and performed in the State of North Carolina, and all questions of interpretation shall be constructed by the laws of such state.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by duly authorized representatives the day and year first above written; to remain in full force for period ending \_\_\_\_\_.

**ATTEST:** \_\_\_\_\_ **AGENCY:** **Division of Services for the Blind**

**Signature** \_\_\_\_\_ **Signature** \_\_\_\_\_

**TITLE:** \_\_\_\_\_ **TITLE:** \_\_\_\_\_

**Date** \_\_\_\_\_ **Date** \_\_\_\_\_

**ATTEST: Provider name:** \_\_\_\_\_.

**Signature** \_\_\_\_\_

**Signature** \_\_\_\_\_

**Print Name** \_\_\_\_\_

**Print Name** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Title** \_\_\_\_\_

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

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

## ATTACHMENT A

### TRANSPORTATION DESCRIPTION OF SERVICES

#### SERVICE DESCRIPTION ((EXAMPLE) **modify as needed**)

- A. Scheduled Transportation will be provided to Agency client(s) Monday - Friday from 6:30 a.m. to 5:30 p.m. Any transportation services outside this schedule must be pre-approved by both parties before services are scheduled and performed.
- B. Provider office hours are from 6:00 a.m. to 6:00 p.m.
- C. Agency making new client requests for service no less than 24 business hours in advance or special trip reservations no less than 48 business hours in advance;
- D. The Provider observes the following holidays and will not provide transportation services on these days:
  - Independence Day -
  - Labor Day -
  - Thanksgiving
  - Christmas -
  - New Year's Day
  - Good Friday
  - Memorial Day
- E. The Provider shall be notified no less than 24 business hours in advance of any changes to scheduled routes and reservations for demand-response trips. The Provider will invoice the Agency for all no-shows during the invoice period at the full rate for requested services. A no-show is defined as that service which was requested for and by an authorized individual but the passenger was not present to be transported and the request had not been canceled. Cancellations will be accepted by Provider from the Agency or the passenger.
- F. Services being provided to Agency clients will be only for the approved clients of AGENCY. AGENCY will provide in writing to Provider all approved clients, or will notify in writing to Provider of approval on an individual basis.
- G. No official or employee of the Provider shall accept any gift, whether in the form of a service, loan, thing, gratuities in the form of money, or promise, from any person or agency.
- H. The Provider does not supply attendants, but will allow a passenger one attendant, if requested, and supplied by the Agency. The Agency will be invoiced for any additional mileage incurred to pick up an attendant.
- I. The Provider will work closely with Agency personnel to resolve problems such as abusive and disruptive behavior by the client(s). If it's determined that a problem cannot be resolved and might present an immediate and/or safety hazard to other passengers, the Provider will notify the Agency of the intent to discontinue services for that client(s).

J. Any and all information regarding persons served by the Provider is strictly confidential as regulated by state and federal statutes. Confidential information shall not be released in any form without the specific written authorization of the individual and/or as the case may be, the Agency sponsoring the individual's transportation.

K. In keeping with the Provider policy, drivers are not allowed to enter the residence of any agency client or provide chore services unless there is an emergency.

L. (Add as needed)

ATTACHMENT B

**PROVIDER BILLING SCHEDULE (EXAMPLE) MODIFY AS NEEDED**

1. Transportation Services will be rendered at a rate of \$X.XX per shared service mile, \$X.XX charge per trip for specialized transportation (passengers requiring a lift van), \$X.XX per mile surcharge for every \$X.XX above \$X.XX per gallon of gas and \$X.XX per mile reduction for every \$X.XX below \$X.XX per gallon of gas.
2. Set fixed rate per route.