

FARE REIMBURSEMENT AGREEMENT

BETWEEN

MASS TRANSPORTATION AUTHORITY (“MTA”)

1401 S. Dort Highway
Flint, MI 48503

COUNTY of GENSEE, a MICHIGAN MUNICIPAL CORPORATION

Contract Administrator: Derrick Britton

324 S. Saginaw Street
Flint, Michigan 48502

THIS AGREEMENT, as set forth herein between MTA and the County of Genesee, a Michigan Municipal Corporation, represents a mutual understanding and agreement whereby MTA agrees to use best efforts to provide certain services within Genesee County, as set forth below.

A. PURPOSE:

The County of Genesee, a Michigan Municipal Corporation, agrees to partner with the MTA to utilize the MTA’s Rides to Wellness/Same Day Service Transportation program for its eligible Genesee County Veterans and dependents. This transportation service will be provided to veterans utilizing medical services who have no other means of transportation and who have a demonstrated need for personalized transportation assistance. This service is intended to serve Genesee County veterans, with limited service to surrounding counties, and represents a service level in excess of what MTA currently provides.

B. RESPONSIBILITIES OF THE MTA:

1. Between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, MTA agrees to use best efforts to provide transportation and personal assistance to veterans who need transportation and an additional level of support. Service will be provided in accordance with MTA’s established policies and procedures and includes assistance to and from the vehicle and to and from the entrance of the facility. MTA drivers will provide assistance to veterans while: (1) boarding and exiting the vehicle, (2) entering or exiting their homes, and (3) accessing any related destinations authorized by the County of Genesee, a Michigan Municipal Corporation.
2. MTA drivers will be provided specific training to properly assist County of Genesee veterans in accessing this service and all authorized related destinations.

3. MTA retains the right to deny service to any passenger that could potentially endanger the health and well-being of the driver.
4. MTA will generally utilize passenger vehicles for this Service; however, “lift” vehicles may be utilized on occasion, as needed.
5. MTA will develop quality control measures and will incorporate this Service program into its current system for addressing customer service-related concerns, comments, and complaints.
6. The MTA recognizes that efficient scheduling of Same Day Service is essential for its long-term viability. In order to ensure consistent, efficient application of services, ***Same Day Service trips must be scheduled by a designated Mass Transportation Rides to Wellness representative at least 30 minutes in advance of the requested pick-up time.*** Additional “connected” trips can be added, for an additional fee, if the veteran needs to stop at a pharmacy or other destination authorized by the County of Genesee, a Michigan Municipal Corporation.
7. MTA will use all reasonable measures to provide pick-up times that are within 45 minutes of the time the ride is requested for same-day, on-demand pick-ups. If the ride is requested for a future time (pre-scheduled), MTA commits to picking up the passenger within a 30-minute window of the pick-up time indicated when the ride is scheduled.
8. MTA will track each trip provided and will invoice the County of Genesee, a Michigan Municipal Corporation on a monthly basis at the rates designated in the attached fee schedule. (See Attached Fee Schedule)
9. Upon prior approval by the designated County of Genesee, a Michigan Municipal Corporation representative, MTA will transport a veteran to or from surrounding counties. The rate for trips outside of Genesee County is \$25/per one-way trip. These trips may be performed in partnership with the transit agencies in each respective county.
10. MTA agrees to release and hold harmless County of Genesee, a Michigan Municipal Corporation, its employees and agents, from all claims, loss, liability or expense (including attorney’s fees) arising from bodily injury, property damage or death to any person or persons resulting directly or indirectly for the provision of transportation services under this Agreement.

C. SUSPENSION OF WORK

1.1 Necessary Actions Before Suspension If immediate suspension of the Services would cause harm, injury, or damage to persons or property,

the Contractor must immediately notify the Contract Administrator of the nature of such harm, injury, or damage and obtain written authorization from the Contract Administrator to take necessary action to prevent or minimize such harm, injury, or damage. Actions authorized by the Contract Administrator pursuant to this paragraph are compensable.

1.2 Agreement to Suspend Performance

Upon receipt of a written Order from the Contract Administrator specifying the date and time the suspension is effective, and whether trips in progress or trips booked but not yet in progress are to be completed, the Contractor agrees to immediately suspend performance of the Services. The Contractor shall not be entitled to compensation for any Services performed during any period in which the Contract Administrator has directed that the Services be suspended.

D. NONDISCRIMINATION

Each Party covenants that it will not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex (including but not limited to sexual identity, gender, gender identity, and/or gender expression), height, weight, marital status, or a disability unrelated to the individual's ability to perform the duties of a particular job or position.

Each Party also agrees to require the same nondiscrimination assurances from any subcontractor used to carry out the services under this Agreement.

Further, each Party agrees not to discriminate against businesses owned by women, minorities, or persons with disabilities in providing services under this Agreement and shall require the same assurances from subcontractors. A breach of this covenant shall be considered a material breach of this contract.

E. MTA NO-SHOW POLICY/PROCEDURE

The MTA No-Show Policy is intended to encourage riders to call in advance and cancel unneeded trip reservations. Passengers who continually fail to cancel or take scheduled rides are reserving capacity

that could otherwise be available to another passenger. Passengers who have three (3) or more No-Shows, or a combination of six (6) No-Shows or Late Cancels within a 30-day period, may be suspended from service for 30 days. After each No-Show, the individual will be notified in writing. After the third No-Show, the passenger will be notified in writing of their suspension from service. The passenger will also be notified after the 4th and 5th Late Cancels. After six (6) No-Shows and/or Late Cancels, the passenger will be notified in writing of their suspension from service. If a client is a No-Show on both legs of a round trip, only one \$20 charge will apply for the two no-shows per round trip.

F. RESPONSIBILITIES OF

THE COUNTY OF GENESEE, a MICHIGAN MUNICIPAL CORPORATION

a. Genesee County Veterans will contact the Same Day Service call center to request all transportation services.

b. County of Genesee, a Michigan Municipal Corporation, agrees to promptly pay the established fare for all services received from MTA within thirty (30) days of receipt. If payment is not timely received in full, MTA may deny transportation services under this Agreement and reserves the right to exercise all rights and remedies available to it at law or otherwise.

c. County of Genesee, a Michigan Municipal Corporation, agrees to release and hold harmless the MTA, its employees, and agents from all claims, loss, liability, or expense (including attorney's fees) arising from bodily injury, property damage, or death resulting directly or indirectly from the provision of transportation services under this Agreement.

G. TERM:

This Agreement shall remain in effect for a period of one (1) year from the date signed by the parties and can be extended thereafter by the mutual agreement of the parties. Termination of this Agreement requires thirty (30) days' advance written notice by either party, served to the address indicated above.

H. ENTIRE AGREEMENT:

This Agreement contains the entire agreement among the parties, supersedes all previous understandings, and may only be amended in writing and signed by the parties.

SIGNATURES

MASS TRANSPORTATION AUTHORITY

Signed by: _____
Edgar H. Benning, General Manager

Date: _____

County of Genesee, a Michigan Municipal Corporation

Signed by: _____

Date: _____

FEE SCHEDULE to *County of Genesee, a Michigan Municipal Corporation*

for
MTA Flint's Rides to Wellness Service

One-way trip (within Genesee County)	\$20.00
Connected trip (within Genesee County) *Connected trip is one additional stop in the course of a regular one-way trip. Ex: Patient stops at pharmacy on way home from hospital.	\$10.00 per connection
One-way trip to or from Lapeer, Shiawassee, Oakland, Saginaw, Livingston, or Tuscola Counties (all counties immediately surrounding Genesee)	\$25.00
Flat rate for any trips occurring outside of counties listed above (up to four hours) i.e. Detroit, Macomb County, Ann Arbor.	\$60.00 flat rate (up to four hours) each additional hour is \$15.00
Connected trip outside of Genesee County (During course of intercounty trip)	\$20.00 per connection

