



PLANS AND PROGRAMS COMMITTEE
WEDNESDAY, JANUARY 23, 2019, 9:00 A.M.
OMNITRANS METRO FACILITY
1700 WEST 5TH STREET
SAN BERNARDINO, CA 92411

The meeting facility is accessible to persons with disabilities. If assistive listening devices or other auxiliary aids or Limited English Proficiency Services are needed in order to participate in the public meeting, requests should be made through the Recording Secretary at least three (3) business days prior to the Committee Meeting. The Recording Secretary's telephone number is 909-379-7110 (voice) or 909-384-9351 (TTY), located at 1700 West Fifth Street, San Bernardino, California. If you have comments about items on the agenda or other general concerns and are not able to attend the meeting, please mail them to Omnitrans at 1700 West Fifth Street, San Bernardino, California, Attention Board Secretary. Comments may also be submitted by email to BoardSecretary@omnitrans.org.

THIS MEETING IS AVAILABLE BY TELECONFERENCE AT THE FOLLOWING LOCATIONS AND WILL BE CONDUCTED IN ACCORDANCE WITH GOVERNMENT CODE SECTION 54953(B).

CITY OF CHINO HILLS, GOVERNMENT CENTER, COUNCIL OFFICE – 2ND FLOOR
14000 CITY CENTER DRIVE, CHINO HILLS, CA 91709

SHERATON PALO ALTO HOTEL, 625 EL CAMINO REAL, PALO ALTO CA 94301

THESE LOCATIONS ARE ACCESSIBLE TO THE PUBLIC AND MEMBERS OF THE PUBLIC MAY ADDRESS THE COMMITTEE FROM THESE TELECONFERENCE LOCATIONS

A. CALL TO ORDER

1. Pledge of Allegiance
2. Roll Call

B. ANNOUNCEMENTS/PRESENTATIONS

1. Next Committee Meeting: April 24, 2019

C. COMMUNICATIONS FROM THE PUBLIC

This is the time and place for the general public to address the Board for items that are not on the agenda. In accordance with rules applicable to meetings of the Plans & Programs Committee, comments on items not on the agenda and on items on the agenda are to be limited to a total of three (3) minutes per individual.

D. POSSIBLE CONFLICT OF INTEREST ISSUES

Disclosure – Note agenda items contractors, subcontractors and agents, which may require member abstentions due to conflict of interest and financial interests. Board Member abstentions shall be stated under this item for recordation in the appropriate item.

E. DISCUSSION ITEMS

1. Approve Plans & Programs Committee Minutes – October 31, 2018
2. Receive and Forward to the Board of Directors, OmniConnects Short-Range Transit Plan Status Update – *Jeremiah Bryant*
3. Receive and Forward to the Board of Directors, MicroTransit Strategy - *Jeremiah Bryant*

N/A

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E. DISCUSSION ITEMS CONTINUED

- | | |
|--|----|
| 4. Receive and Forward to the Board of Directors, Development Projects Update – <i>Anna Jaiswal</i> | 22 |
| 5. Recommend the Board of Directors Approve, IEHP Go Smart Program Agreement – <i>Wendy Williams</i> | 32 |

F. REMARKS AND ANNOUNCEMENTS

G. ADJOURNMENT

ITEM # E1

**PLANS AND PROGRAMS COMMITTEE
MINUTES
OCTOBER 31, 2018**

A. CALL TO ORDER

The Plans & Programs Committee Meeting was called to order by Committee Chair Penny Lilburn at 9:02 a.m., October 31, 2018.

Committee Members Present

Council Member Penny Lilburn, City of Highland – Committee Chair
Council Member Ron Dailey, City of Loma Linda
Vice Mayor Cynthia Moran, City of Chino Hills – Via Teleconference
Mayor Deborah Robertson, City of Rialto
Mayor Pro Tem Sylvia Robles, City of Grand Terrace
Supervisor Janice Rutherford, County of San Bernardino
Council Member Sam Spagnolo, City of Rancho Cucamonga
Mayor Pro Tem Alan Wapner, City of Ontario - Via Teleconference

Committee Members Not Present

Mayor Deborah Robertson, City of Rialto

Omnitrans Administrative Staff Present

P. Scott Graham, CEO/General Manager
Erin Rogers, Deputy General Manager
Trischelle Baysden, Director of Rail
Sam Gibbs, Director of Internal Audit
Jacob Harms, Director of Information Technology
Suzanne Pfeiffer, Director Human Resources
Connie Raya, Director of Maintenance
Doug Stanley, Director of Special Transit Services
Wendy Williams, Director of Marketing - Planning
Anna Jaiswal, Development Planning Manager
Jeremiah Bryant, Service Planning Manager
Melissa Castillo, Customer Service Manager

B. ANNOUNCEMENTS/PRESENTATIONS

There were no announcements.

C. COMMUNICATION FROM THE PUBLIC

There were no communications from the public.

D. POSSIBLE CONFLICT OF INTEREST ISSUES

There were no Conflicts of Interest Issues.

E. DISCUSSION ITEMS

1. Approve Plans & Programs Committee Minutes – July 25, 2018

M/S (Dailey/Spagnolo) that approved the Committee Minutes of July 25, 2018. Roll call vote was taken and the motion was passed unanimously by Members present.

2. Adopt Proposed Calendar Year 2019 Committee Meeting Schedule

M/S (Spagnolo/Dailey) that adopted the proposed calendar year 2019 Committee Meeting Schedule. Roll call vote was taken and the motion was passed unanimously by Members present.

3. Receive and Forward to the Board of Directors, OmniConnects Short-Range Transit Plan FY2019-2025

Service Planning Manager, Jeremiah Bryant, provided a brief background on this item as detailed in the staff report.

Chair Dailey referred to the constrained and unconstrained plans and asked for some clarification regarding the differences. He also asked about the potential impact to the Agency should Prop 6 be passed. Lastly, he had some questions regarding the status of the West Valley Connector Project and Arrow Rail service. Mr. Bryant and SBCTA Director of Fund Administration, Andrea Zureick responded to Chair Dailey's questions.

The Committee engaged in a discussion regarding MicroTransit and the feasibility of incorporating an Uber/Lyft type of service to the Agency. Mr. Bryant reviewed some of the pros and cons and mentioned one significant challenge related to FTA funding requirements. Supervisor Rutherford stated that should staff discover any needs for lobbying efforts in this area, that they contact the Board to perhaps obtain some assistance.

There was also some discussion about future fare increases and the potential impacts to ridership.

The Committee received and forwarded this item to the Board of Directors.

4. Receive and Forward to the Board of Directors, ABBG Customer Satisfaction Survey Report

Service Planning Manager, Jeremiah Bryant, provided a brief background on this item as detailed in the staff report.

The Committee engaged in a robust discussion regarding the survey results, particularly with regards to the passenger perception of safety at bus stops.

Member Wapner stated that many transit agencies have their own police that patrol the stops and mentioned the need to further explore some options in the future.

The Committee also discussed continued collaboration with the Cities with a focus on safety.

Committee Chair Lilburn expressed concern with some of the survey results, noting that out of the 20 questions asked, the Agency received higher rating in only one category compared to last year. She mentioned that Omnitrans has implemented many programs and safety features, however, the word does not seem to be getting out to the community.

The Committee received and forwarded this item to the Board of Directors.

5. Receive and Forward to the Board of Directors, Inland Empire Annual Survey Report

Director of Marketing-Planning, Wendy Williams, presented a brief background on this item as detailed in the staff report.

Supervisor Rutherford had some questions regarding the Name Recognition/Awareness percentage calculations.¹

The Committee had some questions regarding how the survey data is used. Ms. Williams responded that the information gathered is utilized in preparing some of the Agency's planning documents.

Member Spagnolo left the room at 10:22 a.m. and returned at 10:24 a.m.

The Committee received and forwarded this item to the Board of Directors.

Committee Chair Lilburn left the meeting at 10:24 a.m. and Member Dailey presided over the remainder of the meeting.

¹ Following the meeting, Ms. Williams provided Supervisor Rutherford with additional information on the calculations.

6. Receive and Forward to the Board of Directors, Adopt-A-Stop Pilot Program Update

Development Planning Manager, Anna Jaiswal, presented a brief background on this item as detailed in the staff report.

Member Moran asked what the process would be in terms of contacting the Cities to discuss this new program. Ms. Jaiswal responded that letters would be sent to the City Managers. Member Moran asked that the Board also be copied in the correspondence and kept apprised of their Cities participation.

The Committee received and forwarded this item to the Board of Directors.

7. Receive and Forward to the Board of Directors, Premium Shelter Program Update

Development Planning Manager, Anna Jaiswal, presented a brief background on this item as detailed in the staff report.

Supervisor Rutherford left the meeting at 10:40 a.m.

The Committee received and forwarded this item to the Board of Directors.

F. REMARKS AND ANNOUNCEMENTS

There were no announcements.

G. ADJOURNMENT

The Plans & Programs Committee meeting adjourned at 10:56 a.m. The next Committee Meeting is scheduled Wednesday, January 23, 2019, at 9:00 a.m., with location posted on the Omnitrans website and at Omnitrans' San Bernardino Metro Facility.

Prepared by:

Araceli Barajas, Executive Staff Assistant

ITEM # E2

DATE: January 23, 2019

TO: Committee Chair Penny Lilburn and
Members of the Plans and Programs Committee

THROUGH: P. Scott Graham, CEO/General Manager

FROM: Wendy Williams, Director of Marketing & Planning

SUBJECT: OMNICONNECTS SHORT-RANGE TRANSIT PLAN STATUS UPDATE

FORM MOTION

Receive and forward to the Board of Directors this status update on the OmniConnects Short-Range Transit Plan (SRTP).

Authorize Omnitrans staff to go directly to the Board of Directors to release a Call for Public Hearing in March 2019, without coming back to the Plans and Programs Committee for an initial recommendation on the Public Hearings.

BACKGROUND

Short-Range Transit Plans (SRTPs) are 5-7 year business plans for a transit agency. Omnitrans' current SRTP is the OmniConnects SRTP covering FY2015-2020. A current SRTP is required by the Federal Transit Administration (FTA) in order to receive federal funding. Omnitrans' current SRTP covers through the end of Fiscal Year 2020.

As described in previous OmniConnects status updates to Omnitrans' Plans and Programs Committee and the Board of Directors, Omnitrans staff has made significant progress in developing the OmniConnects FY2019-2025 SRTP. However, there are ongoing concurrent studies and upcoming decisions that should be completed prior to the completion of Omnitrans' next SRTP to ensure that the SRTP is viable and valuable. As a result, the OmniConnects FY2019-2025 SRTP is being delayed and repositioned as the FY2020-2027 SRTP. The new anticipated completion is third-quarter of FY2020. This delay has no immediate financial impact on Omnitrans as the current SRTP remains in effect meeting federal requirements through the end of FY2020.

While partnering with the San Bernardino County Transportation Authority (SBCTA), Omnitrans and SBCTA completed initial financial forecasts throughout the SRTP period. As shown in the Financial White Paper presented to the Board of Directors in May 2018, Omnitrans operating condition remains generally balanced through FY2021. The detailed financial forecast will be

presented at the February Executive Committee, and Administrative and Finance Committee meetings.

The revenue projections for both capital and operating funds does not keep pace with projected expenses. Long-term capital costs are currently growing at faster rate than operating costs. The largest driver of projected capital costs are the California Air Resource Board's adoption of Innovative Clean Transit rules requiring zero-emission buses (ZEB) deployments throughout California. Initial estimates have ZEB requirements increasing capital costs by approximately \$38 million over a six-year period. These increased costs include infrastructure costs and electric bus purchases. This cost assumes that CNG buses can be replaced by electric buses on a one-to-one ratio and that current facilities can physically accommodate the required infrastructure. Neither of these assumptions is certain.

SBCTA is beginning a countywide study on the impact, options, funding sources and recommendations to implement zero emission buses. This report is expected to be completed in Fall 2019 and will become a guiding document for the upcoming SRTP. Waiting for the completion of this report will allow time to better refine the impact of what may be nearly 30 percent of future capital costs.

SBCTA is also leading the West Valley Connector (WVC) project, Omnitrans' planned second bus rapid transit (BRT) line. While working on the Small Starts Grant application, there was a decision to delay grant submission from the 2018 grant cycle to the 2019 grant cycle. This decision was influenced by the uncertain financial forecast. When combining this delay along with other operating and capital needs, the timing and long-term financial viability of the WVC is uncertain at this time. The work to-date on the SRTP builds other west valley service changes around the WVC. If the WVC is delayed further, the service changes proposed in the SRTP become unnecessary. As a result, clarity on the WVC project is needed prior to completion of the SRTP.

This clarity may come as SBCTA completes the Long-Range Transit Plan (LRTP) which is expected later this calendar year. The LRTP typically provides high-level financials and prioritizes capital projects and operating programs. This LRTP will also become a key guiding document in upcoming SRTP.

While there are many reasons to delay the SRTP, this does not mean that the work put into the current SRTP is lost. Most of the background information, policy recommendations and public outreach completed will roll directly into the FY2020-2027 SRTP. Additionally, staff intends to bring the FY2020 recommended service and fare changes to the Board for consideration in the annual FY2020 Service Plan. At this time, these recommendations are likely to include:

- Elimination of Route 208 Freeway Express Service from Yucaipa to San Bernardino due to low ridership;
- Increase morning and evening peak frequency on Route 83 primarily on Euclid Avenue in the cities of Chino, Ontario and Upland based on a grant award received in partnership with the City of Ontario;

- A 14.2% fare increase which would bring the current cash fare from \$1.75 to \$2.00, generating nearly \$1 million in revenue while also likely causing a 5% reduction in ridership; and,
- A change to Route 11, which is currently one of five routes that connect Cal State San Bernardino to Downtown San Bernardino, to a route that connects Cal State to Fontana, via Rialto with service to Renaissance Marketplace (assuming funding is identified).

In order to bring these to the PPC, Omnitrans staff seeks approval to go directly to the Board of Directors to release a Call for Public Hearing in March 2019, without coming back to the committee for an initial approval on the details of the Public Hearings.

Next steps related to the SRTP are:

- Move forward with the FY2020 Service Plan including public hearings;
- Present financial forecasts at an upcoming Executive Committee and Administrative and Finance Committee;
- Hold Board workshop in March;
- Partner with SBCTA on the Countywide Bus Electrification Study;
- Integrate results from SBCTA's Long-Range Transit Plan; and,
- Continue to work with SBCTA on revenue and cost forecasts to support transit within the San Bernardino Valley.

CONCLUSION

Delaying the completion of the SRTP until the Countywide Bus Electrification Study and the Long Range Transit Plan are completed will allow Omnitrans to ensure that the SRTP will be a valuable working document rather than a study which has major questions left unanswered at its completion.

PSG:WW:JB

ITEM # E3

DATE: January 23, 2019

TO: Committee Chair Penny Lilburn and
Members of the Plans and Programs Committee

THROUGH: P. Scott Graham, CEO/General Manager

FROM: Wendy Williams, Director of Marketing & Planning

SUBJECT: MICROTRANSIT STRATEGY

FORM MOTION

Recommend that the Board of Directors support Omnitrans moving forward and developing a MicroTransit strategy.

BACKGROUND

Omnitrans is evaluating MicroTransit options, which will be conducted by a consultant, either in partnership with the San Bernardino County Transportation Authority (SBCTA) or selected through a formal Omnitrans procurement.

Within the transit industry, MicroTransit has varied meanings as it is a growing transit industry trend that is still in its developmental phase. In the Omnitrans context MicroTransit means an on-demand, technology-enabled general public service that is operated in a clearly defined geographic area. This may be thought of as an agency-operated service similar to Transportation Network Companies (TNCs) like Uber and Lyft, but with some very specific key differences, even if the agency is partnering with or subsidizing the TNC. These differences are shown in Exhibit 1 below.

Exhibit 1: TNC vs. MicroTransit Comparison

	TNC	MicroTransit
Service called by rider in real-time, typically through a smart-phone app	X	X
Service automatically dispatched in real-time by software application	X	X
Service paid for typically within the smart-phone app	X	X
Rider can see status of ride, estimated pick-up and drop off time in app	X	X
Transit agency can count and report ridership as agency ridership		X
Transit agency can use traditional federal funding sources to support		X
Drivers are typically required to comply with Federal Drug & Alcohol testing regulations		X
Vehicles are typically ADA accessible		X
Once initiated, performance data is readily available to the transit agency		X

MicroTransit services would add to Omnitrans' Family of Services which currently includes Bus Rapid Transit, Express Freeway Services, Local Fixed Route Bus Service, OmniGo Community

Circulators and Access ADA Paratransit service. Each element of the Family of Services is designed to match the service with the needs of the community. Services are also designed on the productivity-oriented service to coverage-oriented service continuum. Currently, the Board has adopted a goal to achieve a 65/35 split for productivity/coverage oriented service. MicroTransit may be a way to more effectively provide coverage service.

If MicroTransit services are implemented, Omnitrans will be able to compare MicroTransit services to TNC services as an option for providing service within the San Bernardino Valley. Omnitrans Special Transportation Services (STS) Department offers qualified and enrolled senior and disabled riders with a program called RIDE Lyft, which provides a direct subsidy to the rider instead of to the TNC. Additionally, SBCTA is working on a TNC partnership using local funds to subsidize service from several Metrolink stations to Ontario International Airport.

The Customer-Focused Technology-Enabled Multi-Modalism study lead by SCAG, SBCTA, and Omnitrans and prepared by AMMA Transit Planning proposed a MicroTransit rail-feeder service for Downtown San Bernardino associated with the opening of Arrow rail service. Other transit agencies have demonstrated success in replacing low-performing fixed route and demand response service with MicroTransit.

Omnitrans staff has suggested six potential MicroTransit service areas for evaluation. As shown in Exhibit 2, these locations represent different demographics, different service needs and different levels of offsetting costs. Omnitrans will seek a consultant to evaluate which ones have the greatest opportunity for success.

The consultant will be tasked with:

1. Determining the primary MicroTransit goals, including defining key performance indicators and corresponding measures of success. Core goals will include:
 - a. Ability to generate increased ridership either on the service itself or as first/last mile feeder service
 - b. Reduce costs compared to other service offerings
 - c. Ability to be a useful demonstration project(s) that could be rolled out in other areas
2. Develop service policies for MicroTransit to be successful including:
 - a. Fare and Transfer Policy
 - b. ADA complementary service impacts
 - c. Service levels, days, hours, exact region
3. Service delivery recommendations
4. Vehicle types
5. Required technology, or technology options including tradeoffs
6. Developing a draft scope of work to procure MicroTransit service provider(s).

This consultant research will be scheduled for completion by the end of the calendar year and the recommendations would feed into the updated Short Range Transit Plan.

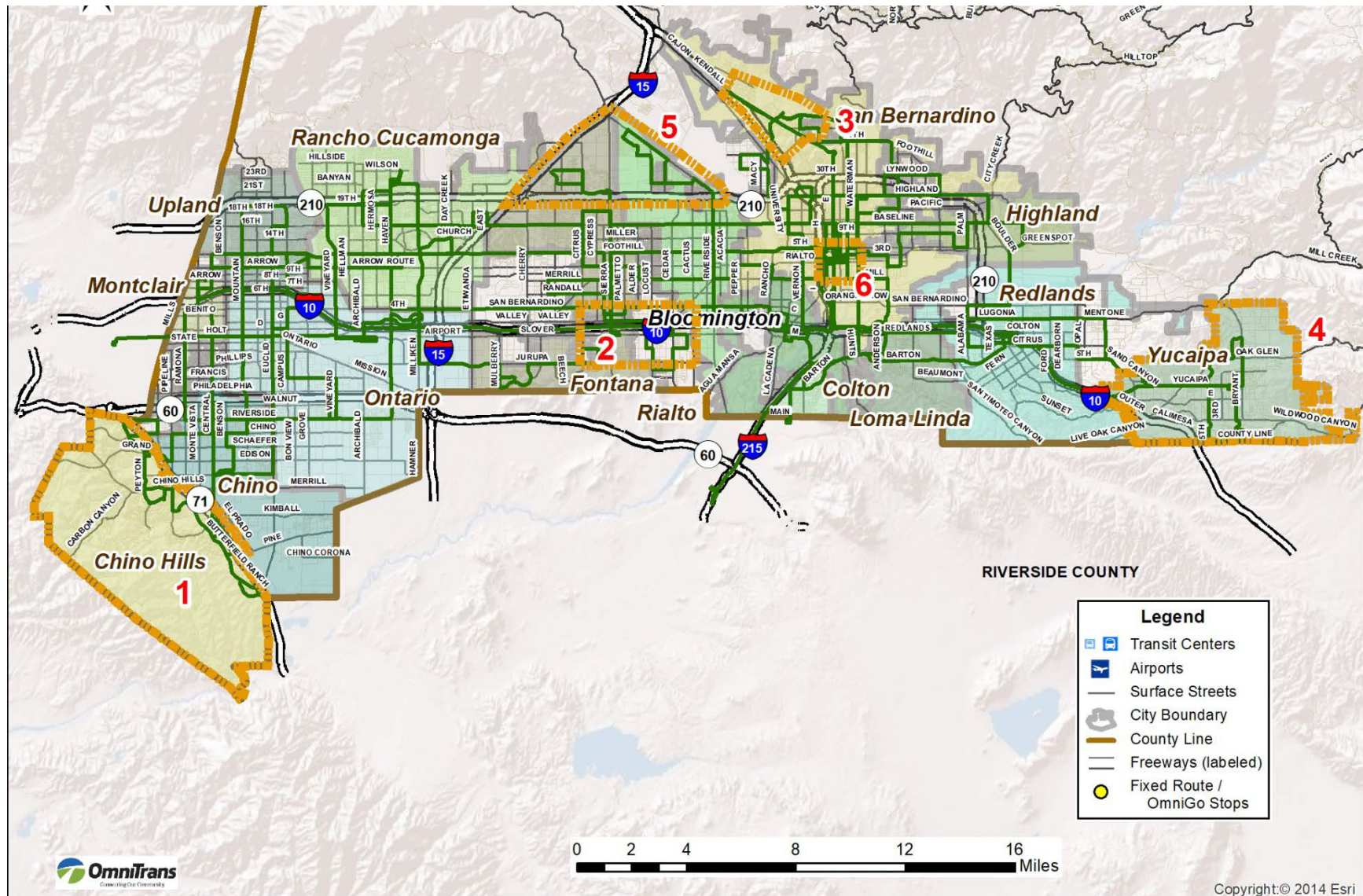
CONCLUSION

This staff report outlines initial steps Omnitrans is taking to evaluate MicroTransit. Forwarding it to the Board will allow Omnitrans to continue down the path of seeking a consultant to complete the work described.

PSG:WW:JB

Attachment A: PowerPoint Presentation

Exhibit 2: Potential Omnitrans MicroTransit Service Areas





MicroTransit

Plans and Programs Committee

January 23, 2019

- **MicroTransit:**
 - an on-demand, technology-enabled general public service that is operated in a clearly defined geographic area
 - Similar to Transportation Network Companies (TNCs) like Uber and Lyft

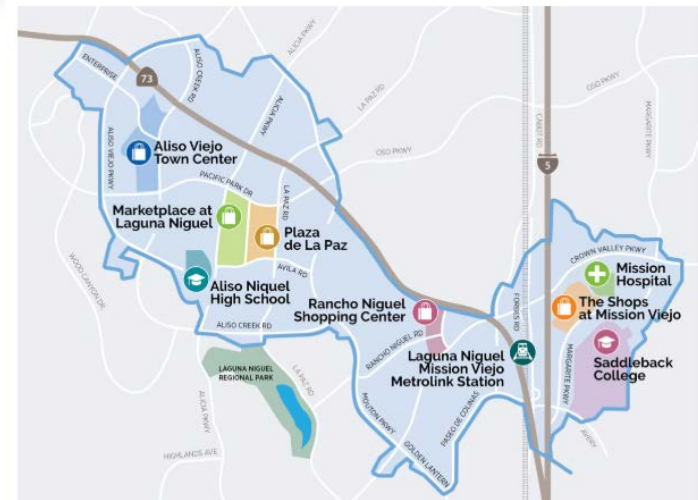
	TNC	Micro Transit
Real-time service through an app	X	X
Automatically dispatched	X	X
Fare paid in smart-phone app	X	X
Real-time ride status	X	X
Can count and report ridership		X
Traditional federal funding sources		X
Federal Drug & Alcohol testing regulations		X
ADA accessible		X
Performance data		X

Other local TNC partnerships for comparison purposes: SBCTA's ONT TNC Partnership
& Omnitrans STS 's RIDE Lyft program

OmniTrans MicroTransit Examples



safety training.



- Determine goals, KPIs and measures of success
 - Increase ridership, Reduce costs or Demonstration project(s)
- Develop service policies
- Service delivery recommendations
- Vehicle types
- Required technology
- Draft scope of work to procure service provider(s)

- Seeking Committee & Board Support to explore MicroTransit options
- Procure/Partner with Consultant
- Identify Pilot Area(s), Secure Funding



Questions

ITEM # E4

DATE: January 23, 2019

TO: Committee Chair Penny Lilburn and
Members of the Plans and Programs Committee

THROUGH: P. Scott Graham, CEO/General Manager

FROM: Wendy Williams, Director of Marketing and Planning

SUBJECT: DEVELOPMENT PROJECTS UPDATE

FORM MOTION

Receive and forward to the Board of Directors an update on development projects (bus stop and transit center improvement projects).

BACKGROUND

The following projects were recently completed or are currently underway to make improvements for passengers at bus stops as well as at the San Bernardino Transit Center.

San Bernardino Transit Center Landscaping

During the construction of the San Bernardino Transit Center in 2015, the contractor placed a mix of wildflower seeds on the vacant parcel at the corner of E Street and Rialto Avenue, which failed to take root and thrive in the dry climate. Omnitrans designed new drought-tolerant landscaping as a placeholder until joint development / transit-oriented development is developed on the parcel. The landscaping project was completed in October 2018. Omnitrans is working cooperatively with the City of San Bernardino to plan for the best economic use of the parcel, and in the next few years will release a solicitation for interested private partners for the joint development.

An emergency generator and additional perimeter fencing are also planned for the San Bernardino Transit Center site, both of which are expected to be completed in calendar year 2019.

San Bernardino Transit Center Wayfinding Signage

Since the opening of the San Bernardino Transit Center in September 2015, Omnitrans has received feedback from customers and partner agencies such as SBCTA and Metrolink that more signage is needed to make the Transit Center easier to navigate. Omnitrans installed new signage on the Transit Center site, including at the Metrolink station, in December 2018, which points customers to locations such as train platforms, parking, customer service, sbX station, and other

regional connecting transit services. Route information display cases were also installed on bus stop signposts in early January 2019. Signs were also installed at Rialto Avenue and F Street to discourage private cars from driving into the busway.

Transit Stop Access Improvement Program

Omnitrans has applied for and been awarded funds through SBCTA (San Bernardino County Transportation Authority)'s biannual Call for Projects for TDA Article 3 Transit Stop Access Improvement Program. The program covers improvements such as ADA-compliant sidewalk boarding areas at bus stops, sidewalk connecting from the bus stop to the intersection, and curb ramps at intersections.

In 2013, Omnitrans was awarded grants for improvements at 47 locations in five different jurisdictions. The City of San Bernardino completed construction of improvements at 13 of the locations through a pass-through agreement of the funds from Omnitrans to the City; similarly, the City of Ontario completed the construction of six of the locations. Improvements at three of the locations were completed by other nearby construction projects. Omnitrans awarded a construction contract to AEC Moreno in August 2018 for construction of the 15 remaining locations, in the cities of Colton and Rialto and the County of San Bernardino; 13 of the 15 were completed by December 2018. Improvements at the two remaining locations are expected to be completed in January 2019.

The improvements for which Omnitrans received TDA Article 3 grant funds from SBCTA in 2016 are currently under design, and the 2017 grant-funded improvements will be starting design in mid-2019.

Active Transportation Program Safe Routes to Transit Project

In 2014, Omnitrans was awarded an Active Transportation Program grant (federal funds) by the State of California, in order to construct accessibility improvements such as sidewalk, curb ramps, crosswalks, and bike racks within a half-mile of future West Valley Connector bus rapid transit stations in the cities of Fontana, Montclair, Ontario, Pomona, and Rancho Cucamonga. Omnitrans awarded the construction contract to S&H Civilworks in December 2017. Of the 201 locations for improvements included in the \$3.5 million grant, two locations remain to be completed. One of the locations, Corona Avenue in the City of Ontario, was found to require additional work outside the scope of the original contract; an additional solicitation was released for construction of sidewalk at that particular location. The contract was awarded to S&H Civilworks in December 2018. Construction is expected to be completed in April 2019.

West Valley Connector Bus Rapid Transit Project

Staff of Omnitrans and SBCTA, the lead agency on the West Valley Connector project, reported to the Plans and Programs Committee on July 25, 2018 and to the Omnitrans Board of Directors on September 5, 2018 that an application was anticipated to be submitted for FTA Small Starts grant funding for the project in September 2018. A decision was made to defer the submission in

order to develop a more competitive funding application, including local and/or private contributions for local match capital funding and operational funding.

SBCTA staff members are currently evaluating the impact of this change on the overall project milestone schedule, including environmental circulation and public hearings. A more detailed update will be presented when the revised schedule is available.

Strategic Initiative Supported – FY2017-2020 Strategic Plan Service and Operations Goal, Strategy 1.1 Adjust service to address needs of non-riders, and 2.1, Improve connectivity to attract non-riders; and Marketing Goal, Strategy 3.1 Improve passenger amenities.

CONCLUSION

Staff recommends that the Board of Directors receive and file an update on development projects (bus stop and transit center improvement projects).

PSG:WW:AMJ

Attachment A: PowerPoint Presentation



DEVELOPMENT PROJECTS UPDATE

Plans & Programs Committee
January 23, 2019

San Bernardino Transit Center Landscaping

Completed in October 2018



San Bernardino Transit Center Wayfinding Signs

Completed in December 2018



Transit Stop Access Improvement Program

**2013 TDA Article-3 funded improvements in cities of Colton and Rialto, and
County of San Bernardino
Expected completion in January 2019**



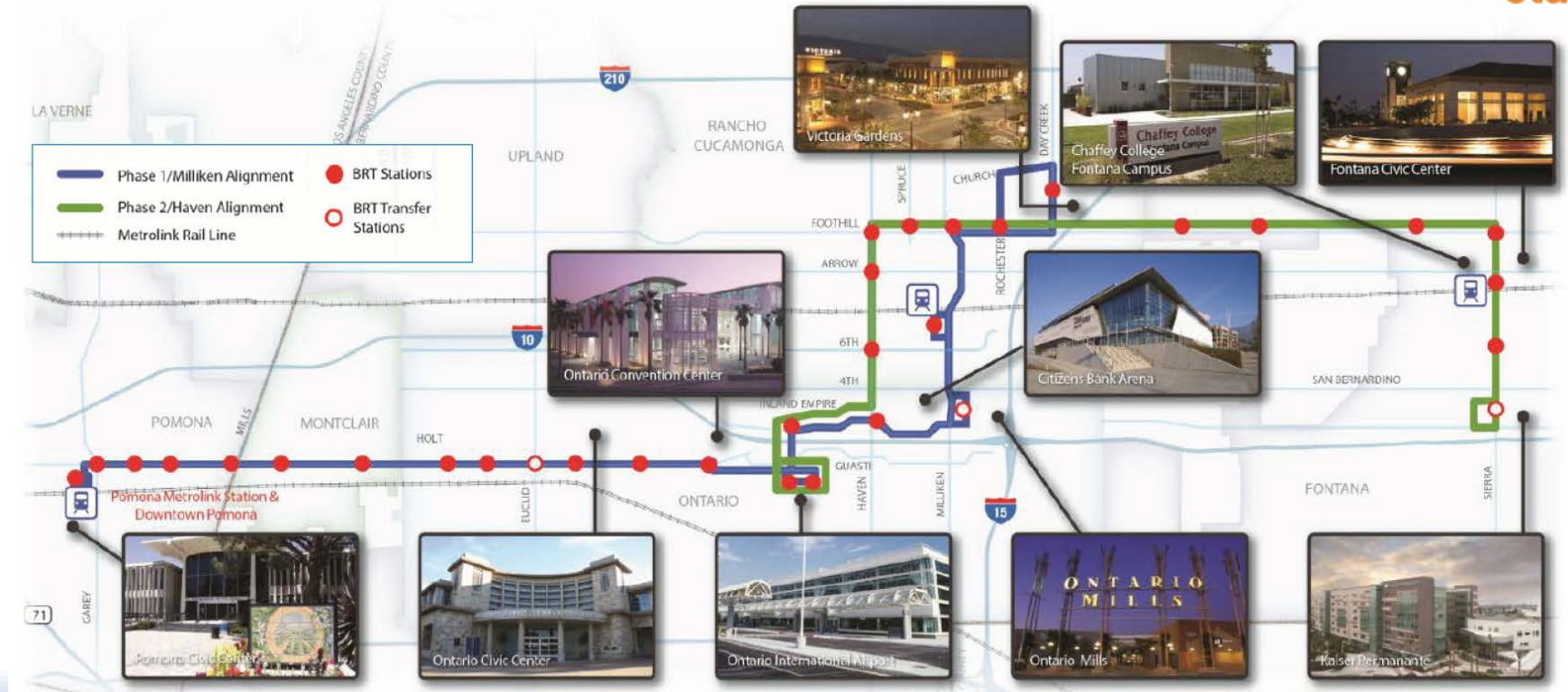
Active Transportation Program Safe Routes to Transit Project

Cities of Fontana, Montclair, Ontario, Pomona, and Rancho Cucamonga
Expected completion in April 2019



West Valley Connector Project

West Valley Connector Pomona | Montclair | Ontario | Rancho Cucamonga | Fontana



Thank You!



ITEM # E5

DATE: January 23, 2019

TO: Committee Chair Penny Lilburn and
Members of the Plans and Programs Committee

THROUGH: P. Scott Graham, CEO/General Manager

FROM: Wendy Williams, Director of Marketing and Planning

SUBJECT: IEHP GO SMART PROGRAM AGREEMENT

FORM MOTION

Recommend the Board of Directors authorize the CEO/General Manager to execute a revenue agreement with Inland Empire Health Plan (IEHP) to allow its members with valid photo ID cards unlimited rides on Omnitrans fixed route bus and future rail services.

Omnitrans legal counsel has reviewed and approved this agreement as to form.

BACKGROUND AND SUMMARY

IEHP is a not-for-profit Medi-Cal and Medicare health plan headquartered in Rancho Cucamonga, California. They provide comprehensive managed health care coverage to more than 1.2 million residents of Riverside and San Bernardino counties who are enrolled in Medi-Cal or Cal MediConnect (Medicare-Medicaid Plan). IEHP is required to provide its members with transportation to and from appointments for services covered by Medi-Cal. This includes transportation to medical, dental, mental health, or substance use disorder appointments, and to pick up prescriptions and medical supplies.

In late 2017, IEHP reached out to Omnitrans to discuss partnership opportunities in support of their need to provide safe and affordable transportation services for its members. Options considered included purchase of traditional bus passes, mobile fare payment and the “Go Smart” negotiated rate program which is primarily used with local colleges and universities. IEHP has provided both mobile and traditional Omnitrans bus passes to members, but requested that Omnitrans establish a “Go Smart” program believing it would provide the most cost effective solution. Additionally this solution could be implemented by IEHP with other transit agencies in San Bernardino and Riverside Counties.

This revenue agreement also requires the approval of the IEHP Governing Board.

FISCAL IMPACT

The agreement if approved will be effective through June 30, 2019, with the option to exercise up to four additional consecutive one-year extensions. For the initial term, IEHP shall pay Omnitrans the rate of \$1.00 per IEHP member boarding. The rate shall apply to a maximum of 55 boardings per calendar month per member, with any additional boardings during a calendar month per member provided at no additional cost to IEHP. The agreement allows for Omnitrans to implement rate increases in future years, tied to agency system-wide fare increases.

The \$1.00 per boarding rate is based on the current approximate average fare that Omnitrans collects per boarding across all fixed route services. The \$55 cap rate is based on price of a full fare 31-day pass. With this formula, Omnitrans ensures it will receive equitable fare for services provided and IEHP ensures that it will not pay more than the cost of a traditional bus pass per member per month.

As part of the Go Smart agreement, IEHP is required to provide members with photo ID cards that are encoded with data in a manner that is compatible with Omnitrans fare collection equipment. IEHP must also provide regular uploads of current IDs to Omnitrans to ensure that only eligible members may board for free.

This agreement is expected to generate up to \$500,000 in fare revenue over the next five years.

Strategic Initiative Supported – FY2017-2020 Strategic Plan Marketing Goal, Strategy 1.3, Develop partnerships with businesses and organizations that Omnitrans serve; and SRTP FY2015-2020 Goal to maximize cost recovery while charging a fair fare.

CONCLUSION

Staff recommends that the Board of Directors authorize the CEO/General Manager to execute a Go Smart revenue agreement with IEHP.

PSG: WW

PROGRAM AGREEMENT

FOR

“GO SMART” FARE PROGRAM

BETWEEN

INLAND EMPIRE HEALTH PLAN

AND

OMNITRANS

PROGRAM AGREEMENT INLAND EMPIRE HEALTH PLAN

This Program Agreement (“Agreement”) is made and entered into by and between Inland Empire Health Plan (“IEHP”), a local public entity of the State of California, and Omnitrans, a California joint powers authority (“OMNITRANS”), with reference to the following facts:

RECITALS

WHEREAS, IEHP supports providing safe and affordable transportation services for its members; and

WHEREAS, OMNITRANS is a public agency that provides safe, dependable, and environmentally friendly transportation throughout the San Bernardino Valley, including through the “Go Smart” Discount Fare Program and is interested in partnering with IEHP to support transportation services for IEHP members determined to be eligible for the “Go Smart” Discount Fare Program (“Eligible Members”) as set forth herein, including any attachments hereto; and,

WHEREAS, this Agreement may be presented to the Governing Board of IEHP or OMNITRANS for approval and is effective only upon the authorization of the Governing Board of IEHP or OMNITRANS as determined necessary by applicable policies of each party.

NOW THEREFORE in consideration of the mutual promises, covenants and conditions hereinafter contained, and in the following exhibits or attachments attached hereto and incorporated herein by this reference:

ATTACHMENT A – SCOPE OF SERVICES

ATTACHMENT B – SCHEDULE OF FEES

ATTACHMENT C – OWNERSHIP INFORMATION

The Parties hereto mutually agree as follows:

1. SERVICES

- A. Subject to the terms and conditions of this Agreement, OMNITRANS shall provide the services described in Attachment A.

- B. Other than as specifically indicated in Attachment A, OMNITRANS will not utilize the services of any subcontractors in providing the services required hereunder without IEHP's prior written approval. OMNITRANS shall request approval by submitting a written description of the services to be subcontracted. If approved by IEHP, OMNITRANS shall remain the prime contractor for the services and be responsible for the conduct and performance of each approved subcontractor. All references to OMNITRANS in this Agreement in the context of providing services, where applicable, will also include OMNITRANS's approved subcontractors.
- C. OMNITRANS, or its agents or subcontractors, shall not perform any services outside the United States of America without IEHP's prior written consent. In the event OMNITRANS is in breach of this Section, IEHP shall have, in its sole discretion, the right to immediately terminate this Agreement.

The services described in Attachment A to be provided by OMNITRANS are contingent upon IEHP's satisfaction of obligations described in Attachment A.

- D. For the avoidance of doubt, no provision of this Agreement shall be construed to require OMNITRANS to continue to operate any bus service to or from the facility of IEHP or elsewhere during the term of this Agreement, and it is expressly agreed that OMNITRANS shall incur no liability to IEHP by reason of any rerouting, rescheduling, discontinuance, or other changes in bus or other transit services operated by OMNITRANS. In the event that OMNITRANS does find the need to reroute, reschedule, discontinue or otherwise make changes in bus or other transit services operated by OMNITRANS that would affect the IEHP Eligible Members, then when possible OMNITRANS will provide at least thirty (30) day notice to IEHP of such change.

2. COMPENSATION

- A. IEHP shall reimburse OMNITRANS for the services set forth in Attachment A, upon approval of a properly presented invoice for services. Payment shall be made "net-30" terms from the date of receipt of a complete invoice.
- B. IEHP shall make payments to OMNITRANS as outlined in Attachment B. OMNITRANS shall submit invoices to IEHP for authorized reimbursable services within thirty (30) days of the month of the rendered service, Invoices from OMNITRANS must be received by IEHP no later than ninety (90) days from the month wherein the services were rendered.
- C. Other than as stated on Attachment B or in this Agreement, price increases will not be permitted during the Agreement Initial Term (as defined below) but may be agreed to in writing by the parties for any Extended Term (as defined below).
- D. The total compensation payable under this Agreement shall not exceed Five Hundred Thousand Dollars (\$500,000.00). In no event shall compensation exceed

this amount without a written amendment to this Agreement authorizing such increase in total compensation payable to OMNITRANS. OMNITRANS agrees to monitor its costs at all times and provide to the best of its ability IEHP forty-five (45) days' written notice if OMNITRANS becomes aware that it may exceed the total compensation authorized pursuant to this Section. In the event the not-to-exceed amount becomes close to being reached, the parties shall meet in good faith to determine whether additional funds are available to support the program. In the event it is determined no funds are available to extend the program, OMNITRANS shall have the right to immediately terminate the Agreement.

- E. It is mutually agreed and understood that the obligations of IEHP are contingent upon the availability of state and federal funds. In the event that such funds are not forthcoming for any reason, this Agreement is rendered null and void, and IEHP shall immediately notify OMNITRANS in writing. This Agreement shall be deemed terminated and of no further force and effect immediately on IEHP's notification to OMNITRANS. In the event of such termination, OMNITRANS shall be entitled to reimbursement of costs for services rendered in accordance with this agreement.

3. **DISALLOWANCE**

In the event OMNITRANS receives payment for services under this Agreement which are later disallowed for nonconformance with the terms and conditions herein, OMNITRANS shall refund the disallowed amount to IEHP within thirty (30) days of IEHP's written request with adequate explanation of any nonconformance. IEHP retains the option to offset the amount disallowed from any payment due to OMNITRANS under this Agreement, or under any other contract or agreement between OMNITRANS and IEHP. OMNITRANS shall have the right to request a meet and confer upon receipt of any such request.

4. **TERM AND TERMINATION**

- A. Term of Agreement. This Agreement shall be effective as of the date of last signature ("Effective Date") and shall continue in effect through June 30, 2019 ("Initial Term") unless earlier terminated in accordance with the provisions of Section 4.B (Termination) of this Agreement. At the end of the Initial Term, upon thirty (30) days written notice, IEHP shall have the option to extend this Agreement for up to four (4) consecutive one (1) year terms ("Extended Term(s)"). This Agreement shall immediately lapse unless IEHP exercises its option to extend the term at the end of the Initial Term or any Extended Term. At the end of the Initial Term, the parties may mutually agree to extend the Agreement. With any Extended Term, OMNITRANS will have the right to request a price increase to be agreed to in writing by the parties.
- B. Termination.

- 1) Termination for Convenience. Either party may terminate this Agreement, for convenience, upon sixty (60) days' written notice in accordance with Section 18 (NOTICES).
- 2) Termination for Cause. Should either party determine that there is a basis for termination for cause, such termination shall be effected upon ten (10) days' written notice to the other party in accordance with Section 18 (NOTICES). In such an event, both parties must make reasonable efforts to cure any disputes. If the steps are unsuccessful and the breach has not been cured, either party may terminate the Agreement.
- 3) Immediate Termination. Immediate termination shall be available to the non-defaulting party, as specified below, by providing written notice in accordance with Section 18 (NOTICES).
 - i. Either party may immediately terminate this Agreement upon determination that the other party has engaged in a fraudulent activity, including but not limited to, activities against IEHP's health plan members.
 - ii. If OMNITRANS is excluded, terminated, or suspended from participation in any state or federal health care program, including, without limitation, appearing on the federal List of Excluded Individuals/Entities (LEIE), the Medi-Cal Suspended and Ineligible Provider List (SIPL), or the System for Award Management (SAM). OMNITRANS understands that IEHP is prohibited from paying OMNITRANS for any services rendered on or after the date of exclusion.
 - iii. Pursuant to any provision of this Agreement which expressly authorizes immediate termination.
- 4) Effect of Termination.
 - i. If, for any reason, this Agreement is terminated prior to full completion of services, OMNITRANS agrees to immediately furnish to IEHP all documents related to services rendered under this Agreement, including without limitation, copies of work papers, schedules or other work products related to this Agreement.
 - ii. Unless otherwise provided herein, the rights and obligations of any party which by their nature extend beyond the expiration or termination of this Agreement, shall continue in full force and effect, notwithstanding the expiration or termination of this Agreement. This includes, without limitation, the following provisions: DISALLOWANCE, INDEMNIFICATION,

LIMITATION OF LIABILITY, CONFIDENTIALITY, and
GOVERNING LAW; VENUE.

5. INDEMNIFICATION

- A. OMNITRANS shall indemnify, and hold harmless IEHP, its Governing Board, directors, officers, employees, agents and representatives (individually and collectively hereinafter referred to as “Indemnitees”) from liability, loss, settlement, claim, demand, and expense of any kind, arising out of the performance of services or the omission of any required act under the Agreement (and as noted in Attachment A), of OMNITRANS, its officers, employees, subcontractors, agents or representatives. OMNITRANS shall defend the Indemnitees in any claim or action based upon any such alleged acts or omissions, at its sole expense, which shall include all costs and fees, including, but not limited to, attorney fees, cost of investigation, defense, and settlement or awards, unless such claim or action is the result of the gross negligence or willful misconduct of IEHP, including its Governing Board, directors, officers, employees, agents and representatives.

IEHP shall indemnify, and hold harmless OMNITRANS, its Governing Board, directors, officers, employees, agents and representatives (individually and collectively hereinafter referred to as “Indemnitees”) from liability, loss, settlement, claim, demand, and expense of any kind, arising out of the performance of services or the omission of any required act under the Agreement (and as noted in Attachment A), of IEHP, its officers, employees, subcontractors, agents or representatives. IEHP shall defend the Indemnitees in any claim or action based upon any such alleged acts or omissions, at its sole expense, which shall include all costs and fees, including, but not limited to, attorney fees, cost of investigation, defense, and settlement or awards, unless such claim or action is the result of the gross negligence or willful misconduct of OMNITRANS, including its Governing Board, directors, officers, employees, agents and representatives.

- B. With respect to any action or claim subject to indemnification herein the indemnifying party shall, at its sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of the indemnified party; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes the indemnification requirements of the indemnifying party as set forth herein.
- C. The indemnifying party’s obligation hereunder shall be satisfied when it has provided to the indemnified party the appropriate form of dismissal relieving indemnified party from any liability for the action or claim involved.

- D. The specified insurance limits required in this Agreement shall in no way limit or circumscribe obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

6. **LIMITATION OF LIABILITY**

Without affecting the indemnification obligations set forth in this Agreement, in no event shall either party be liable for consequential, indirect, or incidental damages, including, without limitation, lost profits, arising out of the services provided under this Agreement.

7. **INSURANCE**

Without limiting or diminishing OMNITRANS's obligation to indemnify or hold IEHP harmless, OMNITRANS shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage during the term of this Agreement.

- A. Workers' Compensation - covering all of OMNITRANS's personnel performing services under this Agreement as prescribed by the laws of the jurisdiction where work is performed. Policy shall include Employers' Liability including Occupational Disease with limits not less than \$1,000,000 per person per accident.
- B. Commercial General Liability - including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit, with a general aggregate limit of no less than two (2) times the occurrence limit.
- C. Vehicle Liability - all owned, non-owned, or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit, with a general aggregate limit of no less than two (2) times the occurrence limit.
- D. General Insurance Provisions – All lines.
- 1) Insurance to be placed with insurers with a current A. M. BEST rating of not less than A: VIII (A:8) unless otherwise acceptable to IEHP.
 - 2) OMNITRANS shall furnish IEHP with either 1) original Certificate(s) of Insurance or amendatory endorsements effecting coverage as required herein, or 2) if requested by IEHP, provide original certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, OMNITRANS shall provide no less than thirty (30) days' written notice to IEHP prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In such event, this Agreement shall terminate forthwith, unless IEHP receives, prior to such effective date, another properly

executed original Certificate of Insurance, including all endorsements, evidencing the coverage set forth herein are in full force and effect. **OMNITRANS shall not commence operations until IEHP has been furnished original Certificate(s) of Insurance and endorsements.**

- 3) OMNITRANS's insurance shall be construed as primary insurance, and IEHP's insurance shall not be construed as contributory. Additionally, the above-referenced policies shall be endorsed to waive subrogation in favor of IEHP and name IEHP as an Additional Insured, where applicable.
- 4) OMNITRANS shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
- 5) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to IEHP.
- 6) OMNITRANS agrees to notify IEHP of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

8. OFFICERS, OWNERS, STOCKHOLDERS AND CREDITORS

On an annual basis, OMNITRANS shall identify the names of the following persons and update such names by providing IEHP with thirty (30) days written notice of any changes in the information of such persons by listing them on Attachment C:

- A. OMNITRANS officers and owners who own greater than 5% of the OMNITRANS;
- B. Stockholders owning greater than 5% of any stock issued by OMNITRANS;
- C. Major creditors holding more than 5% of any debts owed by OMNITRANS;
- D. The parties agree that Omnitrans is a California public agency and this Section 8 is not applicable to the services being provided by Omnitrans.

9. NONDISCRIMINATION

This Agreement hereby incorporates by reference the provisions of *Title 2, CCR, Sections 11105 et seq.*, as may be amended from time to time. OMNITRANS agrees to comply with the provisions of *Title 2, CCR, Sections 11105 et seq.*, and further agrees to include this Nondiscrimination Clause in any and all subcontracts to perform services under this Agreement.

10. CONFLICT OF INTEREST

OMNITRANS shall have no interest, and shall not acquire any interest, direct or indirect, which will conflict in any manner or degree with the performance of services required under this Agreement.

11. PROTECTED HEALTH INFORMATION (“PHI”)

In the event that there is PHI shared between IEHP and OMNITRANS pursuant to this Agreement, IEHP and OMNITRANS are subject to all relevant requirements contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), codified at Title 45, C.F.R., Parts 160 and 164, the Health Information Technology for Economic and Clinical Health Act provisions of the American Recovery and Reinvestment Act of 2009 (HITECH), Public Law 111-5, enacted February 17, 2009, and the laws and regulations promulgated subsequent hereto and as amended, for purposes of services rendered pursuant to the Agreement. The Parties agree to cooperate in accordance with the terms and intent of this Agreement for implementation of relevant law(s) and/or regulation(s) promulgated under HIPAA and HITECH. The Parties further agree that it shall be in compliance with the requirements of HIPAA, HITECH, and the laws and regulations promulgated subsequent hereto and as amended. In the event that any PHI is shared between the parties, the parties will enter into a separate addendum.

12. CONFIDENTIALITY

- A. Each Party receiving Confidential Information (a “Receiving Party”) hereunder, as defined below, shall hold the Confidential Information in strict confidence and use and access the Confidential Information only as is necessary for the performance of this Agreement. Each Receiving Party may only disclose Confidential Information to its employees and third party consultants who have a bona fide need to know and who have a written agreement restricting use and disclosure of Confidential Information to no less an extent as that required of the parties under this Agreement or as otherwise required by law. Receiving Party shall not otherwise disclose Confidential Information without the prior written consent of the other party (the “Disclosing Party”) or as otherwise required by law.
- B. Confidential Information means any technical, financial, trade secrets, or any information the Disclosing Party has received from others, including personal information, which it is obligated to treat as confidential or proprietary, including without limitation, any and all ideas, techniques, processes, methods, systems, cost data, computer programs, formulas, work in progress, customers/members, business plans, and other business information. Confidential Information shall not include any information that:
 - 1) Is or becomes available to the public (other than through any act or omission of Receiving Party);

- 2) Is required to be disclosed pursuant to an applicable law, subpoena, or court order, provided that the Receiving Party notifies the Disclosing Party to allow Disclosing Party to protect its interests, if desired;
- 3) Is independently developed by the Receiving Party without access to any Confidential Information of the Disclosing Party;
- 4) Is lawfully known by the Receiving Party at the time of disclosure or otherwise lawfully obtained by a third party with no obligation of confidentiality.

13. **PUBLIC ENTITY STATUS; BROWN ACT/PUBLIC RECORDS ACT**

The parties hereby acknowledge and agree that both IEHP and OMNITRANS are public entities of the State of California subject to the Brown Act, *California Government Code Sections 54950 et seq.*, and the Public Records Act, *California Government Code Sections 6250 et seq.*

14. **COMPLIANCE WITH LEGAL AND REGULATORY REQUIREMENTS**

- A. General. The parties shall observe and comply with all applicable county, state and federal laws, ordinances, rules and regulations now in effect, subsequently amended or hereafter enacted.
- B. Plan Licensing/State Requirements. OMNITRANS understands that IEHP is a Medi-Cal Managed Care Health Plan and subject to the requirements under applicable laws (including but not limited to the Knox-Keene Health Care Service Plan Act and the Waxman-Duffy Prepaid Health Plan Act), contractual obligations set forth under the contract between IEHP and the California Department of Health Care Services (“DHCS”), and regulations promulgated by the California Department of Managed Health Care (“DMHC”) and DHCS. OMNITRANS understands that specified requirements of the DHCS and DMHC may apply to OMNITRANS as a contractor of IEHP.

15. **AUDIT RIGHTS**

- A. OMNITRANS understands that IEHP is a health plan regulated by entities, including without limitation, DMHC, DHCS, and the Centers for Medicare and Medicaid Services. To the extent OMNITRANS is identified as a subcontractor for which IEHP is required to do oversight due to its legal and/or contractual obligations to such regulatory agencies, the following provisions shall apply:
 - 1) Maintenance of Records. OMNITRANS will maintain complete and accurate books, records and documentation, including audited financial statements prepared in accordance with generally accepted accounting procedures and practices, to sufficiently and properly reflect the services provided and OMNITRANS’s direct and indirect costs invoiced in the performance of the Agreement. The retention period for such books and

records shall be for a period of ten (10) years or as otherwise stated in the Attachments to this Agreement.

- 2) Records Subject to Inspection. All books, records, documents, and other materials maintained by OMNITRANS and relating to the Agreement will be subject, at reasonable times during regular business hours and upon thirty (30) days prior written notice, to examination, inspection, copying, or audit by authorized IEHP personnel. The parties agree that books, records, documents, and other evidence of accounting procedures and practices related to OMNITRANS's cost structure, including overhead, general and administrative expenses, and profit factors will be excluded from IEHP's review.
- 3) Subcontracts. OMNITRANS will incorporate into any subcontracts the records retention and review requirements of this Section.
- 4) Inspection by OMNITRANS. IEHP shall permit an authorized representative of OMNITRANS, during standard business hours, to examine, inspect and audit all records and accounts pertaining to this program and this Agreement. IEHP shall make such items readily accessible to OMNITRANS, within five (5) business days of OMNITRANS notice to IEHP during the term of this Agreement and for a period of three (3) years from the date of expiration or termination of the Agreement.

16. EXCLUSION/DEBARMENT LISTS

- A. OMNITRANS represents that it, and the employees and consultants engaged under this Agreement, are not excluded, debarred, or suspended individuals/entities under any exclusion or debarment list relating to state or federal health care programs, including the Federal List of Excluded Individuals/Entities, System for Award Management, and the Suspended and Ineligible Provider List. OMNITRANS warrants that such status shall be maintained throughout the term of this Agreement.
- B. OMNITRANS understands that appearing on any such list requires IEHP to terminate this Agreement immediately, and prohibits IEHP from paying OMNITRANS for any services rendered on or after the date of exclusion. Should OMNITRANS be in receipt of payment for services rendered after the exclusion date, OMNITRANS agrees to submit a refund of such fees upon written notice by IEHP. IEHP expressly reserves its right to recoup payment of such fees under Section 3 (DISALLOWANCE).

17. NOTICES

Other than correspondences for which email communication is expressly reserved pursuant to the terms of this Agreement, all notices required or contemplated by this

Agreement shall be delivered to the respective parties in the manner and at the addresses set forth below or to such other address(es) as the parties may hereafter designate, in writing. Such notices will be deemed given if sent by certified United States mail or commercial courier, at the time of receipt confirmed by corresponding documentation.

IEHP:

Kurt Hubler
Chief Network Officer
IEHP
10801 Sixth Street, Suite 120
Rancho Cucamonga, CA 91730
(909) 890-2000
cc: Purchasing Department
Purchasing@iehp.org

OMNITRANS:

Wendy Williams
Director of Marketing & Planning
Omnitrans
1700 West Fifth Street
San Bernardino, CA 92411
(909) 379-7151

18. SEVERABILITY

In the event any provision of this Agreement is determined by any court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement will continue in full force and effect.

19. WAIVER

A waiver by a party of any breach of any one (1) or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same term or of any other term herein.

20. INDEPENDENT CONTRACTOR

It is understood and agreed that the relationship between the parties is an independent contractor relationship. Neither party, including its officers, agents, employees or subcontractors, shall be considered to be employees of the other, nor entitled to any benefits payable to such employees, including Workers' Compensation Benefits. None of the provisions of this Agreement shall be construed to create a relationship of agency, representation, joint venture, ownership, control or employment between the parties other than that of independent parties contracting for the purposes of effectuating this Agreement.

21. GOVERNING LAW; VENUE

- A. The provisions of this Agreement shall be construed in accordance with the laws of the State of California, excluding its conflicts of law provisions.
- B. The provisions of the Government Claims Act (*California Government Code Sections 900 et seq.*) must be followed for any disputes under this Agreement.

- C. All actions and proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state or federal (if permitted by law) courts located in the counties of San Bernardino or Riverside, State of California.

22. FORCE MAJEURE

Each party shall be excused from performing hereunder to the extent that it is prevented from performing as a result of any act or event which occurs and is beyond the reasonable control of such party, including, without limitation, acts of God, war, or action of a governmental entity; provided that the affected party provides the other party with prompt written notice thereof and uses all reasonable efforts to remove or avoid such causes.

23. ASSIGNMENT

A party may not sell, assign, transfer, or otherwise convey this Agreement without the prior express written consent of the other party. Any attempted assignment of this Agreement not in accordance with this Section shall be null and void.

24. CHANGE IN CONTROL

OMNITRANS must obtain IEHP's written consent prior to OMNITRANS entering into (i) any transaction or series of related transactions (including, but not limited to, any reorganization, merger, or consolidation) that results in the transfer of 50% or more of the outstanding voting power; or (ii) sale of all or substantially all of the assets of the OMNITRANS to another person or entity. In the event OMNITRANS fails to obtain IEHP's prior written consent, IEHP shall have the option to terminate this Agreement immediately.

25. ALTERATION AND/OR AMENDMENT

No alteration, amendment, or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto. Only the Governing Board of IEHP or designee may authorize any alteration or revision of this Agreement on behalf of IEHP. Notwithstanding the foregoing, amendments required due to legislative, regulatory or other legal authority do not require the prior approval of OMNITRANS and shall be deemed effective immediately (or such other time frame as required by law or regulation) upon OMNITRANS's receipt of notice. Notice of amendments required by law, regulation or other legal authority may be given to OMNITRANS via regular mail at the address provided in Section 18. NOTICES.

26. ENTIRE AGREEMENT

This Agreement, including all attachments, which are hereby incorporated in this Agreement, supersedes any and all other agreements, promises, negotiations or representations, either oral or written, between the parties with respect to the subject matter and period governed by this Agreement and no other agreement, statement or promise relating to this Agreement shall be binding or valid.

27. COUNTERPARTS; SIGNATURES

This Agreement may be executed in separate counterparts, each of which shall be deemed an original, and all of which shall be deemed one and the same instrument. The parties' faxed signatures, and/or signatures scanned into PDF format, shall be effective to bind them to this Agreement.

(SIGNATURE PAGE TO FOLLOW)

IN WITNESS WHEREOF, the parties hereto certify that the individuals signing below have authority to execute this Agreement on behalf of their respective organizations, and may legally bind them to the terms and conditions of this Agreement, and any attachments hereto. The parties have signed this Professional Services Agreement as set forth below.

OMNITRANS:

By: _____

P. Scott Graham
CEO/General Manager

Date: _____

INLAND EMPIRE HEALTH PLAN:

By: _____

Bradley P. Gilbert, MD, MPP
Chief Executive Officer

Date: _____

By: _____

Chair, IEHP Governing Board

Date: _____

Attest: _____

Secretary, IEHP Governing Board

Date: _____

Approved as to Form:

By: _____ By: _____

Haviva Shane
General Counsel
Omnitrans

Steve J. Sohn
Managing Counsel
Inland Empire Health Plan

Date: _____ Date: _____

ATTACHMENT A

SCOPE OF SERVICES

OMNITRANS

OMNITRANS shall provide a discount fare program (“Go Smart”) to IEHP that offers unlimited “fare-free” rides on all OMNITRANS buses to IEHP’s Eligible Members.

1. The purpose of the “Go Smart” program is to provide transit access to all IEHP Eligible Members with current valid identification cards. OMNITRANS shall allow each IEHP Eligible Member presenting a current, valid IEHP identification card to ride on all OMNITRANS fixed route buses, including sbX and OmniGo routes, operating under current Omnitrans published timetables. This program does not apply to OMNITRANS’s Access service for persons with disabilities.
2. OMNITRANS’s “Go Smart” program shall meet or exceed the requirements outlined below:

Description:

The Omnitrans Go Smart fare is a pre-negotiated fare for IEHP Eligible Members. Eligible Members must have an active, valid Omnitrans-compatible ID card for fare. ID cards will be compatible with the fare box on board buses.

A. Identification Cards:

- 1) IEHP shall produce all ID cards at its expense in accordance with the following:
 - a. ID cards shall be produced using equipment and software that are comparable with the following specifications:

Accepted Standard Card Sizes	CR-80 (3.375" L x 2.125" W / 85.6 mm L x 54 mm W); CR-79 adhesive back (3.313" L x 2.063" W / 84.1 mm L x 52.4 mm W)
Print Area	CR-80 edge-to-edge (3.36" L x 2.11" W / 85.3 mm L x 53.7 mm W); CR-79 (3.3" L x 2.04" W / 83.8 mm L x 51.8 mm W)
Accepted Card Thickness	Print only: .009" - .040" / 9 mil - 40 mil / .229 mm - 1.016 mm; print: .030" - .040" / 30 mil - 40 mil / .762 mm - 1.02 mm
Accepted Card Types	PVC or polyester cards with polished PVC finish; monochrome resin required for 100% polyester cards; optical memory cards with PVC finish; rewrite

- b. ID cards shall be produced with magnetic strips that are encoded with the necessary Eligible Member data for validation and data collection.
 - i. Eligible Member data shall consist of, Eligible Member name and a nineteen (19) digit unique number.
 - ii. The nineteen (19) digit unique number shall be comprised of nine (9) random numbers, nine (9) set numbers, and one (1) sequential number.

- c. The tracking data shall be encoded on a 5-bit scheme (4 data bits + 1 parity), allowing for sixteen possible characters, which are the numbers 0-9, plus the six characters (: ; < = > ?), Track 2 of the magnetic stripe.

B. Card Design:

- 1) IEHP shall create the card design to consist of:
 - a. IEHP name and/or logo
 - b. Card holder name
 - c. Card holder photo

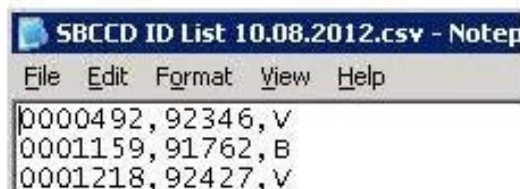
C. Testing:

- 1) OMNITRANS shall test the ID cards for compatibility with the fare boxes onboard buses.
 - a. A minimum of five (5) encoded cards will be tested.
 - b. Testing shall be completed within no less than two (2) weeks.
 - i. OMNITRANS shall test cards on OMNITRANS's system to ensure that the cards read correctly, and that data is captured correctly in required reports.

D. Implementation:

- 1) Upon completion of testing, IEHP shall electronically transmit to OMNITRANS a list of eligible ID card numbers, the "Active List" in accordance with the following:
 - a. IEHP shall go to <https://www.omnitrans.info/GoSmart> and sign up for an account using the "Signup" button and fill in the required information, using an IEHP company email as the email address. OMNITRANS will issue a confirmation email once account has been created.
 - b. Active Lists shall be uploaded via <https://www.omnitrans.info/GoSmart> in accordance with the following:
 - i. File must be CSV format. (See images below)
 - ii. No Header on the first row
 - iii. Do not trim off ID's leading zero
 - 1.Column 1: Company ID number
 - 2.Column 2: Participant unique identifier
 - 3.Column 3: Card version number

Notepad



Excel

	A	B	C
1	0000492	92346	V
2	0001159	91762	B
3	0001218	92427	V

Notepad

SBCCD ID List 10.08.2012.csv - Notepad
File Edit Format View Help
0000492,92346,V
0001159,91762,B
0001218,92427,V

Excel

Microsoft Excel - SBCCD ID List 10.08.2012.csv

	A	B	C
1	0000492	92346	V
2	0001159	91762	B
3	0001218	92427	V

- c. Technical Support: for any technical issues with the website, file format or data fields support is provided via gosmart@omnitrans.org.
 - d. Active Lists shall be uploaded once per week.
 - e. Upon receipt of an Active List, OMNITRANS shall activate ID card numbers and provide confirmation to IEHP within five (5) business days.
- 2) Upon receipt of an Active List, OMNITRANS shall:
 - a. Set up its system to accept and recognize the ID numbers provided on Active Lists.

E. Usage Validation:

- 1) OMNITRANS shall validate Eligible Member ride usage in accordance with the following:
 - a. On a daily basis OMNITRANS will compare the latest Active List to all of the IDs from IEHP that were used onboard an OMNITRANS bus.
 - b. Validation Report frequency
 - i. OMNITRANS shall provide a Validation Report along with the monthly invoice, in a format agreed upon by both parties.

F. Fraud Mitigation Plan:

- 1) IEHP shall be responsible for mitigating fraudulent use of its ID cards by issuing IDs to Eligible Members and by providing OMNITRANS with the Active List of IDs on a recurring, regular basis.
 - a. OMNITRANS shall rely on the "active" list provided by IEHP. When a card not on the list is used, it will go to the "bad list." This will cause an audible beep onboard the bus, alerting the driver to not accept the ID for payment. IEHP can view "bad list" data via the web portal.

G. Miscellaneous:

- 1) OMNITRANS shall notify IEHP of any technical change or upgrade requirements that affect the production of ID cards, with no less than six (6) months' prior notice of such change.

3. OMNITRANS' authorized subcontractors for the provision of services described herein:

<u>Name of Subcontractor</u>	<u>Description of Services to be Subcontracted</u>
MV Transportation	Fixed Route Bus Service

ATTACHMENT B

SCHEDULE OF FEES

OMNITRANS

1. OMNITRANS shall invoice IEHP electronically for the Go Smart Fare Program transportation service fees as described in the Program Agreement and this Attachment B, to IEHP's Accounts Payable Office at apinvoices@iehp.org. Each invoice shall cite OMNITRANS's name, address, and remit to address, description of the work performed, the time period covered by the invoice, the amount of payment requested, and include the monthly Validation Report.
2. OMNITRANS requests for reimbursements must comply with the requirements set forth in the Program Agreement and this Attachment B.

3. Requests for services shall be on an as needed basis. OMNITRANS's rates are as follows:

IEHP shall pay OMNITRANS the rate of \$1.00 per Eligible Member boarding, for the Initial Term. The rate shall apply to a maximum of fifty-five (55) boardings per calendar month per Eligible Member, with any additional boardings beyond fifty-Five (55) during a calendar month provided at no additional cost to an Eligible Member.

Pursuant to Sections 2(C) and 4(A) of the Agreement, the parties may agree to the increase of rates to be paid to OMNITRANS for any Extended Term following mutual agreement of the parties.

4. OMNITRANS' Travel Reimbursements are not included under this Agreement.

ATTACHMENT C

OWNERSHIP INFORMATION

Contractor's Name: _____

Tax Identification Number (TIN): _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____

President: _____ Contact Person: _____

Person Signing Contract: _____

Broker Representative: _____

Please circle below how your organization is legally organized:

- **Sole Proprietorship**
- **Partnership (LLC, etc.)**
- **Corporation**
 - **Privately Held Company***
 - **Publicly Traded Company**
 - **Non-Profit Entity**
- **Government Agency**
- **Other (please indicate):** _____

*If Privately Held Company, please indicate the below information of the owners, officers, stockholders, and creditors if such interest is over 5%.

<u>Name</u>	<u>Ownership/Creditorship % (If greater than 5% interest)</u>
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Authorized Signature

Date