



000-TFC-0000000000-11

### **Transit Benefit Program Partnership Agreement**

The purpose of this Partnership Agreement is to outline respective responsibilities of each partner in the implementation of transit benefit programs as administered by the U.S. Department of Transportation, Transportation Services (TRANServe), in both the National Capital Region and nationwide.

TRANServe provides transit benefit program administration and distribution services for **Template Customer Name** as described in the annual OST Customer Agreement. Specifically, TRANServe provides appropriate transit benefits to qualified participants deemed eligible by **Template Customer Name**.

- TRANServe will obtain and safeguard specific types and volumes of fare media in preparation for distribution to eligible employees at the **Template Customer Name**.
- TRANServe will process all enrollment applications for the Program, once those recipients have been approved by the **Template Customer Name**.
- TRANServe will test the controls over the activities for which it performs for **Template Customer Name** on a yearly basis. These controls will be highlighted in management's assurance statement provided to its customers in draft form in July and final copy in September.
- TRANServe will provide a monthly invoice with detailed reports to the **Template Customer Name** on employee participation in the Program. These reports will include a description of specific services provided that month such as the name of each employee who received transit benefits, the fare media expenses, vendor fees, billable hours, travel, mailing expenses, administrative and distribution costs. The monthly reports will be sent to the **Template Customer Name** no later than the 25<sup>th</sup> of each month for review and approval of charges for the previous month. TRANServe will make other reports from its Program database available upon the **Template Customer Name** request.
- TRANServe will maintain billing records and information in accordance with NARA guidelines and requirements to enable the **Template Customer Name** to comply with audit requirements. In addition, TRANServe will provide required technical consulting expertise to address audit issues that may occur.
- TRANServe will maintain a database that identifies all participants in the Program that are currently deemed eligible by the **Template Customer Name**, the original

effective date of program participation, the value of fare media provided and the effective date of termination, as appropriate.

- TRANServe will provide customer service support to all **Template Customer Name** Program coordinators to ensure participant enrollment is updated and accurate.
- TRANServe will distribute fare media on a mutually agreed upon basis to **Template Customer Name** approved transit benefit participants at the disbursement locations agreed upon by the **Template Customer Name** and TRANServe.
- TRANServe will meet with agency management to explain the conveniences, program savings, and other advantages of electronic fare media.
- TRANServe will provide presentations for employees, assisting them in the enrollment process.

As **Template Customer Name** enters into an annual Customer Agreement with TRANServe for administrative and distribution services, **Template Customer Name** retains key management responsibilities for its transit benefit program. These responsibilities include:

- Identification of a Program Coordinator to serve as a primary point of contact for interactions with TRANServe. **Template Customer Name** program coordinator will retain responsibility for communication with the **Template Customer Name** management structure and individual program participants.
- **Template Customer Name** will verify federal employees meet the requirements for participation in the transit benefit program as outlined in Executive Order 13150 “Federal Workforce Transportation,” April 21, 2000, and related statutory, regulatory, and administrative standards.<sup>1</sup> This includes a determination that employees are not receiving parking benefits and are using mass transit for the bulk of their commute to work.
- **Template Customer Name** is required to ensure employees are fully aware of their responsibilities for participation in the Program, such as:

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<sup>1</sup> The Economy Act of 1932, as amended, 31 U.S.C. § 1535

Code of Federal Regulations, Title 26, Volume 2 CITE: 26CFR1.132-9 (Revised as of April 1, 2003)

IRS Publication 15-B (Revised February 2007)

VOINOVICH Human Capital Legislation added to Homeland Security Bill July 24, 2002 permitting transit subsidies to interns

Federal Employees Clean Air Incentives Act, 5 U.S.C. & 7905, P.L. 103-172, December 2, 1993

1. Understanding the limitations of the transit benefit program
  2. Prohibitions against transferring or selling the fare media to anyone
  3. Potential penalties for misuse of, or making a false claim in obtaining, a transit benefit
  4. Not named on a worksite parking permit at any federal agency nor otherwise participating in a carpool
  5. Authorized to use the transit benefit only for their regular home to work transportation
  6. The amount of transit benefits received does not exceed actual monthly commuting cost by public transportation
  7. It is a violation of law to provide false or fraudulent information to obtain transit benefits, to transfer or to sell the transit benefit
  8. Personally responsible for adjusting the transit benefit amount upon changes to commuting methods or work schedules such as extended leave or telecommuting
- **Template Customer Name** will provide Program oversight including identification of any participants making false claims, selling, illegally transferring, or otherwise violating benefit requirements.
  - **Template Customer Name** is responsible for taking appropriate action for participants found to be violating program requirements.

TRANServe will provide administrative guidance, best practices, materials such as billing records, reports, invoices, resource tools, and expertise to the **Template Customer Name** .

TRANServe does not assume responsibility for ensuring **Template Customer Name** internal controls over the Program, nor does it take responsibility for ensuring recipient integrity with regard to the Program.

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Date

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Template Customer Name  
Program Manager

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Date

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DOT TRANServe  
Program Manager

Return to TRANServe with your FY-2011 Customer Agreement.