

RESOLUTION APPROVING PURCHASE OF TRANSPORTATION SERVICE CONTRACTS WITH THE ASHTABULA COUNTY TRANSPORTATION SYSTEM (23-3001-ERT & 23-3002-HRT); BLACK EAGLE TRANSIT CO. (23-3003-ERT & 23-3004-HRT); COUNTRY NEIGHBOR PROGRAM, INC. (23-3005-ERT & 23-3006-HRT); AND RICHMOND TRANSPORTATION (23-3007-ERT & 23-3008-HRT) SUNSET TRANSPORTATION & RENTALS, LLC, (23-3009-ERT & 23-3010-HRT) FOR EMPLOYMENT AND HEALTH RELATED TRANSPORTATION, ACDJFS

WHEREAS, on September 6, 2022 by Resolution No. 2022-394, proposals were awarded for Temporary Assistance for Needy Families (TANF); Title XX Social Service; and Transportation Programs; and

WHEREAS, it is now necessary to approve the Transportation agreements, as follows:

WHEREAS, Patrick Arcaro, Director of the Dept. of Job and Family Services, has presented the following contracts for the approval of the Board, to-wit:

ALL TERMS ARE EFFECTIVE: October 1, 2022 and ending September 30, 2023

SCOPE OF SERVICES: All sub grant agreements listed below provide Employment and Health related transportation services to eligible Ashtabula County residents.

ASHTABULA COUNTY TRANSPORTATION SYSTEM:

Provider: Ashtabula County Transportation System, 2924 Donahoe Dr., Ashtabula, OH 44004

- **Contract No.: 23-3001-ERT**
- **Cost: Not to Exceed, \$30,000.00**
- **Contract No.: 23-3002-HRT**
- **Cost: Not to Exceed, \$400,000.00**

BLACK EAGLE TRANSIT CO.:

Provider: Black Eagle Transit Co., 1853 W. Prospect Rd., Ashtabula, OH 44004

- **Contract No.: 23-3003-ERT**
- **Cost: Not to Exceed, \$30,000.00**
- **Contract No.: 23-3004-HRT**
- **Cost: Not to Exceed, \$600,000.00**

COUNTRY NEIGHBOR PROGRAM, INC.

Provider: Country Neighbor Program, Inc., PO Box 212, Orwell, OH 44076

- **Contract No.: 23-3005-ERT**
- **Cost: Not to Exceed, \$5,225.00**
- **Contract No.: 23-3006-HRT**
- **Cost: Not to Exceed, \$353,941.50**

RICHMOND TRANSPORTATION

Provider: Richmond Transportation, 1813 E. 51st St., Ashtabula, OH 44004

- **Contract No.: 23-3007-ERT**

- **Cost: Not to Exceed, \$30,000.00**
- **Contract No.: 23-3008-HRT**
- **Cost: Not to Exceed, \$600,000.00**

SUNSET TRANSPORTATION & RENTALS, LLC

Provider: Sunset Transportation & Rentals, LLC, 4519 E. Maple Rd., Geneva, OH 44041

- **Contract No.: 23-3009-ERT**
- **Cost: Not to Exceed, \$30,000.00**
- **Contract No.: 23-3010-HRT**
- **Cost: Not to Exceed, \$600,000.00**

THEREFORE, BE IT RESOLVED, By the Board of Commissioners of Ashtabula County, Ohio that the Agreements, as noted above, are approved in accordance with the copies now on file in this office.

ASHTABULA COUNTY COMMISSIONERS
CERTIFICATION PAGE

Resolution No. 2022-414

September 20, 2022

RESOLUTION APPROVING PURCHASE OF TRANSPORTATION SERVICE CONTRACTS WITH THE ASHTABULA COUNTY TRANSPORTATION SYSTEM (23-3001-ERT & 23-3002-HRT); BLACK EAGLE TRANSIT CO. (23-3003-ERT & 23-3004-HRT); COUNTRY NEIGHBOR PROGRAM, INC. (23-3005-ERT & 23-3006-HRT); AND RICHMOND TRANSPORTATION (23-3007-ERT & 23-3008-HRT) SUNSET TRANSPORTATION & RENTALS, LLC, (23-3009-ERT & 23-3010-HRT) FOR EMPLOYMENT AND HEALTH RELATED TRANSPORTATION, ACDJFS

Upon the motion of Kathryn L. Whittington, seconded by Casey R. Kozlowski.

VOTE:

J.P. Ducro IV

Aye

Casey R. Kozlowski

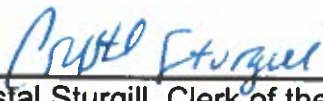
Aye

Kathryn L. Whittington

Aye

CERTIFICATE OF CLERK

IT IS HEREBY CERTIFIED that the foregoing is a true and correct transcript of a resolution acted upon and duly passed by the Board of County Commissioners of Ashtabula County, Ohio, on the date noted above.


Crystal Sturgill, Clerk of the Board, *Acting*
Board of County Commissioners
Ashtabula County, Ohio

PURCHASE OF TRANSPORTATION SERVICE CONTRACT FOR HUMAN SERVICE PROGRAMS

Contract # 23-3001-ERT

This contract made and entered into on the 1st day of October 2022 by and between the Ashtabula County Job & Family Services and the Ashtabula County Board of County Commissioners or its governing body (hereinafter referred to as ACJFS), and Ashtabula County Transportation System (ACTS), located at: 2924 Donahoe Drive, Ashtabula, Ohio 44004 and whose phone number is: 440-994-2502, (hereinafter referred to as Provider) to provide transportation services for a variety of programs to ACJFS.

Pursuant to Chapter 5101 of the Ohio Revised Code, and rules promulgated by the Ohio Department of Job & Family Services, the ACJFS is authorized to contract with public or private agencies for the purchase of services. The following are the terms of the contract.

1. **Purchase of Service:** Subject to terms and conditions set forth in this contract and the attached Exhibits (such exhibits are deemed to be a part of this contract as fully as if set forth herein), ACJFS agrees to purchase for, and Provider agrees to furnish to, eligible individuals those specific services as detailed in Exhibit I, (the Request for Proposal).
2. **Purpose:** ACJFS and Provider agree to coordinate services detailed in Exhibit I, and to make all reasonable efforts to coordinate with other service providers, to establish a cooperative, comprehensive county plan for an effective ACJFS transportation program. Provider agrees to ensure that the funds included in this Agreement are used, and the family services duties for which the grants are awarded are performed, in accordance with conditions, requirements and restrictions applicable to the duties established by the Departments and state and federal and local laws, as well as the federal terms and conditions of the grant award.
3. **Contract Period:** This contract will be effective from October 1, 2022 through September 30, 2023 inclusive, and thereafter subject to renewal, at ACJFS' option, for up to two (2) additional time periods unless otherwise terminated.
4. **Availability of Funds:** Payment for all services provided in accordance with provisions of this contract are contingent upon availability of (and will not exceed the total of) local, state and federal matching funds. The total amount of reimbursement available under this contract will not exceed:
\$ 30,000.00
5. **Cost and Delivery of Purchased Services:** Subject to the limitations specified in Article 4 hereof and as detailed in Exhibit I showing individual rates.
6. **Eligibility of Services:** Eligibility shall be considered when ACJFS determines the participant to be eligible for one or more of the following programs: **OWF, SNAP ET/ABAWD, SNAP ET, LEAP, PRC**. Employees of the Provider cannot transport their own family or themselves to appointments that are paid for by ACJFS. Exceptions to this policy will be reviewed and approved or denied on a case by case basis by ACJFS.
7. **Non-Eligible Service:** Individuals who are not eligible for the Human Services programs may use transportation as space permits, with the cost of service being recovered as outlined in a separate

agreement by Provider and the referral agency. Individuals eligible for ACJFS Programs shall have priority over all others when ACJFS has authorized the purchase of service.

8. **Fees**: No additional fees will be charged by the service provider to ACJFS eligible individuals for authorized service. Non ACJFS clients who may ride with that individual will be charged the normal and customary fare.
9. **No Show Fees**: A Provider cannot charge "no show" fees due to state Medicaid payment rules that do not allow billing for services not rendered.
10. **Payment for Purchased Service**: Monthly invoices are due to ACJFS by the 15th of the month following the month of service. Repeated untimely and/or incorrect invoices will be grounds for termination pursuant to Contract Section 14, Termination. ACJFS is not responsible for delayed payments due to late, incorrect or incomplete invoices. All invoices submitted will be subject to audit and adjustments by ACJFS and the Ohio Department of Job and Family Services (ODJFS) after payment is made. Attention is directed to Contract Section 25, Responsibility for Audit Exceptions.
11. **Invoice Format**: Provider's invoice will consist of:
 - (1) A one-page summary invoice signed by an authorized representative and will include:
 - Contract number
 - Service month and year
 - Provider's name, address, telephone number and billing contact person's name
 - Total amount invoiced for the month
 - (2) An electronic spreadsheet (provided by ACJFS or another approved format agreed to by both ACJFS and Provider). Provider will include all service provided during the service month on the spreadsheet and the following information for each trip:
 - ACJFS program to be charged
 - Date of trip
 - Client last name
 - Client first name
 - Client pickup address
 - Client destination address
 - Stop(s) address(es)
 - PCA (personal care assistant) name(s) or indication if person is a PCA
 - Total trip mileage
 - Mileage rate
 - Number of one-way trips per passenger
 - Wait start & stop times
 - Total wait minutes being charged
 - Wait time rate
 - Indication if trip is a lift
 - Total trip charge
 - Indication of whether trip was shared with other ACJFS client (to split cost of trip)
 - Driver's name
 - Report no-shows and cancellations as that could affect the eligibility of the client.
12. **Splitting the Cost of Trips**: Provider is required to split the charge among all ACJFS client passengers for multiple passenger trips.

13. **Duplicate Billing:** Provider warrants that claims made to ACJFS for payment for purchased services shall be for actual services rendered to eligible individuals and do not duplicate claims made by Provider to other sources of public funds for the same service.
14. **Amendment of Contract:** This contract may be amended at any time by a written amendment signed by both parties.
15. **Termination:**
 - a. In the event that Provider does not faithfully and promptly perform its responsibilities and obligations under this contract as determined by ACJFS, ACJFS may terminate the contract by providing Provider with written notice thirty days in advance of the termination date.
 - b. In the event that ACJFS does not faithfully and promptly perform its responsibilities and obligations under this contract, Provider may terminate the contract by providing ACJFS with written notice thirty days in advance of the termination date.
 - c. This contract may be terminated by mutual agreement of the parties. If terminated under this provision, the effective date of termination will be thirty days after the date on which the two parties reach their decision.
 - d. Notwithstanding Sections (a), (b), and (c) of this Article, if the federal and/or other funds designated for the individual program are not available or substantially reduced to ACJFS in an amount adequate to support the activities under this contract as determined by ACJFS, ACJFS may terminate this contract. Such termination is not subject to advanced written notice but will be effective on the date federal and /or other funds are no longer available, or later as stipulated by ACJFS and all reimbursement to Provider will cease as of that date.
16. **Subcontracting:** When deemed necessary to deliver services of the quantity and quality specified in Exhibit I, Provider may subcontract. All such subcontracts will be in the same form as this contract and subject to the same terms, conditions, and covenants contained herein. No such subcontracts shall in any case release Provider of its liability under this contract. Provider is responsible for making direct payment for such services.
17. **Independent Contractors:** Providers, agents, and employees of Provider or the subcontractors will act in performance of this contract in an independent capacity and not as officers or employees or agents of the State of Ohio or ACJFS.
18. **Vehicle Maintenance and Inspection:** The Provider agrees to provide documentation upon request that an annual vehicle inspection for each vehicle has been conducted by the Ohio State Highway Patrol safety inspection unit, or a certified mechanic as outlined in Exhibit I (Request for Proposal) Appendix I-A. The failure to provide documentation may result in suspension of the contract and/or contract termination.
19. **Background Checks:** The Provider agrees to provide background checks of all employees that provide direct services to transportation participants and provide copies of the background checks to ACJFS within 30 calendar days of entering into an agreement and within 30 days of new hire background checks.
20. **Incident and Accident Reports:** Provider will provide ACJFS with a written report of all incidents or

accidents within 48 hours of the occurrence. Reports will be provided immediately or as soon as reasonably possible in cases of ACJFS passenger injury or death.

21. **On Time Performance:** The Provider agrees to arrive within the range time. Range time is defined as 15 minutes either side of the scheduled time. Provider agrees to ensure at least a 95% on time performance rate. Any questions regarding a pickup must be verified with Provider's base while the driver is at the pick-up site. If the late pick up is a result of Provider's inability to locate the pick-up site, ACJFS will not pay for additional mileage incurred while attempting to locate the pick-up site.
22. **Complaint Procedure:** Provider and ACJFS will implement a written complaint procedure to report and resolve any passenger complaints.
23. **Communication:** Provider vehicles and/or drivers will be equipped with some form of two-way communication at all times, i.e., two-way radio, cellular phone.
24. **Financial Records:** The Provider shall maintain independent books, records, payroll, documents, accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract. Such records shall be subject at all reasonable times for inspection, review, or audit by duly authorized federal, state, and ACJFS personnel. Such records shall also be subject to inspection by the individual or entity selected for the audit required by Article 25 of this contract.
25. **Responsibility for Audit Exceptions:** Provider agrees to accept responsibility for receiving, replying to, and/or complying with any audit exception by appropriate state or federal audit directly related to the provisions of this contract.
26. **Availability and Retention of Records:** All records relating to costs, work performed and supporting documentation for invoices submitted to ACJFS by the provider along with copies of all deliveries submitted to ACJFS pursuant to this contract shall be retained and made available by the provider for audit by the State of Ohio (including but not limited to ODJFS, the Auditor of the State of Ohio, Inspector General or duly appointed law enforcement officials) and agencies of the United States government for a minimum of three years after payment under this contract. If an audit is initiated during this time period, the provider shall retain such records until the audit is concluded and all issues resolved.
27. **Confidentiality:** Provider agrees that information concerning eligible individuals shall only be used in support of the ACJFS programs. Disclosure of information by Provider, Provider's employee's, Provider's Sub or Independent contractor for any other purpose is prohibited except upon the written consent of the eligible individual. Both Provider and ACJFS will complete the necessary consent forms with participants so that information can be exchanged as needed.
28. **Civil Rights:** ACJFS and the Provider agree that as a condition of this contract, there shall be no discrimination against any client or any employee because of race, color, sex, religion, national origin, or any other factor as specified in Title VI of the Civil Rights Act of 1964 and subsequent amendments. The Provider hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.); Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794); the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.); all provisions required by the implementing regulations of the Department of Agriculture and Department of Health and Human Services; Department of Justice Enforcement Guidelines (28 CFR Part 50.3 and Part 42) and Department of Agriculture, Food and Nutrition Services (FNS) directives and guidelines, to the effect that, no person shall on the grounds of race, color, national origin, sex,

religious creed, age, political beliefs, disability, or reprisal or retaliation for prior civil rights activity, be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under any program or activity for which sub-grantee receives Federal financial assistance from FNS. In addition, the Provider agrees to provide assistance to persons with Limited English Proficiency (LEP) in their programs and activities as further outlined in Executive Order 13166, reprinted at 65 FR of the Title VI Civil Rights Act. It is further agreed that the Provider will comply with all appropriate federal and state laws regarding such discrimination and the right to any method of appeal will be made available to all persons served under this contract. Any non-compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this contract.

29. **Indemnity and Insurance:**

a. **Indemnity:** Provider agrees that it will, at all times during the existence of this contract, indemnify and save harmless the ACJFS and the Ohio Department of Job & Family Services and their employees, and the Ashtabula County Commissioners, against any and all liability, loss, damage, and/or related expenses incurred through the provision of services under this contract.

b. **Insurance:** Provider will maintain insurance coverage in an amount reasonably necessary to adequately secure the persons and estates of eligible individuals against reasonable foreseeable torts which could cause injury or death resulting from the lawful performance of this Contract.

Minimum coverage for General Liability in the amount of \$1,000,000.00 each occurrence and Automobile Liability \$1,000,000.00 each occurrence. Any lapse in coverage may result in suspension of the contract and/or contract termination.

30. **Monitoring and Evaluation:** ACJFS and the Provider will monitor the manner in which the terms of the contract are being carried out. ACJFS reserves the right to schedule monitoring visits at regular intervals or may request detailed reports from the Provider. The Provider agrees to provide ACJFS reports relative to the effective operation of the program as specified in Exhibit I. ACJFS may perform at least one on-site monitoring visit during the contract period. Provider and ACJFS may meet at mutually agreed upon times for the purpose of reviewing service data and contract issues.

31. **Accessibility of Program to the Public:** ACJFS and Provider agree to make all reasonable efforts to allow public access to the program by providing convenient hours for public contact, and adequate availability of staff for public inquiries.

32. **Accessibility to the Handicapped:** Provider agrees as a condition of the contract to comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), all requirements imposed by the applicable HHS regulations (45CFR, Part 84) and all guidelines and interpretations issued pursuant thereto. Any agency found to be out of compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this contract.

33. **Maintenance of Service:** The Provider certifies that the services being reimbursed are not available from the provider on a non-reimbursable basis or for less than the unit cost. The provider certifies that they will not use the federal funds to supplant non-federal funds for services.

34. **Referral:** ACJFS and Provider agree that the responsibility and control of the referral process remains with ACJFS. Provider will not exclude or reject a referral without the consent of ACJFS.

35. **Equal Employment Opportunity**: The Provider will comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented in Department of Labor regulations 41 CFR Part 60.
36. **Patent Rights, Copyrights and Rights in Data**: All contracts are subject to the provision and conditions of Patent Rights and Copyrights and Rights in Data.
37. **Clean Air**: For contracts exceeding \$100,000.00, the Provider agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 USC §§ AA 7401 et seq.
38. **Debarment**: The Provider certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. For contract exceeding \$100,000.00, the provider shall submit an "Integrity Certification" regarding debarment, suspension, and other responsible matters.
39. **Lobbying**: The Provider certifies that no funds appropriated by this contract will be used for lobbying as described in 31 USC 1352. For contracts exceeding \$100,000.00, the selected provider shall submit a "Certification Regarding Lobbying" as required by 49 CFR part 20.
40. **Licensing**: The Provider agrees to possess and maintain current all applicable business permits and licenses including those relevant to the operation of a taxicab and or transportation service. Any lapse in permits, licenses or certifications will result in contract suspension, pending termination. Provider agrees to provide copies of same to ACJFS upon request.
41. **Americans with Disabilities Act**: The Provider agrees to comply with the Americans with Disabilities Act of 1990.
42. **Child Support Enforcement**: Provider agrees to cooperate with ACJFS and any Ohio Child Support Enforcement Agency (CSEA) in ensuring employees of the provider meet child support obligations established under state law. Further, by executing this contract, the provider certifies present and future compliance with any court order for withholding of support which is issued pursuant to sections 3113.21 and 3113.214 of the Ohio Revised Code.
43. **Partial Invalidity**: A judicial or administrative finding or decision that any part of this contract is illegal or invalid shall not invalidate the remainder of the contract.
44. **Prohibition of Assignment of Claims**: The assignment of claims under the Assignment of Claims Act of 1940, as amended, 31 U.S.C. 3727, 41 U.S.C. 15 is prohibited.
45. **Conflict of Interest**: Provider shall not engage in any conflict of interest actual or apparent, or attempt to influence the selection, award, or administration of a contract under ACJFS.
46. **Accreditation and Compliance with Tax, License and Insurance Requirements**: The Provider shall comply with all federal, state and local laws and accreditation and compliance with tax, license and insurance requirements. All required insurance shall be kept current throughout the term of the contract.
47. **Drug Free Workplace**: The Provider agrees to comply with all federal, state, and local laws relating to the Drug Free Workplace Act.

Therefore, the below listed parties enter into this contract as stated in Sections 1 through 47 inclusive.

SIGNATURES:



Patrick J. Arcaro, Executive Director
Ashtabula County Job & Family Services

09/01/2022
Date







Ashtabula County Board of Commissioners

9-20-22
Date

Exhibit I

(Fee Schedule)

**Request for Proposals
For
Transportation Services**

**Health Related Transportation
Employment Related Transportation**

Issued by:

**The Ashtabula County Job & Family Services
(ACJFS)
2924 Donahoe Drive
Ashtabula, Ohio 44004**

Issue Date:

June 15, 2022

RFP Number:

ACJFS RFP #4-22

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Health Related & Employment Related Transportation Services

I. Introduction

The Ashtabula County Job & Family Services (ACJFS) and the Ashtabula County Board of County Commissioners, or its governing body, is accepting proposals for Transportation Services for within and outside of Ashtabula County serving Ashtabula County residents determined eligible for Prevention, Retention and Contingency (PRC), Ohio Works First (OWF), Food Assistance Employment and Training (FAET), Title XX Social Services Block Grant (Title XX), Non-Emergency Transportation (NET) and/or Pregnancy Related Services (PRS). Transportation options are needed for transport to health care appointments, employment, school, daycare facilities, or other locations deemed necessary under supportive services for FAET.

It is the responsibility of the Applicant to be aware of and maintain all required licenses and certifications necessary to provide the proposed service. Applicant proposals must demonstrate ability and experience in providing the service.

Ride Data

For the period of 10-1-20 to 9-30-21, 27,299 rides were provided to participants of the program/eligibility categories referenced. A ride equals 1 passenger transported 1 way.

The term "Applicant" as used in this RFP refers to the individual or entity submitting a proposal.

The term "Provider" as used in this RFP refers to an "Applicant" who is selected to receive a contract or sub-grant agreement as a result of this RFP process.

The term "Agreement" as used in this RFP refers to either a contract or sub-grant agreement award.

As a result of this RFP process and based on the quality of proposals received, ACJFS may proceed in any of the following manners including but not limited to:

1. Award an agreement to one or more applicants for the provision of transportation services. Agreements are awarded based on available funding per program/eligibility category (PRC, OWF, FAET, Title XX, NET & PRS) and ACJFS' determination of need for each program. ACJFS may award an agreement to an applicant for one or more of the program/eligibility categories.
2. Reject any or all proposals, or any part thereof without cause.
3. Not award an agreement through this RFP process, based on the quality of the proposals submitted.
4. Not select any applicant should ACJFS decide not to proceed.
5. Waive any informality in the proposals.

ACJFS reserves the right, if necessary, to contract with multiple applicants to develop a comprehensive transportation coordination, scheduling, and service delivery plan to best meet the needs of those determined eligible for program/eligibility categories.

II. RFP Schedule and Submission Information:

RFP Schedule of Important Dates:

RFP Release	Date: 6-15-22
Question Period Begins	Date: 6-15-22
Pre-Proposal Conference	Date: 7-6-22 @ 10:00 a.m.
Question Period Ends	Date: 7-6-22 @ 4:00 p.m.
Proposals Due to Ashtabula County Board of Commissioners	Date: 7-14-22 @ 2:30 p.m.
Agreement Effective Date	Date: 10-1-22

Pre-Proposal Conference:

A pre-proposal conference will be held on **Wednesday, July 6, 2022, at 10:00 a.m.** at
ACJFS: 2247 Lake Avenue – OhioMeansJobs office, Ashtabula, Ohio 44004.

Contact Person:

All proposal process questions must be in writing and sent via email or fax prior to **4:00p.m. on 7-6-22** to:

ATTN: Renee Dragon, Program Evaluator

Email: RENEE.DRAGON@jfs.ohio.gov

Fax: 440-998-4253

Proposal Delivery:

Mail or deliver one (1) master copy and three (3) duplicates (total of 4) of the entire written proposal in a sealed envelope or package in the required format to:

The Ashtabula County Board of Commissioners

Attention Lisa Hawkins

25 West Jefferson Street

Jefferson, Ohio 44047-1092

**The sealed envelope containing the proposal must be received no later than 2:30 p.m. on 7-14-22
and clearly marked with the applicant's name, address and RFP number:**

ACJFS RFP #4-22

III. Applicant Requirements, Inspections and Compliances:

Applicants shall understand, agree, and comply with the following sections:

Requirements:

1. Be a formally organized business or service agency providing the services proposed.
2. Operate the business in compliance with all applicable federal, state, and local laws, and shall comply with:
 - a. non-discrimination laws, federal wage and hour laws, and workers' compensation laws in the recruitment and employment of individuals.
 - b. non-discrimination laws in the provision of services.
 - c. federal rules and statutes take precedence over these conditions in cases where discrepancies between these exist.
 - d. all Federal, State of Ohio, and local laws, rules, executive orders and other legal requirements as they apply to public transportation including drug abuse and alcohol misuse requirements as appropriate.
3. Provide evidence supporting financial responsibility in the coverage of participant loss due to theft, property damage, or personal injury, and have a written procedure which identifies the steps a participant must take to file a liability claim.
4. Have a written procedure for reporting, documenting, investigation and follow-up of all participant incidents and complaints.
5. A provision of any Agreement entered into with ACJFS requires that Applicants must perform background checks of all employees that provide direct services to transportation participants. A criminal background check must be performed in accordance with section 109.572 of the Revised Code for each direct service employee and applicant. The result of the criminal background check must substantiate that no direct service employee or applicant on whom the criminal background check was performed has ever been convicted of or pleaded guilty to any offence listed in divisions (A)(3)(a) to (A)(3)(e) of section 109.572 of the Revised Code.
6. Applicants must comply with the Drug Free Workplace Act.
7. It is the responsibility of the Applicant to be aware of and maintain all required licenses and certifications necessary to provide the proposed service.
8. The Applicant shall document that all utilized vehicles have insurance in compliance with Ohio's financial liability law requirements. A copy of the certificate of insurance and vehicle registration shall be maintained in each vehicle.
9. The Applicant shall document that all vehicle operators and owners maintain proof of financial responsibility as required in section 4509.101 of the ORC for motor vehicles.
10. The Applicant shall document that each vehicle operator has current/valid Ohio motor vehicle operator's license or a license appropriate to the vehicle (i.e., commercial driver's license) and have at least two years of licensed driving experience.
11. The Applicant shall document that an annual OBMV check on vehicle operators has been successfully completed. ACJFS reserves the right to request verification of a current driving record for any direct service worker.
12. The Applicant shall ensure that drivers are trained and knowledgeable in hands-on transfer techniques prior to transporting participants which will include but not be limited to: observation for signs of difficulty, proper way to offer to assist participant, proper assistance techniques and that each operator has been trained and skill-tested in the proper use of the wheelchair lift and securing mechanisms prior to transporting any wheelchair-bound participant.

Inspections and Compliances:

The Applicant is responsible for assuring the safety of each vehicle used to transport participants according to these standards:

1. The Applicant shall have a written plan for regularly scheduled maintenance and safety inspection of vehicles used and must document compliance with the plan.
2. Per O.R.C. 4766.04(A) any person who furnishes, operates, conducts, maintains, advertises, engages in, or proposes or professes to engage in the business or service of transporting people who are seriously ill, injured, or otherwise incapacitated or who require the use of a wheelchair or are confined to a wheelchair are required to be licensed by the Ohio Division of Emergency Medical Service.

3. All vehicles shall:
 - a. Be equipped with seat belts for each individual transported, unless the vehicle is exempted by state law.
 - b. Have documentation that an annual safety inspection has been conducted through either the Ohio State Highway Patrol safety inspection unit, or a certified mechanic as outlined in Appendix I-A.
 - c. Vehicles designed for transporting five or more individuals shall be equipped with emergency equipment specified in Appendix I-A.
4. Vehicles equipped for transporting participants remaining in wheelchairs shall:
 - a. Be equipped with permanently installed floor wheelchair restraints for each wheelchair position used
 - b. Have documentation of daily inspection and testing of the wheelchair lift prior to transporting any participant that day as outlined in Appendix I-B.

IV. Proposal Specifications & Format:

Proposal Information:

All proposals submitted in response to the RFP will become the property of ACJFS and may be returned only at ACJFS' option and at the applicant's expense. In order to ensure fair and impartial evaluations, Proposals and any documents or other records related to a subsequent negotiation for a final agreement that would otherwise be available for public inspection and copying under section 149.43 of the Ohio Revised Code shall not be available until after the award of the agreement.

Proposal Cost:

The costs of developing proposals are entirely the responsibility of the applicant and shall not be chargeable to ACJFS under any circumstances. ACJFS is under no obligation to compensate the applicant for any expenses incurred as a result of the RFP process.

Proposal Communication:

From the issuance date of this RFP, until the evaluation of proposals has concluded, there may be no communications concerning this RFP between any applicant or possible applicant and any employee of ACJFS, or any other individual who in any way is involved in development or selection process of this RFP or the submitted proposals. All verbal communication must be restricted to the pre-proposal conference. Questions must be submitted in writing. Any verbal questions will not be answered except at the pre-proposal conference. Attempts to make prohibited communications by potential applicants may result in the disqualification of those applicants' proposals.

Proposal Format:

To assure each proposal receives the same orderly review, it is required that all proposals be submitted in the format as described in this section. Proposals must be easily reproduced, on quality paper, single spaced, clearly formatted to Times New Roman (or similar) 12-point font, and not stapled (please use binder clips or paper clips, if possible.) The proposal, including one (1) master, and three (3) copies, must be in a sealed envelope. Each section 1 - 4 will be clearly identified with cover pages provided, and if possible, identification on each page explaining to which section it belongs.

The proposal must be organized in the following format:

Cover Page (not provided) - A proposal cover page is required, including the applicant's name, the RFP title & RFP number. The cover page must clearly identify the proposal as a "master" or "copy".

Proposal Checklist - (Attachment E) must be submitted with "Master" copy only. If an Applicant feels that any of the required documents is not applicable to their organization, a narrative is required and must be submitted with the appropriate cover page.

Section 1 - Application Information (Attachment A):

Applicants will complete this section, identifying organization name, address, and other background information. The master copy of each proposal must have an original applicant information page with an original signature in blue ink. The proposal must be signed by an individual who is authorized to bind the applicant contractually. The signature must indicate the title or position the individual holds in the applicant's organization. Unsigned proposals will be rejected.

Section 2 - Required Documents:

Applicants shall submit the following with their proposal: (Cover pages are provided in Attachment C for each item and must be included with the proposal, preceding and identifying each required document).

A. Financial Statement Requirement: (with master copy only)

1. Most recent Financial Audit (prepared in accordance with Auditing Standards Generally Accepted in the United States of America). The audit report must cover a twelve-month period and be within the applicant's most recent two fiscal years.

-or-

2. If the applicant does not normally have an independent audit, ACJFS will accept a Compilation or Review Report prepared by an independent accountant for the applicant's most recent fiscal year end. The statement must be prepared in accordance with Statements on Standards for Accounting and Review Services Issued by the American Institute of Certified Public Accountants. These statements are prepared in accordance with Generally Accepted Accounting Principles (GAAP).

In lieu of financial statements prepared on the accrual basis (GAAP), ACJFS will accept financial statements prepared on the cash or income tax basis of accounting with full disclosure.

- B. Articles of Incorporation
- C. Proof of Liability Insurance/Other Required Insurance
- D. Equal Employment Opportunity - Affirmative Action Plan
- E. Professional or Operating licenses
- F. Documents used for Monitoring
- G. Employee Training Program description
- H. If applicable: a copy of the license(s) to operate the taxicab company in each area of service
- I. Documentation of licensure and certification by the Ohio Division of Emergency Medical Service, if applicable
- J. Affidavit of Delinquent Personal Property Tax ORC 5719.042
- K. Affidavit of Non-Collusion
- L. Non-Discrimination Agreement O.R.C. 153.59
- M. Representations, Assurances, and Certifications document
- N. Certification Regarding Lobbying
- O. OMB Circular 2 CFR 200 Audit Certification Form
- P. Background checks of all employees that provide direct services to transportation participants.

Section 3 - Program Planning and Development:

The Program Planning and Development section must include the following information:

- A. Program description: Provide a description of how the program service specifications will be fulfilled. The description should demonstrate the applicant's understanding of the program as described in the RFP.
- B. Provide a summary of service and description for each of these areas:
 1. Days and hours service is available. ACJFS seeks to provide services 24 hours a day, 7 days per week.
 2. The number of years the applicant has been providing service(s) similar to the proposed service(s), resulting in relevant experience.
 3. Specifications:
 - (a). A detailed description of the Applicant's method of calculating a trip charge. ACJFS reserves the right to negotiate with individual applicants the method of charging trip mileage.

- (b). Define a round trip ride.
 - (c). Describe the method of charging a "shared" trip.
 - (d). Number of vehicles used to provide service, passenger capacities and number of wheel-chair lift equipped vehicles.
 - (e). Identify procedures to efficiently provide services to multiple passengers while avoiding excessively long trips.
 - (f). Schedule trips to ensure that the average waiting time for pick-up or delivery does not exceed fifteen (15) minutes from the stated pick-up or delivery time.
 - (g). Develop procedures to accommodate last minute requests, scheduling changes, late running vehicles and "no-shows".
 - (h). Assure that ninety percent (90%) of shared-ride trips take no more than 30 minutes more than the time required to accomplish the same trip, at the same time of day, under the same weather and traffic conditions, as on a non-shared basis.
 - (i). Report all incidents, accidents or complaints to ACJFS within 24 hours of the occurrence. Any accident involving passenger injury needs to be reported to ACJFS immediately or if during
- C. Geographic service areas: Applicants shall provide a narrative that addresses how they plan to deliver services both within and outside of Ashtabula County.
 - D. Organizational structure: State the history of the applicant organization. Include date of incorporation, main source of financial support, organizational chart, Board of Trustees and/or Advisory members.
 - E. Applicant/Staff Qualifications: An explanation of qualified staff associated with the proposed service must be provided, as well as job descriptions for all positions addressed in the program description and budget in order to demonstrate an acceptable level of staff experience and capabilities in performance of the proposed service.

When completing sections 2 and 3, if an applicant feels that one or more of the requirements does not apply, a narrative reflecting the reason a requirement does not apply must be included.

Section 4 - Applicant Budget (Attachment B):

An electronic copy of applicant budget is available upon request.

All applicants are required to submit an Applicant Budget (Attachment B) which establishes a unit rate(s) for the proposed service. The unit rate shall include all costs associated with program including administrative, training, and record documentation. All rates included in the proposal are subject to negotiation if an applicant is awarded an agreement.

Unit of Service:

- 1. A unit of service is equal to one mile.
- 2. Proposals must include a standard all-inclusive rate per mile for all forms of transportation, all types of vehicles (standard passenger vehicle, van or mini-van, or wheelchair lift equipped vehicle). The standard rate must cover all trips either within Ashtabula County or Outside of Ashtabula County. The rate shall not include any type of "base" or "surcharge" fee.

Published Public Rates: Proposals must include published public rates if the Provider offers services to the general public.

V. Evaluation and Selection Process:

Proposal Evaluation:

The review process will be conducted in two (2) stages. Stage 1 will consist of a preliminary review to ensure that the proposal adheres to the minimum requirements specified in the RFP. Proposals which adhere to the minimum requirements will be deemed "Qualified". Those which do not, will be deemed "Non-Qualified". Partial submissions or proposals submitted after the designated deadline will be determined to be "Non-Qualified". "Qualified" proposals will then be reviewed in Stage 2, in accordance with the review process.

Stage 1 Review:

“Qualified” proposals in response to the RFP must meet the following requirements:

1. Timely Submission - The proposal is received at the address designated in the RFP and according to instructions. Proposals mailed but not received at the designated location by the specified date will be deemed “Non-Qualified” and will not be considered.
2. Completeness of Submission - proposal submission must include:
 - a. Required number of copies: 1 master and 3 copies (4 total)
 - b. Section 1 Applicant Information Page (Attachment A)
 - c. Section 2 Required Documents A,B,C,D,E,F,G,H,I,J,K,L,M,N,O,P
 - d. Section 3 Program Planning & Development
 - e. Section 4 Applicant Budget, Published Public Rates, Other Negotiated Rates

Proposals which do not meet all of the above stage 1 review requirements will be deemed “Non - Qualified” and will not be reviewed in stage 2.

Stage 2 Review:

All “Qualified” proposals will be reviewed and evaluated. At any time during the review process ACJFS may request additional information from the Applicant. The evaluation will include, but will not be limited to:

- Information obtained from Program Planning and Development (Section 3):
 - A. Applicant’s program description shows understanding of the services requested and provides a detailed description of how the service specifications will be fulfilled.
 - B.1 Ability to adequately service clients according to hours of operation as stated in RFP.
 - B.2 Applicant demonstrates experience with this service or similar service. If experience is not available, applicant shows they qualify to provide the services without prior experience.
 - Applicant has thoroughly defined the method of charging for trips.
 - The Applicant has sufficient vehicle capacity to meet the needs of the program.
 - Applicant demonstrates the ability and experience for scheduling of trips, shared rides, effective utilization of vehicle capacities, problem solve unforeseen changes in trip scenarios.
 - C. Applicant is able to meet the geographical needs of the service area.
 - D. & E. organizational structure, staffing level, qualifications and experience are sufficient to accomplish the requirements of the RFP.
- Cost of proposed service from Applicant Budget (Section 4):
 - The budget effectively defines the unit rate.
 - The budget is inclusive of only necessary costs associated with the program.

Following the Stage 2 Review, one or more Applicants may be invited to ACJFS for oral presentations if ACJFS determines oral presentations to be necessary. Information obtained during the presentation stage will be used in conjunction with Stage 1 and 2 review to complete the evaluation process.

Proposal Selection:

Selection of one or more Applicants based upon the results of the Stage 1 and Stage 2 evaluations may result in the issuance of an agreement. Proposal selection does not guarantee an agreement for services will be awarded. If ACJFS and the Applicant are unable to successfully come to terms regarding the agreement, ACJFS reserves the right to terminate agreement discussions without cause. In this event, ACJFS reserves the right to select another Applicant from the proposal process, cancel the RFP, or reissue the RFP if this is deemed necessary.

Acceptance and Rejection of Proposals:

The decision of the ACJFS and the Board of Ashtabula County Commissioners shall be final. The waiver of an immaterial defect shall in no way modify the RFP documents or excuse the Applicant from full compliance with its specifications if the Applicant is awarded the agreement.

Per O.R.C. 307.862 section B.10:

(a) ACJFS and the Board of Ashtabula County Commissioners reserve the right to reject any proposal in which the applicant takes exception to the terms and conditions of the RFP; fails to meet the terms and conditions of the RFP, including but not limited to, the standards, specifications, and requirements specified in the RFP; or submits prices that ACJFS and the Board of Ashtabula County Commissioners considers to be excessive, compared to existing market conditions, or determines exceed the available funds allocated for this service.

(b) ACJFS and the Board of Ashtabula County Commissioners reserve the right to reject, in whole or in part, any proposal that has been determined, using the factors and criteria ACJFS and the Board of Ashtabula County Commissioners develops, would not be in the best interest of the county.

(c) ACJFS and the Board of Ashtabula County Commissioners may conduct discussions with applicants who submit proposals for the purpose of clarifications or corrections regarding a proposal to ensure full understanding of, and responsiveness to, the requirements specified in the RFP.

Post Selection Meeting:

The post-selection meeting may be utilized only by "Qualified" Applicants passing the first level review, who wish to obtain clarifying information regarding their non-selection. If an Applicant wishes to discuss the selection process, the request for an informal meeting and the explanation for it must be submitted in writing within five days of the receipt of the non-selection notice. The request for a meeting should be sent to Renee Dragon at the address given in the Contact Person section.

VI. Award of Contract/Sub-grant Agreement:

Overview:

The agreement shall incorporate the terms, conditions and requirements of the RFP, the Applicant's proposal and all other agreements that may be reached. ACJFS will design, develop and implement the structure of the agreement. This RFP, the successful Applicant's proposal and other applicable addenda will become part of the final agreement.

Availability of Funds:

ACJFS reserves the right to not award an agreement through this RFP process, based on available funding.

Agreement Period:

The agreement has a tentative effective date of 10-1-22 through 9-30-23.

Invoicing:

Provider(s) will be required to submit a detailed invoice to ACJFS on a monthly basis in a format approved by ACJFS. Payments will be made based upon the agreed rate. Providers will report actual expenses monthly in a format approved by ACJFS. Payments will be reconciled periodically to ensure that total payments do not exceed actual expenses.

Performance & Monitoring:

ACJFS will monitor the manner in which the terms of the agreement are being carried out. ACJFS reserves the right to schedule monitoring visits at regular intervals or may request detailed reports from the Provider(s). Provider(s) agrees to provide ACJFS reports relative to the effective operation of the program. ACJFS may perform at least one on-site monitoring visit during the agreement period. Provider(s) and ACJFS may meet at mutually agreed upon times for the purpose of reviewing service data and agreement issues. Provider(s) must maintain records sufficient to document eligibility and any additional demographic data requested by the ACJFS.

See Attachment D for a sample Agreement for minimum contractual requirements of all ACJFS Providers. ACJFS reserves the right to add or delete agreement language to meet the project needs.

Confidentiality and Security:

The Provider agrees that information concerning eligible individuals shall only be used in support of the service program. Disclosure of information for any other purpose is prohibited except upon the written consent of the eligible individual. Both the Provider and ACJFS will complete the necessary consent forms with participants so that information can be exchanged as needed.

Publicity:

Any program descriptions, publicity releases, or other public references including but not limited to, both internal and external informational pamphlets, brochures, and media releases on the services provided under this agreement will clearly state that the services are funded by ACJFS. Provider assumes responsibility for the development and cost associated with these items and agrees to obtain approval from ACJFS before releasing promotional materials and/or items.

Applicable Laws and Rules:

Providers shall understand, agree with, and comply with the following:

1. Americans with Disabilities Act of 1990
2. Occupational Safety and Health Act of 1970
3. Equal Employment Opportunity Act
4. Documentation of licensure and certification by the Ohio Division of Emergency Medical Service, if applicable.
5. Any Federal, State and Local laws regarding the service.

If awarded an agreement which exceeds \$100,000.00, Providers shall understand, agree, and comply with the following:

6. Clean Air Act, as amended, 42 USC §§ AA 7401 et seq.
7. Certify that no funds appropriated by the agreement will be used for lobbying as described in 31 USC 1352. The Applicant shall submit a "Certification Regarding Lobbying" as required by 49 CFR part 20.
8. The Provider certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. The Provider shall submit an "Integrity Certification" regarding debarment, suspension, and other responsible matters.

Patent or Copyright Liabilities:

The Provider will protect, defend and hold free and harmless ACJFS, Ashtabula County, its officers, employees, agents, and Board of County Commissioners against all claims that any of the designs supplied hereunder infringe a U.S. patent or copyright. The Provider will pay all resulting costs, damages, and attorney's fees to defend Ashtabula County against such claims. ACJFS will promptly notify the Provider in writing of all claims, and the Provider will have control of the defense and all related settlement negotiations. If such claim has occurred, or is likely to occur, ACJFS agrees to permit the Provider, at Provider's option and expense, either to procure for ACJFS the right to continue using the designs or programming or to replace or modify the same so that they become non-infringing but still meet the requirements of the RFP.

Software and Ownership Rights:

ACJFS will have ownership rights in software, software modifications, and associated documentation designed, developed, or installed with the use of County funds. ACJFS reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, or otherwise use and authorize others to use the software, software modifications and documentation for County, State, and Federal government purposes (edited APM.4046. (5)).

Appendix I

Appendix I-A

Transportation Requirements

Required Annual Inspection Elements for Vehicles:

1. Seating:

- a. All seats must be securely fastened to the floor.
- b. No broken tubing or protruding pieces of metal should be around seats.

2. Defrosters & Heaters:

- a. Must operate as designed.
- b. Heater cores must be clean and free of leaks and obstructions to the flow of air.
- c. Hoses must not have cracks or leaks and must otherwise be in good condition.
- d. Fan guards must be metal or plastic.

3. Windshield Wipers & Washers:

- a. Must operate as designed.
- b. Wiper blades in the vehicle operator's field of vision must be clean.
- c. Wiper blades must not be brittle or badly worn.

4. Vehicle Floor:

- a. Must be metal
- b. Must be intact without holes.

5. Mirrors:

- a. Must have at least one rear view interior mirror that is properly secured and in proper placement.
- b. Must have at least one mirror on each side of the vehicle that is properly secured and in proper placement.
- c. Prismatic lens must be properly installed.
- d. All mirrors must enable operators to see a clean image (i.e. without cloudiness, cracks, or other obstacles on the mirror to interfere with reflection).

6. Emergency Equipment:

- a. The red reflectors must be stored in the vehicle.
- b. The vehicle must have a five-pound dry chemical fire extinguisher with the minimum rating outlined in section 20 b.c. of the Ohio fire code and based on section 10 of the National Fire Protection Association. The fire extinguishers must be securely mounted near the vehicle operator for easy access.
- c. The vehicle must be equipped with a first aid kit.

7. Brakes:

- a. Properly located and free of crimps, rust, breaks in integrity, and not in contact with inappropriate vehicle components.
- b. Tail exhaust pipes are properly secured to prevent dropping on the break line.

- c. Vehicles using vacuum-assisted breaks: wheel cylinders, master cylinders, hydrovac, and hose connections must be free of fluid leaks.
- d. Vehicles using air brakes: reservoirs, chambers, valves, connections, and lines must be free of air leaks.
- e. During inspections, brake pads must be checked against the vehicle manufacturer's specifications.
- f. All moisture ejection valves must be free of leaks and in proper working order.

8. Emergency Brakes:

- a. The vehicle must have a functional emergency brake that is capable of stopping or holding the vehicle in an emergency or while parked. The emergency brake shall hold the vehicle on any grade and under all conditions of loading on a surface free of snow, ice, or loose material.
- b. If the emergency brake is located on the drive shaft, the brakes shall:
 - i. Hold the vehicle in parked position;
 - ii. Be properly mounted, and;
 - iii. Have cables that are properly lubricated and not hazardously worn.

9. Steering Gear:

- a. The steering shaft must have no more than one half-inch upward motion when the steering wheel is pulled upwards.
- b. The steering gear assembly, power steering unit, brackets, and mounting bolts must be securely fastened.
- c. If installed, power steering must be operative, properly mounted, and have correct fluid levels and belt tensions.
- d. Tie rod ends must function properly.
- e. Tires must not rub any chassis or body component in any position.

10. Horn: Must operate as designed.

11. Windshield & Windows:

- a. Window glass must be free of chips or cracks and be securely mounted without exposed edges.
- b. Plexiglass will not be used to replace safety glass.

12. Emergency Door:

Applicable to Bus Type Vehicles

- a. The door must be able to open to its maximum width without catching or binding.
- b. All handles must be permanently installed.
- c. Operating instructions for the emergency door must be lettered or decaled inside the emergency door.
- d. The safety buzzer must operate as designed and be placed in the vehicle operator's area to warn passengers that the emergency door is opened.
- e. The door must be free of temporary or permanent obstructions.
- f. No padlocks or other added security devices are to be used to secure the door while the vehicle is in motion.

13. Springs & Shocks:

- a. Must be intact
- b. Must be properly mounted
- c.

14. Tires:

- a. Must have no less than two sixteenth inch tread pattern measured anywhere on the tire.
- b. Retread tires should not be located on the steering axle.
- c. Must be free of irregular wear, cuts, bruises, and breaks.
- d. Must be balanced and in proper alignment.
- e. All lugs must be present and fitted tightly on tires.
- f. All tread types must match mated tires.

15. Exhaust System:

- a. Must be intact and operating as designed.
- b. All pipe and muffler joints must be properly welded or clamped.
- c. Exhaust manifolds must be free of cracks and missing bolts.

16. Lights:

- a. Must operate as designed.
- b. Must meet ORC and OAC requirements for vehicle lighting.

17. The Vehicle Body:

- a. Condition must be intact.
- b. Must be free of broken parts that can cause injury.

18. Gas Tank:

- a. Must be free of rust, damage or leaks.
- b. Must be securely mounted.

19. Seating Area & Aisle: Must be free of debris.

Appendix I-B

Required Daily Wheelchair Lift Inspection Elements:

Before each day's services are provided, providers must complete and document an inspection of the wheelchair lift prior to any participant service that day according to the following specifications:

1. Run the lift through one complete cycle to be sure that it is operable.
2. Check for any signs of seal leaking or binding of hardware.
3. Check for frayed or damaged lift cables, hydraulic hoses, or chains.
4. Check for physical damage and jerky operation.
5. Check for hazardous protrusions and exposed edges. Assure that all protrusions are adequately padded and protected.
6. Check all fasteners and assure that all bolts are snug.
7. Make sure the lift is properly secured to the vehicle when stored.
8. Clean the lift completely of dirt, mud, gravel, and corrosive elements such as salt.
9. Lubricate the lift in compliance with the manufacturer's requirements.
10. Providers shall not use the lift any time repairs are necessary.

Transportation Provider Form

Date	October 1, 2022 through September 30, 2023		
Company Name	Ashtabula County Transportation System (ACTS)		
Contact Person	Carol Lennon, ACTS Project Manager		
Address City, State, Zip	2924 Donahoe Drive Ashtabula, Ohio 44004		
Phone Number	440-994-2502		
Fax Number	440-998-1538		
Are you a Licensed Provider?	Yes No <i>X</i>	If yes, what is your License Number?	N/A

Complete all lines that pertain to your service

Rates	In County	Out of County	Private Pay
Rates-One Way Trip	October 1, 2022 to December 31, 2022 \$64.37 Vehicle Hour January 1, 2023 to September 30, 2023 \$65.78 Vehicle Hour	N/A	18 yrs. + \$2.00 E&D Card \$1.00 3-17 Yrs. \$.75 0-2 Yrs. FREE
Mileage	N/A	N/A	N/A



Office of Auditor of State
88 East Broad Street
Post Office Box 1140
Columbus, OH 43216-1140

Auditor of State - Unresolved Findings for Recovery Certified Search

(614) 466-4514
(800) 282-0370

I have searched The Auditor of State's unresolved findings for recovery database using the following criteria:

Contractor's Information:

Name: ,
Organization: **Ashtabula County Transportation System**
Date: **9/1/2022 9:54:23 AM**

This search produced the following list of 6 possible matches:

Name/Organization	Address
Ashe Cultural Center	2125 Superior Ave.
ASHE Culture Center, Inc.	2125 Superior Avenue
ASHE Culture Center, Phoenix Village Academy P2	2125 Superior Avenue
ASHE Culture Center, Phoenix Village Academy S1	2125 Superior Avenue
George Washington Carver Preparatory Academy	11260 Chester Road, Suite 260
George Washington Carver Preparatory Academy	2283 Sunbury Road

The above list represents possible matches for the search criteria you entered. Please note that pursuant to ORC 9.24, only the person (which includes an organization) actually named in the finding for recovery is prohibited from being awarded a contract.

If the person you are searching for appears on this list, it means that the person has one or more findings for recovery and is prohibited from being awarded a contract described in ORC 9.24, unless one of the exceptions in that section apply.

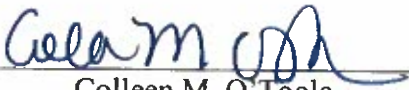
If the person you are searching for does not appear on this list, an initialed copy of this page can serve as documentation of your compliance with ORC 9.24(E).

Please note that pursuant to ORC 9.24, it is the responsibility of the public office to verify that a person to whom it plans to award a contract does not appear in the Auditor of State's database. The Auditor of State's office is not responsible for inaccurate search results caused by user error or other circumstances beyond the Auditor of State's control.

Signature Page

Re: An agreement between Ashtabula County Job & Family Services and **Ashtabula County Transportation System** for an **Employment Related Transportation Sub-Grant Agreement for FY 2023.**

Approved as to Legal Form Only:

By: 
Colleen M. O'Toole
Ashtabula County Prosecutor

Date: 
MJH 9.1.22

FISCAL OFFICER'S CERTIFICATE

5705.41 O.R.C.

The undersigned, County Auditor of Ashtabula County, hereby certifies that the amount required to meet the obligations of the County during the year 2022 under the Agreement has been lawfully appropriated for that purpose and is in the Treasury of the County or in the process of collection to the credit of: **2006.030.100-601 Contract Services**; not to exceed **\$7,500.00**, and free from any previous encumbrances.

Agreement Title: An **Employment Related Transportation Sub-Grant Agreement** between **Ashtabula County Job & Family Services** and **Ashtabula County Transportation System (ACTS)**.



David Thomas
Ashtabula County Auditor

Date: _____

9/12/22

PURCHASE OF TRANSPORTATION SERVICE CONTRACT FOR HUMAN SERVICE PROGRAMS

Contract # 23-3002-HRT

This contract made and entered into on the 1st day of October 2022 by and between the Ashtabula County Job & Family Services and the Ashtabula County Board of County Commissioners or its governing body (hereinafter referred to as ACJFS), and Ashtabula County Transportation System (ACTS) located at: 2924 Donahoe Drive, Ashtabula, Ohio 44004 and whose phone number is: 440-994-2502, (hereinafter referred to as Provider) to provide transportation services for a variety of programs to ACJFS.

Pursuant to Title XIX of the Social Security Act, Chapter 5101 of the Ohio Revised Code, and rules promulgated by the Ohio Department of Job & Family Services, the ACJFS is authorized to contract with public or private agencies for the purchase of services. The following are the terms of the contract.

1. **Purchase of Service**: Subject to terms and conditions set forth in this contract and the attached Exhibits (such exhibits are deemed to be a part of this contract as fully as if set forth herein). ACJFS agrees to purchase for, and Provider agrees to furnish to, eligible individuals those specific services as detailed in Exhibit I, (the Request for Proposal).
2. **Purpose**: ACJFS and Provider agree to coordinate services detailed in Exhibit I, and to make all reasonable efforts to coordinate with other service providers, to establish a cooperative, comprehensive county plan for an effective ACJFS transportation program. Provider agrees to ensure that the funds included in this Agreement are used, and the family services duties for which the grants are awarded are performed, in accordance with conditions, requirements and restrictions applicable to the duties established by the Departments and state and federal and local laws, as well as the federal terms and conditions of the grant award.
3. **Contract Period**: This contract will be effective from October 1, 2022 through September 30, 2023 inclusive, and thereafter subject to renewal, at ACJFS' option, for up to two (2) additional time periods unless otherwise terminated.
4. **Availability of Funds**: Payment for all services provided in accordance with provisions of this contract are contingent upon availability of (and will not exceed the total of) local, state and federal matching funds. The total amount of reimbursement available under this contract will not exceed:
\$ 400,000.00
5. **Cost and Delivery of Purchased Services**: Subject to the limitations specified in Article 4 hereof and as detailed in Exhibit I showing individual rates.
6. **Eligibility of Services**: Eligibility shall be considered when ACJFS determines the participant to be eligible for one or more of the following programs: **Title XX transportation, Non-emergency Transportation (NET), Pregnancy Related Services Transportation (PRS)**. Employees of the Provider cannot transport their own family or themselves to appointments that are paid for by ACJFS. Exceptions to this policy will be reviewed and approved or denied on a case by case basis by ACJFS.
7. **Non-Eligible Service**: Individuals who are not eligible for the Human Services programs may use transportation as space permits, with the cost of service being recovered as outlined in a separate agreement by Provider and the referral agency. Individuals eligible for ACJFS Programs shall have priority over all others when ACJFS has authorized the purchase of service.

8. **Fees:** No additional fees will be charged by the service provider to ACJFS eligible individuals for authorized service. Non ACJFS clients who may ride with that individual will be charged the normal and customary fare.
9. **No Show Fees:** A Provider cannot charge “no show” fees due to state Medicaid payment rules that do not allow billing for services not rendered.
10. **Payment for Purchased Service:** Monthly invoices are due to ACJFS by the 15th of the month following the month of service. Repeated untimely and/or incorrect invoices will be grounds for termination pursuant to Contract Section 14, Termination. ACJFS is not responsible for delayed payments due to late, incorrect or incomplete invoices. All invoices submitted will be subject to audit and adjustments by ACJFS and the Ohio Department of Job and Family Services (ODJFS) after payment is made. Attention is directed to Contract Section 25, Responsibility for Audit Exceptions.
11. **Invoice Format:** Provider’s invoice will consist of:
 - (1) A one-page summary invoice signed by an authorized representative and will include:
 - Contract number
 - Service month and year
 - Provider’s name, address, telephone number and billing contact person’s name
 - Total amount invoiced for the month
 - (2) An electronic spreadsheet (provided by ACJFS or another approved format agreed to by both ACJFS and Provider). Provider will include all service provided during the service month on the spreadsheet and the following information for each trip:
 - ACJFS program to be charged
 - Date of trip
 - Client last name
 - Client first name
 - Client pickup address
 - Client destination address
 - Stop(s) address(es)
 - PCA (personal care assistant) name(s) or indication if person is a PCA
 - Total trip mileage
 - Mileage rate
 - Number of one-way trips per passenger
 - Wait start & stop times
 - Total wait minutes being charged
 - Wait time rate
 - Indication if trip is a lift
 - Total trip charge
 - Indication of whether trip was shared with other ACJFS client (to split cost of trip)
 - Driver’s name
 - Report no-shows and cancellations as that could affect the eligibility of the client.
12. **Splitting the Cost of Trips:** Provider is required to split the charge among all ACJFS client passengers for multiple passenger trips.
13. **Duplicate Billing:** Provider warrants that claims made to ACJFS for payment for purchased services

shall be for actual services rendered to eligible individuals and do not duplicate claims made by Provider to other sources of public funds for the same service.

14. **Amendment of Contract:** This contract may be amended at any time by a written amendment signed by both parties.
15. **Termination:**
 - a. In the event that Provider does not faithfully and promptly perform its responsibilities and obligations under this contract as determined by ACJFS, ACJFS may terminate the contract by providing Provider with written notice thirty days in advance of the termination date.
 - b. In the event that ACJFS does not faithfully and promptly perform its responsibilities and obligations under this contract, Provider may terminate the contract by providing ACJFS with written notice thirty days in advance of the termination date.
 - c. This contract may be terminated by mutual agreement of the parties. If terminated under this provision, the effective date of termination will be thirty days after the date on which the two parties reach their decision.
 - d. Notwithstanding Sections (a), (b), and (c) of this Article, if the federal and/or other funds designated for the individual program are not available or substantially reduced to ACJFS in an amount adequate to support the activities under this contract as determined by ACJFS, ACJFS may terminate this contract. Such termination is not subject to advanced written notice but will be effective on the date federal and /or other funds are no longer available, or later as stipulated by ACJFS and all reimbursement to Provider will cease as of that date.
16. **Subcontracting:** When deemed necessary to deliver services of the quantity and quality specified in Exhibit I, Provider may subcontract. All such subcontracts will be in the same form as this contract and subject to the same terms, conditions, and covenants contained herein. No such subcontracts shall in any case release Provider of its liability under this contract. Provider is responsible for making direct payment for such services.
17. **Independent Contractors:** Providers, agents, and employees of Provider or the subcontractors will act in performance of this contract in an independent capacity and not as officers or employees or agents of the State of Ohio or ACJFS.
18. **Vehicle Maintenance and Inspection:** The Provider agrees to provide documentation upon request that an annual vehicle inspection for each vehicle has been conducted by the Ohio State Highway Patrol safety inspection unit, or a certified mechanic as outlined in Exhibit I (Request for Proposal) Appendix I-A. The failure to provide documentation may result in suspension of the contract and/or contract termination.
19. **Background Checks:** The Provider agrees to provide copies of background checks, driver's license, and a certified driving history from the Bureau of Motor Vehicles of the Ohio Dept. of Public Safety, for all employees that provide direct services to transportation participants, to ACJFS within 30 calendar days of entering into an agreement and within 30 days of new hire.
20. **Incident and Accident Reports:** Provider will provide ACJFS with a written report of all incidents or accidents within 48 hours of the occurrence. Reports will be provided immediately or as soon as reasonably possible in cases of ACJFS passenger injury or death.

21. **On Time Performance:** The Provider agrees to arrive within the range time. Range time is defined as 15 minutes either side of the scheduled time. Provider agrees to ensure at least a 95% on time performance rate. Any questions regarding a pick up must be verified with Provider's base while the driver is at the pick-up site. If the late pick up is a result of Provider's inability to locate the pick-up site, ACJFS will not pay for additional mileage incurred while attempting to locate the pick-up site.
22. **Complaint Procedure:** Provider and ACJFS will implement a written complaint procedure to report and resolve any passenger complaints.
23. **Communication:** Provider vehicles and/or drivers will be equipped with some form of two-way communication at all times, i.e. two-way radio, cellular phone.
24. **Financial Records:** The Provider shall maintain independent books, records, payroll, documents, accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract. Such records shall be subject at all reasonable times for inspection, review, or audit by duly authorized federal, state, and ACJFS personnel. Such records shall also be subject to inspection by the individual or entity selected for the audit required by Article 25 of this contract.
25. **Responsibility for Audit Exceptions:** Provider agrees to accept responsibility for receiving, replying to, and/or complying with any audit exception by appropriate state or federal audit directly related to the provisions of this contract.
26. **Availability and Retention of Records:** All records relating to costs, work performed and supporting documentation for invoices submitted to ACJFS by the provider along with copies of all deliveries submitted to ACJFS pursuant to this contract shall be retained and made available by the provider for audit by the State of Ohio (including but not limited to ODJFS, the Auditor of the State of Ohio, Inspector General or duly appointed law enforcement officials) and agencies of the United States government for a minimum of three years after payment under this contract. If an audit is initiated during this time period, the provider shall retain such records until the audit is concluded and all issues resolved.
27. **Confidentiality:** Provider agrees that information concerning eligible individuals shall only be used in support of the ACJFS programs. Disclosure of information by Provider, Provider's employee's, Provider's Sub or Independent contractor for any other purpose is prohibited except upon the written consent of the eligible individual. Both Provider and ACJFS will complete the necessary consent forms with participants so that information can be exchanged as needed.
28. **Civil Rights:** ACJFS and the Provider agree that as a condition of this contract, there shall be no discrimination against any client or any employee because of race, color, sex, religion, national origin, or any other factor as specified in Title VI of the Civil Rights Act of 1964 and subsequent amendments. The Provider hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.); Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794); the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.); all provisions required by the implementing regulations of the Department of Agriculture and Department of Health and Human Services; Department of Justice Enforcement Guidelines (28 CFR Part 50.3 and Part 42) and Department of Agriculture, Food and Nutrition Services (FNS) directives and guidelines, to the effect that, no person shall on the grounds of race, color, national origin, sex, religious creed, age, political beliefs, disability, or reprisal or retaliation for prior civil rights activity, be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under

any program or activity for which sub-grantee receives Federal financial assistance from FNS. In addition, the Provider agrees to provide assistance to persons with Limited English Proficiency (LEP) in their programs and activities as further outlined in Executive Order 13166, reprinted at 65 FR of the Title VI Civil Rights Act. It is further agreed that the Provider will comply with all appropriate federal and state laws regarding such discrimination and the right to any method of appeal will be made available to all persons served under this contract. Any non-compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this contract.

29. **Indemnity and Insurance:**

a. **Indemnity:** Provider agrees that it will, at all times during the existence of this contract, indemnify and save harmless the ACJFS and the Ohio Department of Job & Family Services and their employees, and the Ashtabula County Commissioners, against any and all liability, loss, damage, and/or related expenses incurred through the provision of services under this contract.

b. **Insurance:** Provider will maintain insurance coverage in an amount reasonably necessary to adequately secure the persons and estates of eligible individuals against reasonable foreseeable torts which could cause injury or death resulting from the lawful performance of this Contract.

Minimum coverage for General Liability in the amount of \$1,000,000.00 each occurrence and Automobile Liability \$1,000,000.00 each occurrence. Any lapse in coverage may result in suspension of the contract and/or contract termination.

30. **Monitoring and Evaluation:** ACJFS and the Provider will monitor the manner in which the terms of the contract are being carried out. ACJFS reserves the right to schedule monitoring visits at regular intervals or may request detailed reports from the Provider. The Provider agrees to provide ACJFS reports relative to the effective operation of the program as specified in Exhibit I. ACJFS may perform at least one on-site monitoring visit during the contract period. Provider and ACJFS may meet at mutually agreed upon times for the purpose of reviewing service data and contract issues.

31. **Accessibility of Program to the Public:** ACJFS and Provider agree to make all reasonable efforts to allow public access to the program by providing convenient hours for public contact, and adequate availability of staff for public inquiries.

32. **Accessibility to the Handicapped:** Provider agrees as a condition of the contract to comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), all requirements imposed by the applicable HHS regulations (45CFR, Part 84) and all guidelines and interpretations issued pursuant thereto. Any agency found to be out of compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this contract.

33. **Maintenance of Service:** The Provider certifies that the services being reimbursed are not available from the provider on a non-reimbursable basis or for less than the unit cost. The provider certifies that they will not use the federal funds to supplant non-federal funds for services.

34. **Referral:** ACJFS and Provider agree that the responsibility and control of the referral process remains with ACJFS. Provider will not exclude or reject a referral without the consent of ACJFS.

35. **Equal Employment Opportunity:** The Provider will comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented in

Department of Labor regulations 41 CFR Part 60.

36. **Patent Rights, Copyrights and Rights in Data**: All contracts are subject to the provision and conditions of Patent Rights and Copyrights and Rights in Data.
37. **Clean Air**: For contracts exceeding \$100,000.00, the Provider agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 USC §§ AA 7401 et seq.
38. **Debarment**: The Provider certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. For contract exceeding \$100,000.00, the provider shall submit an "Integrity Certification" regarding debarment, suspension, and other responsible matters.
39. **Lobbying**: The Provider certifies that no funds appropriated by this contract will be used for lobbying as described in 31 USC 1352. For contracts exceeding \$100,000.00, the selected provider shall submit a "Certification Regarding Lobbying" as required by 49 CFR part 20.
40. **Licensing**: The Provider agrees to possess and maintain current all applicable business permits and licenses including those relevant to the operation of a taxicab and or transportation service. Any lapse in permits, licenses or certifications will result in contract suspension, pending termination. Provider agrees to provide copies of same to ACJFS upon request.
41. **Americans with Disabilities Act**: The Provider agrees to comply with the American's with Disabilities Act of 1990.
42. **Child Support Enforcement**: Provider agrees to cooperate with ACJFS and any Ohio Child Support Enforcement Agency (CSEA) in ensuring employees of the provider meet child support obligations established under state law. Further, by executing this contract, the provider certifies present and future compliance with any court order for withholding of support which is issued pursuant to sections 3113.21 and 3113.214 of the Ohio Revised Code.
43. **Partial Invalidity**: A judicial or administrative finding or decision that any part of this contract is illegal or invalid shall not invalidate the remainder of the contract.
44. **Prohibition of Assignment of Claims**: The assignment of claims under the Assignment of Claims Act of 1940, as amended, 31 U.S.C. 3727, 41 U.S.C. 15 is prohibited.
45. **Conflict of Interest**: Provider shall not engage in any conflict of interest actual or apparent, or attempt to influence the selection, award, or administration of a contract under ACJFS.
46. **Accreditation and Compliance with Tax, License and Insurance Requirements**: The Provider shall comply with all federal, state and local laws and accreditation and compliance with tax, license and insurance requirements. All required insurance shall be kept current throughout the term of the contract.
47. **Drug Free Workplace**: The Provider agrees to comply with all federal, state, and local laws relating to the Drug Free Workplace Act.

Therefore, the below listed parties enter into this contract as stated in Sections 1 through 47 inclusive.

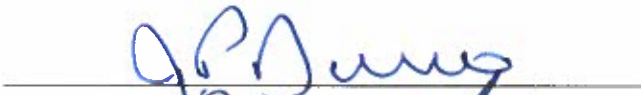
SIGNATURES:



Patrick J. Arcaro, Executive Director
Ashtabula County Job & Family Services

09/01/22

Date







Ashtabula County Board of Commissioners

9-20-22

Date

Exhibit I

(Fee Schedule)

**Request for Proposals
For
Transportation Services**

**Health Related Transportation
Employment Related Transportation**

Issued by:

**The Ashtabula County Job & Family Services
(ACJFS)
2924 Donahoe Drive
Ashtabula, Ohio 44004**

Issue Date:

June 15, 2022

RFP Number:

ACJFS RFP #4-22

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Health Related & Employment Related Transportation Services

I. Introduction

The Ashtabula County Job & Family Services (ACJFS) and the Ashtabula County Board of County Commissioners, or its governing body, is accepting proposals for Transportation Services for within and outside of Ashtabula County serving Ashtabula County residents determined eligible for Prevention, Retention and Contingency (PRC), Ohio Works First (OWF), Food Assistance Employment and Training (FAET), Title XX Social Services Block Grant (Title XX), Non-Emergency Transportation (NET) and/or Pregnancy Related Services (PRS). Transportation options are needed for transport to health care appointments, employment, school, daycare facilities, or other locations deemed necessary under supportive services for FAET.

It is the responsibility of the Applicant to be aware of and maintain all required licenses and certifications necessary to provide the proposed service. Applicant proposals must demonstrate ability and experience in providing the service.

Ride Data

For the period of 10-1-20 to 9-30-21, 27,299 rides were provided to participants of the program/eligibility categories referenced. A ride equals 1 passenger transported 1 way.

The term "Applicant" as used in this RFP refers to the individual or entity submitting a proposal.

The term "Provider" as used in this RFP refers to an "Applicant" who is selected to receive a contract or sub-grant agreement as a result of this RFP process.

The term "Agreement" as used in this RFP refers to either a contract or sub-grant agreement award.

As a result of this RFP process and based on the quality of proposals received, ACJFS may proceed in any of the following manners including but not limited to:

1. Award an agreement to one or more applicants for the provision of transportation services. Agreements are awarded based on available funding per program/eligibility category (PRC, OWF, FAET, Title XX, NET & PRS) and ACJFS' determination of need for each program. ACJFS may award an agreement to an applicant for one or more of the program/eligibility categories.
2. Reject any or all proposals, or any part thereof without cause.
3. Not award an agreement through this RFP process, based on the quality of the proposals submitted.
4. Not select any applicant should ACJFS decide not to proceed.
5. Waive any informality in the proposals.

ACJFS reserves the right, if necessary, to contract with multiple applicants to develop a comprehensive transportation coordination, scheduling, and service delivery plan to best meet the needs of those determined eligible for program/eligibility categories.

II. RFP Schedule and Submission Information:

RFP Schedule of Important Dates:

RFP Release	Date: 6-15-22
Question Period Begins	Date: 6-15-22
Pre-Proposal Conference	Date: 7-6-22 @ 10:00 a.m.
Question Period Ends	Date: 7-6-22 @ 4:00 p.m.
Proposals Due to Ashtabula County Board of Commissioners	Date: 7-14-22 @ 2:30 p.m.
Agreement Effective Date	Date: 10-1-22

Pre-Proposal Conference:

A pre-proposal conference will be held on **Wednesday, July 6, 2022, at 10:00 a.m.** at
ACJFS: 2247 Lake Avenue – OhioMeansJobs office, Ashtabula, Ohio 44004.

Contact Person:

All proposal process questions must be in writing and sent via email or fax prior to **4:00p.m. on 7-6-22** to:

ATTN: Renee Dragon, Program Evaluator

Email: RENEE.DRAGON@jfs.ohio.gov

Fax: 440-998-4253

Proposal Delivery:

Mail or deliver one (1) master copy and three (3) duplicates (total of 4) of the entire written proposal in a sealed envelope or package in the required format to:

The Ashtabula County Board of Commissioners

Attention Lisa Hawkins

25 West Jefferson Street

Jefferson, Ohio 44047-1092

The sealed envelope containing the proposal must be received no later than 2:30 p.m. on 7-14-22
and clearly marked with the applicant's name, address and RFP number:

ACJFS RFP #4-22

III. Applicant Requirements, Inspections and Compliances:

Applicants shall understand, agree, and comply with the following sections:

Requirements:

1. Be a formally organized business or service agency providing the services proposed.
2. Operate the business in compliance with all applicable federal, state, and local laws, and shall comply with:
 - a. non-discrimination laws, federal wage and hour laws, and workers' compensation laws in the recruitment and employment of individuals.
 - b. non-discrimination laws in the provision of services.
 - c. federal rules and statutes take precedence over these conditions in cases where discrepancies between these exist.
 - d. all Federal, State of Ohio, and local laws, rules, executive orders and other legal requirements as they apply to public transportation including drug abuse and alcohol misuse requirements as appropriate.
3. Provide evidence supporting financial responsibility in the coverage of participant loss due to theft, property damage, or personal injury, and have a written procedure which identifies the steps a participant must take to file a liability claim.
4. Have a written procedure for reporting, documenting, investigation and follow-up of all participant incidents and complaints.
5. A provision of any Agreement entered into with ACJFS requires that Applicants must perform background checks of all employees that provide direct services to transportation participants. A criminal background check must be performed in accordance with section 109.572 of the Revised Code for each direct service employee and applicant. The result of the criminal background check must substantiate that no direct service employee or applicant on whom the criminal background check was performed has ever been convicted of or pleaded guilty to any offence listed in divisions (A)(3)(a) to (A)(3)(e) of section 109.572 of the Revised Code.
6. Applicants must comply with the Drug Free Workplace Act.
7. It is the responsibility of the Applicant to be aware of and maintain all required licenses and certifications necessary to provide the proposed service.
8. The Applicant shall document that all utilized vehicles have insurance in compliance with Ohio's financial liability law requirements. A copy of the certificate of insurance and vehicle registration shall be maintained in each vehicle.
9. The Applicant shall document that all vehicle operators and owners maintain proof of financial responsibility as required in section 4509.101 of the ORC for motor vehicles.
10. The Applicant shall document that each vehicle operator has current/valid Ohio motor vehicle operator's license or a license appropriate to the vehicle (i.e., commercial driver's license) and have at least two years of licensed driving experience.
11. The Applicant shall document that an annual OBMV check on vehicle operators has been successfully completed. ACJFS reserves the right to request verification of a current driving record for any direct service worker.
12. The Applicant shall ensure that drivers are trained and knowledgeable in hands-on transfer techniques prior to transporting participants which will include but not be limited to: observation for signs of difficulty, proper way to offer to assist participant, proper assistance techniques and that each operator has been trained and skill-tested in the proper use of the wheelchair lift and securing mechanisms prior to transporting any wheelchair-bound participant.

Inspections and Compliances:

The Applicant is responsible for assuring the safety of each vehicle used to transport participants according to these standards:

1. The Applicant shall have a written plan for regularly scheduled maintenance and safety inspection of vehicles used and must document compliance with the plan.
2. Per O.R.C. 4766.04(A) any person who furnishes, operates, conducts, maintains, advertises, engages in, or proposes or professes to engage in the business or service of transporting people who are seriously ill, injured, or otherwise incapacitated or who require the use of a wheelchair or are confined to a wheelchair are required to be licensed by the Ohio Division of Emergency Medical Service.

3. All vehicles shall:

- a. Be equipped with seat belts for each individual transported, unless the vehicle is exempted by state law.
- b. Have documentation that an annual safety inspection has been conducted through either the Ohio State Highway Patrol safety inspection unit, or a certified mechanic as outlined in Appendix I-A.
- c. Vehicles designed for transporting five or more individuals shall be equipped with emergency equipment specified in Appendix I-A.

4. Vehicles equipped for transporting participants remaining in wheelchairs shall:

- a. Be equipped with permanently installed floor wheelchair restraints for each wheelchair position used
- b. Have documentation of daily inspection and testing of the wheelchair lift prior to transporting any participant that day as outlined in Appendix I-B.

IV. Proposal Specifications & Format:

Proposal Information:

All proposals submitted in response to the RFP will become the property of ACJFS and may be returned only at ACJFS' option and at the applicant's expense. In order to ensure fair and impartial evaluations, Proposals and any documents or other records related to a subsequent negotiation for a final agreement that would otherwise be available for public inspection and copying under section 149.43 of the Ohio Revised Code shall not be available until after the award of the agreement.

Proposal Cost:

The costs of developing proposals are entirely the responsibility of the applicant and shall not be chargeable to ACJFS under any circumstances. ACJFS is under no obligation to compensate the applicant for any expenses incurred as a result of the RFP process.

Proposal Communication:

From the issuance date of this RFP, until the evaluation of proposals has concluded, there may be no communications concerning this RFP between any applicant or possible applicant and any employee of ACJFS, or any other individual who in any way is involved in development or selection process of this RFP or the submitted proposals. All verbal communication must be restricted to the pre-proposal conference. Questions must be submitted in writing. Any verbal questions will not be answered except at the pre-proposal conference. Attempts to make prohibited communications by potential applicants may result in the disqualification of those applicants' proposals.

Proposal Format:

To assure each proposal receives the same orderly review, it is required that all proposals be submitted in the format as described in this section. Proposals must be easily reproduced, on quality paper, single spaced, clearly formatted to Times New Roman (or similar) 12-point font, and not stapled (please use binder clips or paper clips, if possible.) The proposal, including one (1) master, and three (3) copies, must be in a sealed envelope. Each section 1 - 4 will be clearly identified with cover pages provided, and if possible, identification on each page explaining to which section it belongs.

The proposal must be organized in the following format:

Cover Page (not provided) - A proposal cover page is required, including the applicant's name, the RFP title & RFP number. The cover page must clearly identify the proposal as a "master" or "copy".

Proposal Checklist - (Attachment E) must be submitted with "Master" copy only. If an Applicant feels that any of the required documents is not applicable to their organization, a narrative is required and must be submitted with the appropriate cover page.

Section 1 - Application Information (Attachment A):

Applicants will complete this section, identifying organization name, address, and other background information. The master copy of each proposal must have an original applicant information page with an original signature in blue ink. The proposal must be signed by an individual who is authorized to bind the applicant contractually. The signature must indicate the title or position the individual holds in the applicant's organization. Unsigned proposals will be rejected.

Section 2 - Required Documents:

Applicants shall submit the following with their proposal: (Cover pages are provided in Attachment C for each item and must be included with the proposal, preceding and identifying each required document).

A. Financial Statement Requirement: (with master copy only)

1. Most recent Financial Audit (prepared in accordance with Auditing Standards Generally Accepted in the United States of America). The audit report must cover a twelve-month period and be within the applicant's most recent two fiscal years.

-or-

2. If the applicant does not normally have an independent audit, ACJFS will accept a Compilation or Review Report prepared by an independent accountant for the applicant's most recent fiscal year end. The statement must be prepared in accordance with Statements on Standards for Accounting and Review Services Issued by the American Institute of Certified Public Accountants. These statements are prepared in accordance with Generally Accepted Accounting Principles (GAAP).

In lieu of financial statements prepared on the accrual basis (GAAP), ACJFS will accept financial statements prepared on the cash or income tax basis of accounting with full disclosure.

- B. Articles of Incorporation
- C. Proof of Liability Insurance/Other Required Insurance
- D. Equal Employment Opportunity - Affirmative Action Plan
- E. Professional or Operating licenses
- F. Documents used for Monitoring
- G. Employee Training Program description
- H. If applicable: a copy of the license(s) to operate the taxicab company in each area of service
- I. Documentation of licensure and certification by the Ohio Division of Emergency Medical Service, if applicable
- J. Affidavit of Delinquent Personal Property Tax ORC 5719.042
- K. Affidavit of Non-Collusion
- L. Non-Discrimination Agreement O.R.C. 153.59
- M. Representations, Assurances, and Certifications document
- N. Certification Regarding Lobbying
- O. OMB Circular 2 CFR 200 Audit Certification Form
- P. Background checks of all employees that provide direct services to transportation participants.

Section 3 - Program Planning and Development:

The Program Planning and Development section must include the following information:

- A. Program description: Provide a description of how the program service specifications will be fulfilled. The description should demonstrate the applicant's understanding of the program as described in the RFP.
- B. Provide a summary of service and description for each of these areas:
 1. Days and hours service is available. ACJFS seeks to provide services 24 hours a day, 7 days per week.
 2. The number of years the applicant has been providing service(s) similar to the proposed service(s), resulting in relevant experience.
 3. Specifications:
 - (a). A detailed description of the Applicant's method of calculating a trip charge. ACJFS reserves the right to negotiate with individual applicants the method of charging trip mileage.

- (b). Define a round trip ride.
 - (c). Describe the method of charging a "shared" trip.
 - (d). Number of vehicles used to provide service, passenger capacities and number of wheel-chair lift equipped vehicles.
 - (e). Identify procedures to efficiently provide services to multiple passengers while avoiding excessively long trips.
 - (f). Schedule trips to ensure that the average waiting time for pick-up or delivery does not exceed fifteen (15) minutes from the stated pick-up or delivery time.
 - (g). Develop procedures to accommodate last minute requests, scheduling changes, late running vehicles and "no-shows".
 - (h). Assure that ninety percent (90%) of shared-ride trips take no more than 30 minutes more than the time required to accomplish the same trip, at the same time of day, under the same weather and traffic conditions, as on a non-shared basis.
 - (i). Report all incidents, accidents or complaints to ACJFS within 24 hours of the occurrence. Any accident involving passenger injury needs to be reported to ACJFS immediately or if during
- C. Geographic service areas: Applicants shall provide a narrative that addresses how they plan to deliver services both within and outside of Ashtabula County.
 - D. Organizational structure: State the history of the applicant organization. Include date of incorporation, main source of financial support, organizational chart, Board of Trustees and/or Advisory members.
 - E. Applicant/Staff Qualifications: An explanation of qualified staff associated with the proposed service must be provided, as well as job descriptions for all positions addressed in the program description and budget in order to demonstrate an acceptable level of staff experience and capabilities in performance of the proposed service.

When completing sections 2 and 3, if an applicant feels that one or more of the requirements does not apply, a narrative reflecting the reason a requirement does not apply must be included.

Section 4 - Applicant Budget (Attachment B):

An electronic copy of applicant budget is available upon request.

All applicants are required to submit an Applicant Budget (Attachment B) which establishes a unit rate(s) for the proposed service. The unit rate shall include all costs associated with program including administrative, training, and record documentation. All rates included in the proposal are subject to negotiation if an applicant is awarded an agreement.

Unit of Service:

- 1. A unit of service is equal to one mile.
- 2. Proposals must include a standard all-inclusive rate per mile for all forms of transportation, all types of vehicles (standard passenger vehicle, van or mini-van, or wheelchair lift equipped vehicle). The standard rate must cover all trips either within Ashtabula County or Outside of Ashtabula County. The rate shall not include any type of "base" or "surcharge" fee.

Published Public Rates: Proposals must include published public rates if the Provider offers services to the general public.

V. Evaluation and Selection Process:

Proposal Evaluation:

The review process will be conducted in two (2) stages. Stage 1 will consist of a preliminary review to ensure that the proposal adheres to the minimum requirements specified in the RFP. Proposals which adhere to the minimum requirements will be deemed "Qualified". Those which do not, will be deemed "Non-Qualified". Partial submissions or proposals submitted after the designated deadline will be determined to be "Non-Qualified". "Qualified" proposals will then be reviewed in Stage 2, in accordance with the review process.

Stage 1 Review:

“Qualified” proposals in response to the RFP must meet the following requirements:

1. Timely Submission - The proposal is received at the address designated in the RFP and according to instructions. Proposals mailed but not received at the designated location by the specified date will be deemed “Non-Qualified” and will not be considered.
2. Completeness of Submission - proposal submission must include:
 - a. Required number of copies: 1 master and 3 copies (4 total)
 - b. Section 1 Applicant Information Page (Attachment A)
 - c. Section 2 Required Documents A,B,C,D,E,F,G,H,I,J,K,L,M,N,O,P
 - d. Section 3 Program Planning & Development
 - e. Section 4 Applicant Budget, Published Public Rates, Other Negotiated Rates

Proposals which do not meet all of the above stage 1 review requirements will be deemed “Non - Qualified” and will not be reviewed in stage 2.

Stage 2 Review:

All “Qualified” proposals will be reviewed and evaluated. At any time during the review process ACJFS may request additional information from the Applicant. The evaluation will include, but will not be limited to:

- Information obtained from Program Planning and Development (Section 3):
 - A. Applicant’s program description shows understanding of the services requested and provides a detailed description of how the service specifications will be fulfilled.
 - B.1 Ability to adequately service clients according to hours of operation as stated in RFP.
 - B.2 Applicant demonstrates experience with this service or similar service. If experience is not available, applicant shows they qualify to provide the services without prior experience.
 - Applicant has thoroughly defined the method of charging for trips.
 - The Applicant has sufficient vehicle capacity to meet the needs of the program.
 - Applicant demonstrates the ability and experience for scheduling of trips, shared rides, effective utilization of vehicle capacities, problem solve unforeseen changes in trip scenarios.
 - C. Applicant is able to meet the geographical needs of the service area.
 - D. & E. organizational structure, staffing level, qualifications and experience are sufficient to accomplish the requirements of the RFP.
- Cost of proposed service from Applicant Budget (Section 4):
 - The budget effectively defines the unit rate.
 - The budget is inclusive of only necessary costs associated with the program.

Following the Stage 2 Review, one or more Applicants may be invited to ACJFS for oral presentations if ACJFS determines oral presentations to be necessary. Information obtained during the presentation stage will be used in conjunction with Stage 1 and 2 review to complete the evaluation process.

Proposal Selection:

Selection of one or more Applicants based upon the results of the Stage 1 and Stage 2 evaluations may result in the issuance of an agreement. Proposal selection does not guarantee an agreement for services will be awarded. If ACJFS and the Applicant are unable to successfully come to terms regarding the agreement, ACJFS reserves the right to terminate agreement discussions without cause. In this event, ACJFS reserves the right to select another Applicant from the proposal process, cancel the RFP, or reissue the RFP if this is deemed necessary.

Acceptance and Rejection of Proposals:

The decision of the ACJFS and the Board of Ashtabula County Commissioners shall be final. The waiver of an immaterial defect shall in no way modify the RFP documents or excuse the Applicant from full compliance with its specifications if the Applicant is awarded the agreement.

Per O.R.C. 307.862 section B.10:

(a) ACJFS and the Board of Ashtabula County Commissioners reserve the right to reject any proposal in which the applicant takes exception to the terms and conditions of the RFP; fails to meet the terms and conditions of the RFP, including but not limited to, the standards, specifications, and requirements specified in the RFP; or submits prices that ACJFS and the Board of Ashtabula County Commissioners considers to be excessive, compared to existing market conditions, or determines exceed the available funds allocated for this service.

(b) ACJFS and the Board of Ashtabula County Commissioners reserve the right to reject, in whole or in part, any proposal that has been determined, using the factors and criteria ACJFS and the Board of Ashtabula County Commissioners develops, would not be in the best interest of the county.

(c) ACJFS and the Board of Ashtabula County Commissioners may conduct discussions with applicants who submit proposals for the purpose of clarifications or corrections regarding a proposal to ensure full understanding of, and responsiveness to, the requirements specified in the RFP.

Post Selection Meeting:

The post-selection meeting may be utilized only by "Qualified" Applicants passing the first level review, who wish to obtain clarifying information regarding their non-selection. If an Applicant wishes to discuss the selection process, the request for an informal meeting and the explanation for it must be submitted in writing within five days of the receipt of the non-selection notice. The request for a meeting should be sent to Renee Dragon at the address given in the Contact Person section.

VI. Award of Contract/Sub-grant Agreement:

Overview:

The agreement shall incorporate the terms, conditions and requirements of the RFP, the Applicant's proposal and all other agreements that may be reached. ACJFS will design, develop and implement the structure of the agreement. This RFP, the successful Applicant's proposal and other applicable addenda will become part of the final agreement.

Availability of Funds:

ACJFS reserves the right to not award an agreement through this RFP process, based on available funding.

Agreement Period:

The agreement has a tentative effective date of 10-1-22 through 9-30-23.

Invoicing:

Provider(s) will be required to submit a detailed invoice to ACJFS on a monthly basis in a format approved by ACJFS. Payments will be made based upon the agreed rate. Providers will report actual expenses monthly in a format approved by ACJFS. Payments will be reconciled periodically to ensure that total payments do not exceed actual expenses.

Performance & Monitoring:

ACJFS will monitor the manner in which the terms of the agreement are being carried out. ACJFS reserves the right to schedule monitoring visits at regular intervals or may request detailed reports from the Provider(s). Provider(s) agrees to provide ACJFS reports relative to the effective operation of the program. ACJFS may perform at least one on-site monitoring visit during the agreement period. Provider(s) and ACJFS may meet at mutually agreed upon times for the purpose of reviewing service data and agreement issues. Provider(s) must maintain records sufficient to document eligibility and any additional demographic data requested by the ACJFS.

See Attachment D for a sample Agreement for minimum contractual requirements of all ACJFS Providers. ACJFS reserves the right to add or delete agreement language to meet the project needs.

Confidentiality and Security:

The Provider agrees that information concerning eligible individuals shall only be used in support of the service program. Disclosure of information for any other purpose is prohibited except upon the written consent of the eligible individual. Both the Provider and ACJFS will complete the necessary consent forms with participants so that information can be exchanged as needed.

Publicity:

Any program descriptions, publicity releases, or other public references including but not limited to, both internal and external informational pamphlets, brochures, and media releases on the services provided under this agreement will clearly state that the services are funded by ACJFS. Provider assumes responsibility for the development and cost associated with these items and agrees to obtain approval from ACJFS before releasing promotional materials and/or items.

Applicable Laws and Rules:

Providers shall understand, agree with, and comply with the following:

1. Americans with Disabilities Act of 1990
2. Occupational Safety and Health Act of 1970
3. Equal Employment Opportunity Act
4. Documentation of licensure and certification by the Ohio Division of Emergency Medical Service, if applicable.
5. Any Federal, State and Local laws regarding the service.

If awarded an agreement which exceeds \$100,000.00, Providers shall understand, agree, and comply with the following:

6. Clean Air Act, as amended, 42 USC §§ AA 7401 et seq.
7. Certify that no funds appropriated by the agreement will be used for lobbying as described in 31 USC 1352. The Applicant shall submit a "Certification Regarding Lobbying" as required by 49 CFR part 20.
8. The Provider certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. The Provider shall submit an "Integrity Certification" regarding debarment, suspension, and other responsible matters.

Patent or Copyright Liabilities:

The Provider will protect, defend and hold free and harmless ACJFS, Ashtabula County, its officers, employees, agents, and Board of County Commissioners against all claims that any of the designs supplied hereunder infringe a U.S. patent or copyright. The Provider will pay all resulting costs, damages, and attorney's fees to defend Ashtabula County against such claims. ACJFS will promptly notify the Provider in writing of all claims, and the Provider will have control of the defense and all related settlement negotiations. If such claim has occurred, or is likely to occur, ACJFS agrees to permit the Provider, at Provider's option and expense, either to procure for ACJFS the right to continue using the designs or programming or to replace or modify the same so that they become non-infringing but still meet the requirements of the RFP.

Software and Ownership Rights:

ACJFS will have ownership rights in software, software modifications, and associated documentation designed, developed, or installed with the use of County funds. ACJFS reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, or otherwise use and authorize others to use the software, software modifications and documentation for County, State, and Federal government purposes (edited APM.4046. (5)).

Appendix I

Appendix I-A

Transportation Requirements

Required Annual Inspection Elements for Vehicles:

1. Seating:

- a. All seats must be securely fastened to the floor.
- b. No broken tubing or protruding pieces of metal should be around seats.

2. Defrosters & Heaters:

- a. Must operate as designed.
- b. Heater cores must be clean and free of leaks and obstructions to the flow of air.
- c. Hoses must not have cracks or leaks and must otherwise be in good condition.
- d. Fan guards must be metal or plastic.

3. Windshield Wipers & Washers:

- a. Must operate as designed.
- b. Wiper blades in the vehicle operator's field of vision must be clean.
- c. Wiper blades must not be brittle or badly worn.

4. Vehicle Floor:

- a. Must be metal
- b. Must be intact without holes.

5. Mirrors:

- a. Must have at least one rear view interior mirror that is properly secured and in proper placement.
- b. Must have at least one mirror on each side of the vehicle that is properly secured and in proper placement.
- c. Prismatic lens must be properly installed.
- d. All mirrors must enable operators to see a clean image (i.e. without cloudiness, cracks, or other obstacles on the mirror to interfere with reflection).

6. Emergency Equipment:

- a. The red reflectors must be stored in the vehicle.
- b. The vehicle must have a five-pound dry chemical fire extinguisher with the minimum rating outlined in section 20 b.c. of the Ohio fire code and based on section 10 of the National Fire Protection Association. The fire extinguishers must be securely mounted near the vehicle operator for easy access.
- c. The vehicle must be equipped with a first aid kit.

7. Brakes:

- a. Properly located and free of crimps, rust, breaks in integrity, and not in contact with inappropriate vehicle components.
- b. Tail exhaust pipes are properly secured to prevent dropping on the break line.

- c. Vehicles using vacuum-assisted breaks: wheel cylinders, master cylinders, hydrovac, and hose connections must be free of fluid leaks.
- d. Vehicles using air brakes: reservoirs, chambers, valves, connections, and lines must be free of air leaks.
- e. During inspections, brake pads must be checked against the vehicle manufacturer's specifications.
- f. All moisture ejection valves must be free of leaks and in proper working order.

8. Emergency Brakes:

- a. The vehicle must have a functional emergency brake that is capable of stopping or holding the vehicle in an emergency or while parked. The emergency brake shall hold the vehicle on any grade and under all conditions of loading on a surface free of snow, ice, or loose material.
- b. If the emergency brake is located on the drive shaft, the brakes shall:
 - i. Hold the vehicle in parked position;
 - ii. Be properly mounted, and;
 - iii. Have cables that are properly lubricated and not hazardously worn.

9. Steering Gear:

- a. The steering shaft must have no more than one half-inch upward motion when the steering wheel is pulled upwards.
- b. The steering gear assembly, power steering unit, brackets, and mounting bolts must be securely fastened.
- c. If installed, power steering must be operative, properly mounted, and have correct fluid levels and belt tensions.
- d. Tie rod ends must function properly.
- e. Tires must not rub any chassis or body component in any position.

10. Horn: Must operate as designed.

11. Windshield & Windows:

- a. Window glass must be free of chips or cracks and be securely mounted without exposed edges.
- b. Plexiglass will not be used to replace safety glass.

12. Emergency Door:

Applicable to Bus Type Vehicles

- a. The door must be able to open to its maximum width without catching or binding.
- b. All handles must be permanently installed.
- c. Operating instructions for the emergency door must be lettered or decaled inside the emergency door.
- d. The safety buzzer must operate as designed and be placed in the vehicle operator's area to warn passengers that the emergency door is opened.
- e. The door must be free of temporary or permanent obstructions.
- f. No padlocks or other added security devices are to be used to secure the door while the vehicle is in motion.

13. Springs & Shocks:

- a. Must be intact
- b. Must be properly mounted
- c.

14. Tires:

- a. Must have no less than two sixteenth inch tread pattern measured anywhere on the tire.
- b. Retread tires should not be located on the steering axle.
- c. Must be free of irregular wear, cuts, bruises, and breaks.
- d. Must be balanced and in proper alignment.
- e. All lugs must be present and fitted tightly on tires.
- f. All tread types must match mated tires.

15. Exhaust System:

- a. Must be intact and operating as designed.
- b. All pipe and muffler joints must be properly welded or clamped.
- c. Exhaust manifolds must be free of cracks and missing bolts.

16. Lights:

- a. Must operate as designed.
- b. Must meet ORC and OAC requirements for vehicle lighting.

17. The Vehicle Body:

- a. Condition must be intact.
- b. Must be free of broken parts that can cause injury.

18. Gas Tank:

- a. Must be free of rust, damage or leaks.
- b. Must be securely mounted.

19. Seating Area & Aisle: Must be free of debris.

Appendix I-B

Required Daily Wheelchair Lift Inspection Elements:

Before each day's services are provided, providers must complete and document an inspection of the wheelchair lift prior to any participant service that day according to the following specifications:

1. Run the lift through one complete cycle to be sure that it is operable.
2. Check for any signs of seal leaking or binding of hardware.
3. Check for frayed or damaged lift cables, hydraulic hoses, or chains.
4. Check for physical damage and jerky operation.
5. Check for hazardous protrusions and exposed edges. Assure that all protrusions are adequately padded and protected.
6. Check all fasteners and assure that all bolts are snug.
7. Make sure the lift is properly secured to the vehicle when stored.
8. Clean the lift completely of dirt, mud, gravel, and corrosive elements such as salt.
9. Lubricate the lift in compliance with the manufacturer's requirements.
10. Providers shall not use the lift any time repairs are necessary.

Transportation Provider Form

Date	October 1, 2022 through September 30, 2023		
Company Name	Ashtabula County Transportation System (ACTS)		
Contact Person	Carol Lennon, ACTS Project Manager		
Address City, State, Zip	2924 Donahoe Drive Ashtabula, Ohio 44004		
Phone Number	440-994-2502		
Fax Number	440-998-1538		
Are you a Licensed Provider?	Yes No <i>X</i>	If yes, what is your License Number?	N/A

Complete all lines that pertain to your service

Rates	In County	Out of County	Private Pay
Rates-One Way Trip	October 1, 2022 to December 31, 2022 \$64.37 Vehicle Hour January 1, 2023 to September 30, 2023 \$65.78 Vehicle Hour	N/A	18 yrs. + \$2.00 E&D Card \$ 1.00 3-17 Yrs. \$.75 0-2 Yrs. FREE
Mileage	N/A	N/A	N/A



Office of Auditor of State
88 East Broad Street
Post Office Box 1140
Columbus, OH 43216-1140

Auditor of State - Unresolved Findings for Recovery Certified Search

(614) 466-4514
(800) 282-0370

I have searched The Auditor of State's unresolved findings for recovery database using the following criteria:

Contractor's Information:

Name: ,
Organization: **Ashtabula County Transportation System**
Date: **9/1/2022 9:54:23 AM**

This search produced the following list of 6 possible matches:

Name/Organization	Address
Ashe Cultural Center	2125 Superior Ave.
ASHE Culture Center, Inc.	2125 Superior Avenue
ASHE Culture Center, Phoenix Village Academy P2	2125 Superior Avenue
ASHE Culture Center, Phoenix Village Academy S1	2125 Superior Avenue
George Washington Carver Preparatory Academy	11260 Chester Road, Suite 260
George Washington Carver Preparatory Academy	2283 Sunbury Road

The above list represents possible matches for the search criteria you entered. Please note that pursuant to ORC 9.24, only the person (which includes an organization) actually named in the finding for recovery is prohibited from being awarded a contract.

If the person you are searching for appears on this list, it means that the person has one or more findings for recovery and is prohibited from being awarded a contract described in ORC 9.24, unless one of the exceptions in that section apply.

If the person you are searching for does not appear on this list, an initialed copy of this page can serve as documentation of your compliance with ORC 9.24(E).

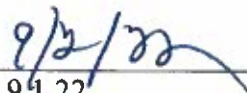
Please note that pursuant to ORC 9.24, it is the responsibility of the public office to verify that a person to whom it plans to award a contract does not appear in the Auditor of State's database. The Auditor of State's office is not responsible for inaccurate search results caused by user error or other circumstances beyond the Auditor of State's control.

Signature Page

Re: An agreement between Ashtabula County Job & Family Services and **Ashtabula County Transportation System** for a **Health Related Transportation Contract for FY 2023**.

Approved as to Legal Form Only:

By: 
Colleen M. O'Toole
Ashtabula County Prosecutor

Date: 
MJH 9.1.22

FISCAL OFFICER'S CERTIFICATE

5705.41 O.R.C.

The undersigned, County Auditor of Ashtabula County, hereby certifies that the amount required to meet the obligations of the County during the year 2021 under the Agreement has been lawfully appropriated for that purpose and is in the Treasury of the County or in the process of collection to the credit of: **2006.030.100-601 Contract Services**; not to exceed **\$100,000.00**, and free from any previous encumbrances.

Agreement Title: A **Health Related Transportation Contract** between **Ashtabula County Job & Family Services** and **Ashtabula County Transportation System (ACTS)**.



David Thomas
Ashtabula County Auditor

Date: 9/12/22

PURCHASE OF TRANSPORTATION SERVICE CONTRACT FOR HUMAN SERVICE PROGRAMS

Contract # 23-3003-ERT

This contract made and entered into on the 1st day of October 2022 by and between the Ashtabula County Job & Family Services and the Ashtabula County Board of County Commissioners or its governing body (hereinafter referred to as ACJFS), and Black Eagle Transit Co., Inc. located at: 1753 West Prospect Road, Ashtabula, Ohio 44004, and whose phone number is: 440-992-2156, (hereinafter referred to as Provider) to provide transportation services for a variety of programs to ACJFS.

Pursuant to Chapter 5101 of the Ohio Revised Code, and rules promulgated by the Ohio Department of Job & Family Services, the ACJFS is authorized to contract with public or private agencies for the purchase of services. The following are the terms of the contract.

1. **Purchase of Service:** Subject to terms and conditions set forth in this contract and the attached Exhibits (such exhibits are deemed to be a part of this contract as fully as if set forth herein), ACJFS agrees to purchase for, and Provider agrees to furnish to, eligible individuals those specific services as detailed in Exhibit I, (the Request for Proposal and the Provider's Proposal).
2. **Purpose:** ACJFS and Provider agree to coordinate services detailed in Exhibit I, and to make all reasonable efforts to coordinate with other service providers, to establish a cooperative, comprehensive county plan for an effective ACJFS transportation program. Provider agrees to ensure that the funds included in this Agreement are used, and the family services duties for which the grants are awarded are performed, in accordance with conditions, requirements and restrictions applicable to the duties established by the Departments and state and federal and local laws, as well as the federal terms and conditions of the grant award.
3. **Contract Period:** This contract will be effective from October 1, 2022 through September 30, 2023 inclusive, and thereafter subject to renewal, at ACJFS' option, for up to two (2) additional time periods unless otherwise terminated.
4. **Availability of Funds:** Payment for all services provided in accordance with provisions of this contract are contingent upon availability of (and will not exceed the total of) local, state and federal matching funds. The total amount of reimbursement available under this contract will not exceed:
\$ 30,000.00
5. **Cost and Delivery of Purchased Services:** Subject to the limitations specified in Article 4 hereof and as detailed in Exhibit II showing individual rates.
6. **Eligibility of Services:** Eligibility shall be considered when ACJFS determines the participant to be eligible for one or more of the following programs: **OWF, SNAP ET/ABAWD, SNAP ET, LEAP, PRC**. Employees of the Provider cannot transport their own family or themselves to appointments that are paid for by ACJFS. Exceptions to this policy will be reviewed and approved or denied on a case-by-case basis by ACJFS.
7. **Non-Eligible Service:** Individuals who are not eligible for the Human Services programs may use transportation as space permits, with the cost of service being recovered as outlined in a separate

agreement by Provider and the referral agency. Individuals eligible for ACJFS Programs shall have priority over all others when ACJFS has authorized the purchase of service.

8. **Fees:** No additional fees will be charged by the service provider to ACJFS eligible individuals for authorized service. Non ACJFS clients who may ride with that individual will be charged the normal and customary fare.
9. **No Show Fees:** A Provider cannot charge “no show” fees due to state Medicaid payment rules that do not allow billing for services not rendered.
10. **Payment for Purchased Service:** Monthly invoices are due to ACJFS by the 15th of the month following the month of service. Repeated untimely and/or incorrect invoices will be grounds for termination pursuant to Contract Section 14, Termination. ACJFS is not responsible for delayed payments due to late, incorrect or incomplete invoices. All invoices submitted will be subject to audit and adjustments by ACJFS and the Ohio Department of Job and Family Services (ODJFS) after payment is made. Attention is directed to Contract Section 25, Responsibility for Audit Exceptions.
11. **Invoice Format:** Provider’s invoice will consist of:
 - (1) A one-page summary invoice signed by an authorized representative and will include:
 - Contract number
 - Service month and year
 - Provider’s name, address, telephone number and billing contact person’s name
 - Total amount invoiced for the month
 - (2) An electronic spreadsheet (provided by ACJFS or another approved format agreed to by both ACJFS and Provider). Provider will include all service provided during the service month on the spreadsheet and the following information for each trip:
 - ACJFS program to be charged
 - Date of trip
 - Client last name
 - Client first name
 - Client pickup address
 - Client destination address
 - Stop(s) address(es)
 - PCA (personal care assistant) name(s) or indication if person is a PCA
 - Total trip mileage
 - Mileage rate
 - Number of one-way trips per passenger
 - Wait start & stop times
 - Total wait minutes being charged
 - Wait time rate
 - Indication if trip is a lift
 - Total trip charge
 - Indication of whether trip was shared with other ACJFS client (to split cost of trip)
 - Driver’s name
 - Report no-shows and cancellations as that could affect the eligibility of the client.
12. **Splitting the Cost of Trips:** Provider is required to split the charge among all ACJFS client passengers for multiple passenger trips.

13. **Duplicate Billing:** Provider warrants that claims made to ACJFS for payment for purchased services shall be for actual services rendered to eligible individuals and do not duplicate claims made by Provider to other sources of public funds for the same service.
14. **Amendment of Contract:** This contract may be amended at any time by a written amendment signed by both parties.
15. **Termination:**
 - a. In the event that Provider does not faithfully and promptly perform its responsibilities and obligations under this contract as determined by ACJFS, ACJFS may terminate the contract by providing Provider with written notice thirty days in advance of the termination date.
 - b. In the event that ACJFS does not faithfully and promptly perform its responsibilities and obligations under this contract, Provider may terminate the contract by providing ACJFS with written notice thirty days in advance of the termination date.
 - c. This contract may be terminated by mutual agreement of the parties. If terminated under this provision, the effective date of termination will be thirty days after the date on which the two parties reach their decision.
 - d. Notwithstanding Sections (a), (b), and (c) of this Article, if the federal and/or other funds designated for the individual program are not available or substantially reduced to ACJFS in an amount adequate to support the activities under this contract as determined by ACJFS, ACJFS may terminate this contract. Such termination is not subject to advanced written notice but will be effective on the date federal and /or other funds are no longer available, or later as stipulated by ACJFS and all reimbursement to Provider will cease as of that date.
16. **Subcontracting:** When deemed necessary to deliver services of the quantity and quality specified in Exhibit I, Provider may subcontract. All such subcontracts will be in the same form as this contract and subject to the same terms, conditions, and covenants contained herein. No such subcontracts shall in any case release Provider of its liability under this contract. Provider is responsible for making direct payment for such services.
17. **Independent Contractors:** Providers, agents, and employees of Provider or the subcontractors will act in performance of this contract in an independent capacity and not as officers or employees or agents of the State of Ohio or ACJFS.
18. **Vehicle Maintenance and Inspection:** The Provider agrees to provide documentation upon request that an annual vehicle inspection for each vehicle has been conducted by the Ohio State Highway Patrol safety inspection unit, or a certified mechanic as outlined in Exhibit I (Request for Proposal) Appendix I-A. The failure to provide documentation may result in suspension of the contract and/or contract termination.
19. **Background Checks:** The Provider agrees to provide background checks of all employees that provide direct services to transportation participants and provide copies of the background checks to ACJFS within 30 calendar days of entering into an agreement and within 30 days of new hire background checks.
20. **Incident and Accident Reports:** Provider will provide ACJFS with a written report of all incidents or

accidents within 48 hours of the occurrence. Reports will be provided immediately or as soon as reasonably possible in cases of ACJFS passenger injury or death.

21. **On Time Performance:** The Provider agrees to arrive within the range time. Range time is defined as 15 minutes either side of the scheduled time. Provider agrees to ensure at least a 95% on time performance rate. Any questions regarding a pickup must be verified with Provider's base while the driver is at the pick-up site. If the late pick up is a result of Provider's inability to locate the pick-up site, ACJFS will not pay for additional mileage incurred while attempting to locate the pick-up site.
22. **Complaint Procedure:** Provider and ACJFS will implement a written complaint procedure to report and resolve any passenger complaints.
23. **Communication:** Provider vehicles and/or drivers will be equipped with some form of two-way communication at all times, i.e., two-way radio, cellular phone.
24. **Financial Records:** The Provider shall maintain independent books, records, payroll, documents, accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract. Such records shall be subject at all reasonable times for inspection, review, or audit by duly authorized federal, state, and ACJFS personnel. Such records shall also be subject to inspection by the individual or entity selected for the audit required by Article 25 of this contract.
25. **Responsibility for Audit Exceptions:** Provider agrees to accept responsibility for receiving, replying to, and/or complying with any audit exception by appropriate state or federal audit directly related to the provisions of this contract.
26. **Availability and Retention of Records:** All records relating to costs, work performed and supporting documentation for invoices submitted to ACJFS by the provider along with copies of all deliveries submitted to ACJFS pursuant to this contract shall be retained and made available by the provider for audit by the State of Ohio (including but not limited to ODJFS, the Auditor of the State of Ohio, Inspector General or duly appointed law enforcement officials) and agencies of the United States government for a minimum of three years after payment under this contract. If an audit is initiated during this time period, the provider shall retain such records until the audit is concluded and all issues resolved.
27. **Confidentiality:** Provider agrees that information concerning eligible individuals shall only be used in support of the ACJFS programs. Disclosure of information by Provider, Provider's employee's, Provider's Sub or Independent contractor for any other purpose is prohibited except upon the written consent of the eligible individual. Both Provider and ACJFS will complete the necessary consent forms with participants so that information can be exchanged as needed.
28. **Civil Rights:** ACJFS and the Provider agree that as a condition of this contract, there shall be no discrimination against any client or any employee because of race, color, sex, religion, national origin, or any other factor as specified in Title VI of the Civil Rights Act of 1964 and subsequent amendments. The Provider hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.); Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794); the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.); all provisions required by the implementing regulations of the Department of Agriculture and Department of Health and Human Services; Department of Justice Enforcement Guidelines (28 CFR Part 50.3 and Part 42) and Department of Agriculture, Food and Nutrition Services (FNS) directives and guidelines, to the effect that, no person shall on the grounds of race, color, national origin, sex,

religious creed, age, political beliefs, disability, or reprisal or retaliation for prior civil rights activity, be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under any program or activity for which sub-grantee receives Federal financial assistance from FNS. In addition, the Provider agrees to provide assistance to persons with Limited English Proficiency (LEP) in their programs and activities as further outlined in Executive Order 13166, reprinted at 65 FR of the Title VI Civil Rights Act. It is further agreed that the Provider will comply with all appropriate federal and state laws regarding such discrimination and the right to any method of appeal will be made available to all persons served under this contract. Any non-compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this contract.

29. Indemnity and Insurance:

a. **Indemnity:** Provider agrees that it will, at all times during the existence of this contract, indemnify and save harmless the ACJFS and the Ohio Department of Job & Family Services and their employees, and the Ashtabula County Commissioners, against any and all liability, loss, damage, and/or related expenses incurred through the provision of services under this contract.

b. **Insurance:** Provider will maintain insurance coverage in an amount reasonably necessary to adequately secure the persons and estates of eligible individuals against reasonable foreseeable torts which could cause injury or death resulting from the lawful performance of this Contract.

Minimum coverage for General Liability in the amount of \$1,000,000.00 each occurrence and Automobile Liability \$1,000,000.00 each occurrence. Any lapse in coverage may result in suspension of the contract and/or contract termination.

30. **Monitoring and Evaluation:** ACJFS and the Provider will monitor the manner in which the terms of the contract are being carried out. ACJFS reserves the right to schedule monitoring visits at regular intervals or may request detailed reports from the Provider. The Provider agrees to provide ACJFS reports relative to the effective operation of the program as specified in Exhibit I. ACJFS may perform at least one on-site monitoring visit during the contract period. Provider and ACJFS may meet at mutually agreed upon times for the purpose of reviewing service data and contract issues.
31. **Accessibility of Program to the Public:** ACJFS and Provider agree to make all reasonable efforts to allow public access to the program by providing convenient hours for public contact, and adequate availability of staff for public inquiries.
32. **Accessibility to the Handicapped:** Provider agrees as a condition of the contract to comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), all requirements imposed by the applicable HHS regulations (45CFR, Part 84) and all guidelines and interpretations issued pursuant thereto. Any agency found to be out of compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this contract.
33. **Maintenance of Service:** The Provider certifies that the services being reimbursed are not available from the provider on a non-reimbursable basis or for less than the unit cost. The provider certifies that they will not use the federal funds to supplant non-federal funds for services.
34. **Referral:** ACJFS and Provider agree that the responsibility and control of the referral process remains with ACJFS. Provider will not exclude or reject a referral without the consent of ACJFS.

35. **Equal Employment Opportunity**: The Provider will comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented in Department of Labor regulations 41 CFR Part 60.
36. **Patent Rights, Copyrights and Rights in Data**: All contracts are subject to the provision and conditions of Patent Rights and Copyrights and Rights in Data.
37. **Clean Air**: For contracts exceeding \$100,000.00, the Provider agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 USC §§ AA 7401 et seq.
38. **Debarment**: The Provider certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. For contract exceeding \$100,000.00, the provider shall submit an "Integrity Certification" regarding debarment, suspension, and other responsible matters.
39. **Lobbying**: The Provider certifies that no funds appropriated by this contract will be used for lobbying as described in 31 USC 1352. For contracts exceeding \$100,000.00, the selected provider shall submit a "Certification Regarding Lobbying" as required by 49 CFR part 20.
40. **Licensing**: The Provider agrees to possess and maintain current all applicable business permits and licenses including those relevant to the operation of a taxicab and or transportation service. Any lapse in permits, licenses or certifications will result in contract suspension, pending termination. Provider agrees to provide copies of same to ACJFS upon request.
41. **Americans with Disabilities Act**: The Provider agrees to comply with the Americans with Disabilities Act of 1990.
42. **Child Support Enforcement**: Provider agrees to cooperate with ACJFS and any Ohio Child Support Enforcement Agency (CSEA) in ensuring employees of the provider meet child support obligations established under state law. Further, by executing this contract, the provider certifies present and future compliance with any court order for withholding of support which is issued pursuant to sections 3113.21 and 3113.214 of the Ohio Revised Code.
43. **Partial Invalidity**: A judicial or administrative finding or decision that any part of this contract is illegal or invalid shall not invalidate the remainder of the contract.
44. **Prohibition of Assignment of Claims**: The assignment of claims under the Assignment of Claims Act of 1940, as amended, 31 U.S.C. 3727, 41 U.S.C. 15 is prohibited.
45. **Conflict of Interest**: Provider shall not engage in any conflict of interest actual or apparent, or attempt to influence the selection, award, or administration of a contract under ACJFS.
46. **Accreditation and Compliance with Tax, License and Insurance Requirements**: The Provider shall comply with all federal, state and local laws and accreditation and compliance with tax, license and insurance requirements. All required insurance shall be kept current throughout the term of the contract.
47. **Drug Free Workplace**: The Provider agrees to comply with all federal, state, and local laws relating to the Drug Free Workplace Act.

Therefore, the below listed parties enter into this contract as stated in Sections 1 through 47 inclusive.

SIGNATURES:



Patrick J. Arcaro, Executive Director
Ashtabula County Job & Family Services

09/01/22

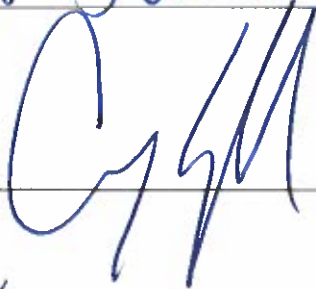
Date



Black Eagle Transit Co.

09/08/2022

Date



9-20-22

Date



Ashtabula County Board of Commissioners

Exhibit I

(Program Description)

**Request for Proposals
For
Transportation Services**

**Health Related Transportation
Employment Related Transportation**

Issued by:

**The Ashtabula County Job & Family Services
(ACJFS)
2924 Donahoe Drive
Ashtabula, Ohio 44004**

Issue Date:

June 15, 2022

RFP Number:

ACJFS RFP #4-22

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Health Related & Employment Related Transportation Services

I. Introduction

The Ashtabula County Job & Family Services (ACJFS) and the Ashtabula County Board of County Commissioners, or its governing body, is accepting proposals for Transportation Services for within and outside of Ashtabula County serving Ashtabula County residents determined eligible for Prevention, Retention and Contingency (PRC), Ohio Works First (OWF), Food Assistance Employment and Training (FAET), Title XX Social Services Block Grant (Title XX), Non-Emergency Transportation (NET) and/or Pregnancy Related Services (PRS). Transportation options are needed for transport to health care appointments, employment, school, daycare facilities, or other locations deemed necessary under supportive services for FAET.

It is the responsibility of the Applicant to be aware of and maintain all required licenses and certifications necessary to provide the proposed service. Applicant proposals must demonstrate ability and experience in providing the service.

Ride Data

For the period of 10-1-20 to 9-30-21, 27,299 rides were provided to participants of the program/eligibility categories referenced. A ride equals 1 passenger transported 1 way.

The term "Applicant" as used in this RFP refers to the individual or entity submitting a proposal.

The term "Provider" as used in this RFP refers to an "Applicant" who is selected to receive a contract or sub-grant agreement as a result of this RFP process.

The term "Agreement" as used in this RFP refers to either a contract or sub-grant agreement award.

As a result of this RFP process and based on the quality of proposals received, ACJFS may proceed in any of the following manners including but not limited to:

1. Award an agreement to one or more applicants for the provision of transportation services. Agreements are awarded based on available funding per program/eligibility category (PRC, OWF, FAET, Title XX, NET & PRS) and ACJFS' determination of need for each program. ACJFS may award an agreement to an applicant for one or more of the program/eligibility categories.
2. Reject any or all proposals, or any part thereof without cause.
3. Not award an agreement through this RFP process, based on the quality of the proposals submitted.
4. Not select any applicant should ACJFS decide not to proceed.
5. Waive any informality in the proposals.

ACJFS reserves the right, if necessary, to contract with multiple applicants to develop a comprehensive transportation coordination, scheduling, and service delivery plan to best meet the needs of those determined eligible for program/eligibility categories.

II. RFP Schedule and Submission Information:

RFP Schedule of Important Dates:

RFP Release	Date: 6-15-22
Question Period Begins	Date: 6-15-22
Pre-Proposal Conference	Date: 7-6-22 @ 10:00 a.m.
Question Period Ends	Date: 7-6-22 @ 4:00 p.m.
Proposals Due to Ashtabula County Board of Commissioners	Date: 7-14-22 @ 2:30 p.m.
Agreement Effective Date	Date: 10-1-22

Pre-Proposal Conference:

A pre-proposal conference will be held on **Wednesday, July 6, 2022**, at **10:00 a.m.** at
ACJFS: 2247 Lake Avenue – OhioMeansJobs office, Ashtabula, Ohio 44004.

Contact Person:

All proposal process questions must be in writing and sent via email or fax prior to **4:00p.m. on 7-6-22** to:

ATTN: Renee Dragon, Program Evaluator

Email: RENEE.DRAGON@jfs.ohio.gov

Fax: 440-998-4253

Proposal Delivery:

Mail or deliver one (1) master copy and three (3) duplicates (total of 4) of the entire written proposal in a sealed envelope or package in the required format to:

The Ashtabula County Board of Commissioners

Attention Lisa Hawkins

25 West Jefferson Street

Jefferson, Ohio 44047-1092

The sealed envelope containing the proposal must be received no later than 2:30 p.m. on 7-14-22
and clearly marked with the applicant's name, address and RFP number:

ACJFS RFP #4-22

III. Applicant Requirements, Inspections and Compliances:

Applicants shall understand, agree, and comply with the following sections:

Requirements:

1. Be a formally organized business or service agency providing the services proposed.
2. Operate the business in compliance with all applicable federal, state, and local laws, and shall comply with:
 - a. non-discrimination laws, federal wage and hour laws, and workers' compensation laws in the recruitment and employment of individuals.
 - b. non-discrimination laws in the provision of services.
 - c. federal rules and statutes take precedence over these conditions in cases where discrepancies between these exist.
 - d. all Federal, State of Ohio, and local laws, rules, executive orders and other legal requirements as they apply to public transportation including drug abuse and alcohol misuse requirements as appropriate.
3. Provide evidence supporting financial responsibility in the coverage of participant loss due to theft, property damage, or personal injury, and have a written procedure which identifies the steps a participant must take to file a liability claim.
4. Have a written procedure for reporting, documenting, investigation and follow-up of all participant incidents and complaints.
5. A provision of any Agreement entered into with ACJFS requires that Applicants must perform background checks of all employees that provide direct services to transportation participants. A criminal background check must be performed in accordance with section 109.572 of the Revised Code for each direct service employee and applicant. The result of the criminal background check must substantiate that no direct service employee or applicant on whom the criminal background check was performed has ever been convicted of or pleaded guilty to any offence listed in divisions (A)(3)(a) to (A)(3)(e) of section 109.572 of the Revised Code.
6. Applicants must comply with the Drug Free Workplace Act.
7. It is the responsibility of the Applicant to be aware of and maintain all required licenses and certifications necessary to provide the proposed service.
8. The Applicant shall document that all utilized vehicles have insurance in compliance with Ohio's financial liability law requirements. A copy of the certificate of insurance and vehicle registration shall be maintained in each vehicle.
9. The Applicant shall document that all vehicle operators and owners maintain proof of financial responsibility as required in section 4509.101 of the ORC for motor vehicles.
10. The Applicant shall document that each vehicle operator has current/valid Ohio motor vehicle operator's license or a license appropriate to the vehicle (i.e., commercial driver's license) and have at least two years of licensed driving experience.
11. The Applicant shall document that an annual OBMV check on vehicle operators has been successfully completed. ACJFS reserves the right to request verification of a current driving record for any direct service worker.
12. The Applicant shall ensure that drivers are trained and knowledgeable in hands-on transfer techniques prior to transporting participants which will include but not be limited to: observation for signs of difficulty, proper way to offer to assist participant, proper assistance techniques and that each operator has been trained and skill-tested in the proper use of the wheelchair lift and securing mechanisms prior to transporting any wheelchair-bound participant.

Inspections and Compliances:

The Applicant is responsible for assuring the safety of each vehicle used to transport participants according to these standards:

1. The Applicant shall have a written plan for regularly scheduled maintenance and safety inspection of vehicles used and must document compliance with the plan.
2. Per O.R.C. 4766.04(A) any person who furnishes, operates, conducts, maintains, advertises, engages in, or proposes or professes to engage in the business or service of transporting people who are seriously ill, injured, or otherwise incapacitated or who require the use of a wheelchair or are confined to a wheelchair are required to be licensed by the Ohio Division of Emergency Medical Service.

3. All vehicles shall:

- a. Be equipped with seat belts for each individual transported, unless the vehicle is exempted by state law.
- b. Have documentation that an annual safety inspection has been conducted through either the Ohio State Highway Patrol safety inspection unit, or a certified mechanic as outlined in Appendix I-A.
- c. Vehicles designed for transporting five or more individuals shall be equipped with emergency equipment specified in Appendix I-A.

4. Vehicles equipped for transporting participants remaining in wheelchairs shall:

- a. Be equipped with permanently installed floor wheelchair restraints for each wheelchair position used
- b. Have documentation of daily inspection and testing of the wheelchair lift prior to transporting any participant that day as outlined in Appendix I-B.

IV. Proposal Specifications & Format:

Proposal Information:

All proposals submitted in response to the RFP will become the property of ACJFS and may be returned only at ACJFS' option and at the applicant's expense. In order to ensure fair and impartial evaluations, Proposals and any documents or other records related to a subsequent negotiation for a final agreement that would otherwise be available for public inspection and copying under section 149.43 of the Ohio Revised Code shall not be available until after the award of the agreement.

Proposal Cost:

The costs of developing proposals are entirely the responsibility of the applicant and shall not be chargeable to ACJFS under any circumstances. ACJFS is under no obligation to compensate the applicant for any expenses incurred as a result of the RFP process.

Proposal Communication:

From the issuance date of this RFP, until the evaluation of proposals has concluded, there may be no communications concerning this RFP between any applicant or possible applicant and any employee of ACJFS, or any other individual who in any way is involved in development or selection process of this RFP or the submitted proposals. All verbal communication must be restricted to the pre-proposal conference. Questions must be submitted in writing. Any verbal questions will not be answered except at the pre-proposal conference. Attempts to make prohibited communications by potential applicants may result in the disqualification of those applicants' proposals.

Proposal Format:

To assure each proposal receives the same orderly review, it is required that all proposals be submitted in the format as described in this section. Proposals must be easily reproduced, on quality paper, single spaced, clearly formatted to Times New Roman (or similar) 12-point font, and not stapled (please use binder clips or paper clips, if possible.) The proposal, including one (1) master, and three (3) copies, must be in a sealed envelope. Each section 1 - 4 will be clearly identified with cover pages provided, and if possible, identification on each page explaining to which section it belongs.

The proposal must be organized in the following format:

Cover Page (not provided) - A proposal cover page is required, including the applicant's name, the RFP title & RFP number. The cover page must clearly identify the proposal as a "master" or "copy".

Proposal Checklist - (Attachment E) must be submitted with "Master" copy only. If an Applicant feels that any of the required documents is not applicable to their organization, a narrative is required and must be submitted with the appropriate cover page.

Section 1 - Application Information (Attachment A):

Applicants will complete this section, identifying organization name, address, and other background information. The master copy of each proposal must have an original applicant information page with an original signature in blue ink. The proposal must be signed by an individual who is authorized to bind the applicant contractually. The signature must indicate the title or position the individual holds in the applicant's organization. Unsigned proposals will be rejected.

Section 2 - Required Documents:

Applicants shall submit the following with their proposal: (Cover pages are provided in Attachment C for each item and must be included with the proposal, preceding and identifying each required document).

A. Financial Statement Requirement: (with master copy only)

1. Most recent Financial Audit (prepared in accordance with Auditing Standards Generally Accepted in the United States of America). The audit report must cover a twelve-month period and be within the applicant's most recent two fiscal years.

-or-

2. If the applicant does not normally have an independent audit, ACJFS will accept a Compilation or Review Report prepared by an independent accountant for the applicant's most recent fiscal year end. The statement must be prepared in accordance with Statements on Standards for Accounting and Review Services Issued by the American Institute of Certified Public Accountants. These statements are prepared in accordance with Generally Accepted Accounting Principles (GAAP).

In lieu of financial statements prepared on the accrual basis (GAAP), ACJFS will accept financial statements prepared on the cash or income tax basis of accounting with full disclosure.

- B. Articles of Incorporation
- C. Proof of Liability Insurance/Other Required Insurance
- D. Equal Employment Opportunity - Affirmative Action Plan
- E. Professional or Operating licenses
- F. Documents used for Monitoring
- G. Employee Training Program description
- H. If applicable: a copy of the license(s) to operate the taxicab company in each area of service
- I. Documentation of licensure and certification by the Ohio Division of Emergency Medical Service, if applicable
- J. Affidavit of Delinquent Personal Property Tax ORC 5719.042
- K. Affidavit of Non-Collusion
- L. Non-Discrimination Agreement O.R.C. 153.59
- M. Representations, Assurances, and Certifications document
- N. Certification Regarding Lobbying
- O. OMB Circular 2 CFR 200 Audit Certification Form
- P. Background checks of all employees that provide direct services to transportation participants.

Section 3 - Program Planning and Development:

The Program Planning and Development section must include the following information:

- A. Program description: Provide a description of how the program service specifications will be fulfilled. The description should demonstrate the applicant's understanding of the program as described in the RFP.
- B. Provide a summary of service and description for each of these areas:
 1. Days and hours service is available. ACJFS seeks to provide services 24 hours a day, 7 days per week.
 2. The number of years the applicant has been providing service(s) similar to the proposed service(s), resulting in relevant experience.
 3. Specifications:
 - (a). A detailed description of the Applicant's method of calculating a trip charge. ACJFS reserves the right to negotiate with individual applicants the method of charging trip mileage.

- (b). Define a round trip ride.
 - (c). Describe the method of charging a "shared" trip.
 - (d). Number of vehicles used to provide service, passenger capacities and number of wheel-chair lift equipped vehicles.
 - (e). Identify procedures to efficiently provide services to multiple passengers while avoiding excessively long trips.
 - (f). Schedule trips to ensure that the average waiting time for pick-up or delivery does not exceed fifteen (15) minutes from the stated pick-up or delivery time.
 - (g). Develop procedures to accommodate last minute requests, scheduling changes, late running vehicles and "no-shows".
 - (h). Assure that ninety percent (90%) of shared-ride trips take no more than 30 minutes more than the time required to accomplish the same trip, at the same time of day, under the same weather and traffic conditions, as on a non-shared basis.
 - (i). Report all incidents, accidents or complaints to ACJFS within 24 hours of the occurrence. Any accident involving passenger injury needs to be reported to ACJFS immediately or if during
- C. Geographic service areas: Applicants shall provide a narrative that addresses how they plan to deliver services both within and outside of Ashtabula County.
- D. Organizational structure: State the history of the applicant organization. Include date of incorporation, main source of financial support, organizational chart, Board of Trustees and/or Advisory members.
- E. Applicant/Staff Qualifications: An explanation of qualified staff associated with the proposed service must be provided, as well as job descriptions for all positions addressed in the program description and budget in order to demonstrate an acceptable level of staff experience and capabilities in performance of the proposed service.

When completing sections 2 and 3, if an applicant feels that one or more of the requirements does not apply, a narrative reflecting the reason a requirement does not apply must be included.

Section 4 - Applicant Budget (Attachment B):

An electronic copy of applicant budget is available upon request.

All applicants are required to submit an Applicant Budget (Attachment B) which establishes a unit rate(s) for the proposed service. The unit rate shall include all costs associated with program including administrative, training, and record documentation. All rates included in the proposal are subject to negotiation if an applicant is awarded an agreement.

Unit of Service:

1. A unit of service is equal to one mile.
2. Proposals must include a standard all-inclusive rate per mile for all forms of transportation, all types of vehicles (standard passenger vehicle, van or mini-van, or wheelchair lift equipped vehicle). The standard rate must cover all trips either within Ashtabula County or Outside of Ashtabula County. The rate shall not include any type of "base" or "surcharge" fee.

Published Public Rates: Proposals must include published public rates if the Provider offers services to the general public.

V. Evaluation and Selection Process:

Proposal Evaluation:

The review process will be conducted in two (2) stages. Stage 1 will consist of a preliminary review to ensure that the proposal adheres to the minimum requirements specified in the RFP. Proposals which adhere to the minimum requirements will be deemed "Qualified". Those which do not, will be deemed "Non-Qualified". Partial submissions or proposals submitted after the designated deadline will be determined to be "Non-Qualified". "Qualified" proposals will then be reviewed in Stage 2, in accordance with the review process.

Stage 1 Review:

“Qualified” proposals in response to the RFP must meet the following requirements:

1. Timely Submission - The proposal is received at the address designated in the RFP and according to instructions. Proposals mailed but not received at the designated location by the specified date will be deemed “Non-Qualified” and will not be considered.
2. Completeness of Submission - proposal submission must include:
 - a. Required number of copies: 1 master and 3 copies (4 total)
 - b. Section 1 Applicant Information Page (Attachment A)
 - c. Section 2 Required Documents A,B,C,D,E,F,G,H,I,J,K,L,M,N,O,P
 - d. Section 3 Program Planning & Development
 - e. Section 4 Applicant Budget, Published Public Rates, Other Negotiated Rates

Proposals which do not meet all of the above stage 1 review requirements will be deemed “Non - Qualified” and will not be reviewed in stage 2.

Stage 2 Review:

All “Qualified” proposals will be reviewed and evaluated. At any time during the review process ACJFS may request additional information from the Applicant. The evaluation will include, but will not be limited to:

- Information obtained from Program Planning and Development (Section 3):
 - A. Applicant’s program description shows understanding of the services requested and provides a detailed description of how the service specifications will be fulfilled.
 - B.1 Ability to adequately service clients according to hours of operation as stated in RFP.
 - B.2 Applicant demonstrates experience with this service or similar service. If experience is not available, applicant shows they qualify to provide the services without prior experience.
 - Applicant has thoroughly defined the method of charging for trips.
 - The Applicant has sufficient vehicle capacity to meet the needs of the program.
 - Applicant demonstrates the ability and experience for scheduling of trips, shared rides, effective utilization of vehicle capacities, problem solve unforeseen changes in trip scenarios.
 - C. Applicant is able to meet the geographical needs of the service area.
 - D. & E. organizational structure, staffing level, qualifications and experience are sufficient to accomplish the requirements of the RFP.
- Cost of proposed service from Applicant Budget (Section 4):
 - The budget effectively defines the unit rate.
 - The budget is inclusive of only necessary costs associated with the program.

Following the Stage 2 Review, one or more Applicants may be invited to ACJFS for oral presentations if ACJFS determines oral presentations to be necessary. Information obtained during the presentation stage will be used in conjunction with Stage 1 and 2 review to complete the evaluation process.

Proposal Selection:

Selection of one or more Applicants based upon the results of the Stage 1 and Stage 2 evaluations may result in the issuance of an agreement. Proposal selection does not guarantee an agreement for services will be awarded. If ACJFS and the Applicant are unable to successfully come to terms regarding the agreement, ACJFS reserves the right to terminate agreement discussions without cause. In this event, ACJFS reserves the right to select another Applicant from the proposal process, cancel the RFP, or reissue the RFP if this is deemed necessary.

Acceptance and Rejection of Proposals:

The decision of the ACJFS and the Board of Ashtabula County Commissioners shall be final. The waiver of an immaterial defect shall in no way modify the RFP documents or excuse the Applicant from full compliance with its specifications if the Applicant is awarded the agreement.

Per O.R.C. 307.862 section B.10:

(a) ACJFS and the Board of Ashtabula County Commissioners reserve the right to reject any proposal in which the applicant takes exception to the terms and conditions of the RFP; fails to meet the terms and conditions of the RFP, including but not limited to, the standards, specifications, and requirements specified in the RFP; or submits prices that ACJFS and the Board of Ashtabula County Commissioners considers to be excessive, compared to existing market conditions, or determines exceed the available funds allocated for this service.

(b) ACJFS and the Board of Ashtabula County Commissioners reserve the right to reject, in whole or in part, any proposal that has been determined, using the factors and criteria ACJFS and the Board of Ashtabula County Commissioners develops, would not be in the best interest of the county.

(c) ACJFS and the Board of Ashtabula County Commissioners may conduct discussions with applicants who submit proposals for the purpose of clarifications or corrections regarding a proposal to ensure full understanding of, and responsiveness to, the requirements specified in the RFP.

Post Selection Meeting:

The post-selection meeting may be utilized only by "Qualified" Applicants passing the first level review, who wish to obtain clarifying information regarding their non-selection. If an Applicant wishes to discuss the selection process, the request for an informal meeting and the explanation for it must be submitted in writing within five days of the receipt of the non-selection notice. The request for a meeting should be sent to Renee Dragon at the address given in the Contact Person section.

VI. Award of Contract/Sub-grant Agreement:

Overview:

The agreement shall incorporate the terms, conditions and requirements of the RFP, the Applicant's proposal and all other agreements that may be reached. ACJFS will design, develop and implement the structure of the agreement. This RFP, the successful Applicant's proposal and other applicable addenda will become part of the final agreement.

Availability of Funds:

ACJFS reserves the right to not award an agreement through this RFP process, based on available funding.

Agreement Period:

The agreement has a tentative effective date of 10-1-22 through 9-30-23.

Invoicing:

Provider(s) will be required to submit a detailed invoice to ACJFS on a monthly basis in a format approved by ACJFS. Payments will be made based upon the agreed rate. Providers will report actual expenses monthly in a format approved by ACJFS. Payments will be reconciled periodically to ensure that total payments do not exceed actual expenses.

Performance & Monitoring:

ACJFS will monitor the manner in which the terms of the agreement are being carried out. ACJFS reserves the right to schedule monitoring visits at regular intervals or may request detailed reports from the Provider(s). Provider(s) agrees to provide ACJFS reports relative to the effective operation of the program. ACJFS may perform at least one on-site monitoring visit during the agreement period. Provider(s) and ACJFS may meet at mutually agreed upon times for the purpose of reviewing service data and agreement issues. Provider(s) must maintain records sufficient to document eligibility and any additional demographic data requested by the ACJFS.

See Attachment D for a sample Agreement for minimum contractual requirements of all ACJFS Providers. ACJFS reserves the right to add or delete agreement language to meet the project needs.

Confidentiality and Security:

The Provider agrees that information concerning eligible individuals shall only be used in support of the service program. Disclosure of information for any other purpose is prohibited except upon the written consent of the eligible individual. Both the Provider and ACJFS will complete the necessary consent forms with participants so that information can be exchanged as needed.

Publicity:

Any program descriptions, publicity releases, or other public references including but not limited to, both internal and external informational pamphlets, brochures, and media releases on the services provided under this agreement will clearly state that the services are funded by ACJFS. Provider assumes responsibility for the development and cost associated with these items and agrees to obtain approval from ACJFS before releasing promotional materials and/or items.

Applicable Laws and Rules:

Providers shall understand, agree with, and comply with the following:

1. Americans with Disabilities Act of 1990
2. Occupational Safety and Health Act of 1970
3. Equal Employment Opportunity Act
4. Documentation of licensure and certification by the Ohio Division of Emergency Medical Service, if applicable.
5. Any Federal, State and Local laws regarding the service.

If awarded an agreement which exceeds \$100,000.00, Providers shall understand, agree, and comply with the following:

6. Clean Air Act, as amended, 42 USC §§ AA 7401 et seq.
7. Certify that no funds appropriated by the agreement will be used for lobbying as described in 31 USC 1352. The Applicant shall submit a "Certification Regarding Lobbying" as required by 49 CFR part 20.
8. The Provider certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. The Provider shall submit an "Integrity Certification" regarding debarment, suspension, and other responsible matters.

Patent or Copyright Liabilities:

The Provider will protect, defend and hold free and harmless ACJFS, Ashtabula County, its officers, employees, agents, and Board of County Commissioners against all claims that any of the designs supplied hereunder infringe a U.S. patent or copyright. The Provider will pay all resulting costs, damages, and attorney's fees to defend Ashtabula County against such claims. ACJFS will promptly notify the Provider in writing of all claims, and the Provider will have control of the defense and all related settlement negotiations. If such claim has occurred, or is likely to occur, ACJFS agrees to permit the Provider, at Provider's option and expense, either to procure for ACJFS the right to continue using the designs or programming or to replace or modify the same so that they become non-infringing but still meet the requirements of the RFP.

Software and Ownership Rights:

ACJFS will have ownership rights in software, software modifications, and associated documentation designed, developed, or installed with the use of County funds. ACJFS reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, or otherwise use and authorize others to use the software, software modifications and documentation for County, State, and Federal government purposes (edited APM.4046. (5)).

Appendix I

Appendix I-A

Transportation Requirements

Required Annual Inspection Elements for Vehicles:

1. Seating:

- a. All seats must be securely fastened to the floor.
- b. No broken tubing or protruding pieces of metal should be around seats.

2. Defrosters & Heaters:

- a. Must operate as designed.
- b. Heater cores must be clean and free of leaks and obstructions to the flow of air.
- c. Hoses must not have cracks or leaks and must otherwise be in good condition.
- d. Fan guards must be metal or plastic.

3. Windshield Wipers & Washers:

- a. Must operate as designed.
- b. Wiper blades in the vehicle operator's field of vision must be clean.
- c. Wiper blades must not be brittle or badly worn.

4. Vehicle Floor:

- a. Must be metal
- b. Must be intact without holes.

5. Mirrors:

- a. Must have at least one rear view interior mirror that is properly secured and in proper placement.
- b. Must have at least one mirror on each side of the vehicle that is properly secured and in proper placement.
- c. Prismatic lens must be properly installed.
- d. All mirrors must enable operators to see a clean image (i.e. without cloudiness, cracks, or other obstacles on the mirror to interfere with reflection).

6. Emergency Equipment:

- a. The red reflectors must be stored in the vehicle.
- b. The vehicle must have a five-pound dry chemical fire extinguisher with the minimum rating outlined in section 20 b.c. of the Ohio fire code and based on section 10 of the National Fire Protection Association. The fire extinguishers must be securely mounted near the vehicle operator for easy access.
- c. The vehicle must be equipped with a first aid kit.

7. Brakes:

- a. Properly located and free of crimps, rust, breaks in integrity, and not in contact with inappropriate vehicle components.
- b. Tail exhaust pipes are properly secured to prevent dropping on the break line.

- c. Vehicles using vacuum-assisted breaks: wheel cylinders, master cylinders, hydrovac, and hose connections must be free of fluid leaks.
- d. Vehicles using air brakes: reservoirs, chambers, valves, connections, and lines must be free of air leaks.
- e. During inspections, brake pads must be checked against the vehicle manufacturer's specifications.
- f. All moisture ejection valves must be free of leaks and in proper working order.

8. Emergency Brakes:

- a. The vehicle must have a functional emergency brake that is capable of stopping or holding the vehicle in an emergency or while parked. The emergency brake shall hold the vehicle on any grade and under all conditions of loading on a surface free of snow, ice, or loose material.
- b. If the emergency brake is located on the drive shaft, the brakes shall:
 - i. Hold the vehicle in parked position;
 - ii. Be properly mounted, and;
 - iii. Have cables that are properly lubricated and not hazardously worn.

9. Steering Gear:

- a. The steering shaft must have no more than one half-inch upward motion when the steering wheel is pulled upwards.
- b. The steering gear assembly, power steering unit, brackets, and mounting bolts must be securely fastened.
- c. If installed, power steering must be operative, properly mounted, and have correct fluid levels and belt tensions.
- d. Tie rod ends must function properly.
- e. Tires must not rub any chassis or body component in any position.

10. Horn: Must operate as designed.

11. Windshield & Windows:

- a. Window glass must be free of chips or cracks and be securely mounted without exposed edges.
- b. Plexiglass will not be used to replace safety glass.

12. Emergency Door:

Applicable to Bus Type Vehicles

- a. The door must be able to open to its maximum width without catching or binding.
- b. All handles must be permanently installed.
- c. Operating instructions for the emergency door must be lettered or decaled inside the emergency door.
- d. The safety buzzer must operate as designed and be placed in the vehicle operator's area to warn passengers that the emergency door is opened.
- e. The door must be free of temporary or permanent obstructions.
- f. No padlocks or other added security devices are to be used to secure the door while the vehicle is in motion.

13. Springs & Shocks:

- a. Must be intact
- b. Must be properly mounted
- c.

14. Tires:

- a. Must have no less than two sixteenth inch tread pattern measured anywhere on the tire.
- b. Retread tires should not be located on the steering axle.
- c. Must be free of irregular wear, cuts, bruises, and breaks.
- d. Must be balanced and in proper alignment.
- e. All lugs must be present and fitted tightly on tires.
- f. All tread types must match mated tires.

15. Exhaust System:

- a. Must be intact and operating as designed.
- b. All pipe and muffler joints must be properly welded or clamped.
- c. Exhaust manifolds must be free of cracks and missing bolts.

16. Lights:

- a. Must operate as designed.
- b. Must meet ORC and OAC requirements for vehicle lighting.

17. The Vehicle Body:

- a. Condition must be intact.
- b. Must be free of broken parts that can cause injury.

18. Gas Tank:

- a. Must be free of rust, damage or leaks.
- b. Must be securely mounted.

19. Seating Area & Aisle: Must be free of debris.

Appendix I-B

Required Daily Wheelchair Lift Inspection Elements:

Before each day's services are provided, providers must complete and document an inspection of the wheelchair lift prior to any participant service that day according to the following specifications:

1. Run the lift through one complete cycle to be sure that it is operable.
2. Check for any signs of seal leaking or binding of hardware.
3. Check for frayed or damaged lift cables, hydraulic hoses, or chains.
4. Check for physical damage and jerky operation.
5. Check for hazardous protrusions and exposed edges. Assure that all protrusions are adequately padded and protected.
6. Check all fasteners and assure that all bolts are snug.
7. Make sure the lift is properly secured to the vehicle when stored.
8. Clean the lift completely of dirt, mud, gravel, and corrosive elements such as salt.
9. Lubricate the lift in compliance with the manufacturer's requirements.
10. Providers shall not use the lift any time repairs are necessary.

**ATTACHMENT A
TRANSPORTATION PROGRAMS
APPLICANT INFORMATION**

AGENCY / ORGANIZATION NAME: BLACK EAGLE TRANSIT CO.

ADDRESS: 5600 W 58TH ST ASHTABULA, OHIO 44004

PHONE: 440-992-1182 FAX: 440-992-9376

SERVICE SITE (if different than above): _____

ADDRESS: _____

PHONE: _____ FAX: _____

FEDERAL TAX I.D. NUMBER: 20-5417461

EXECUTIVE DIRECTOR/DIRECTOR: KYLE BRUCKMAN EMAIL: KYLE@ASHTABULACITYCAB.COM

PROGRAM COORDINATOR: JOYCE BOSWORTH EMAIL: CITYTAXICAB@YAHOO.COM

FISCAL CONTACT: JOYCE BOSWORTH EMAIL: CITYTAXICAB@YAHOO.COM

TERMS AND CONDITIONS

It is understood and agreed upon by the undersigned authorized individual that: Funds granted as a result of this request are to be expended for the purposes set forth and in accordance with all applicable laws, regulations, policies and procedures of this State, County, and the Ashtabula County Job & Family Services (ACJFS). Any proposed changes in the proposal as approved will be submitted in writing by the applicant and upon notification of approval by the ACJFS shall be deemed incorporated into and become a part of this agreement. This request for proposal is being issued on the basis of the presumed availability of funds. ACJFS will not be liable should funds be eliminated or reduced. Completion of a proposal does not imply that ACJFS will fund a proposal. Proposals are subject to review by representatives of ACJFS. At its sole discretion, ACJFS may negotiate the unit price, or any other factors, prior to determining to enter or not to enter an agreement based on a proposal.

NAME, TITLE AND SIGNATURE OF AUTHORIZED INDIVIDUAL:

NAME: KYLE BRUCKMAN

SIGNATURE: _____

(Note: original signature must be in blue ink)

TITLE: PRESIDENT

DATE: _____

07/07/2022

Black Eagle Transit Co.

Section 3

Program Planning and Development

Section 3 - Program Planning and Development

A. Program Description

Black Eagle Moving Company, DBA: Black Eagle Transit Co. program description will be implemented to fulfill the requirements of Ashtabula County Department of Job & Family Services (ACDJFS) Transportation Services. Black Eagle Transit Co. is fully qualified to provide transportation for non-emergency appointments. Our mission is to provide safe and courteous transportation to those that have been pre-approved by ACDJFS. It is our intention that each and every client will receive the highest quality service regardless of race, age, sex, physical or mental handicap, or medical condition. Black Eagle Transit Co. strives to provide a diverse and wide range of services to accommodate all of our customers' needs. ASAP calls requiring immediate (within 1 hour of ACDJFS "calling") will be scheduled if possible. Black Eagle Transit Co. will provide a prompt response to all requests for transportation, in order for us to remain a responsible and reliable provider for clients in and outside of the county.

Black Eagle Transit Co. is an Ohio corporation in good standing, fully licensed and qualified to conduct business within Ashtabula County, and the surrounding counties. All client information is handled in accordance with all statutes and kept confidential in accordance to HIPPA.

The hiring practices of Black Eagle Transit Co. ensures only the most qualified applicants are rigorously pre-screened for employment and that it complies with all Federal & State Acts such as the Civil Rights Act of 1964, Equal Pay Act, Age Discrimination in Employment Act, and American with Disabilities Act.

All drivers that are employed and contracted with Black Eagle Transit Co. are pre-screened with FBI & BCI background check in accordance with both O.A.C. 5160-15-14 & 5123-2-02, driving record check, drug screening and trained in providing the clients with the best possible ride. All drivers are familiar with the county and are able to timely pickup and drop-off. The drivers are at least 24 years of age with at least 2 years of driving experience. They are all CPR & First aid certified with-in 90 days of being hired, as well as, PASS certified prior to operating wheel chair capable vehicles. All drivers are drug tested at time of hire, post-accident depending on severity, and randomly throughout the year. Drivers take special care to physically inspect their vehicle before and after every shift.

Other staff also realizes the importance of these rides to the clients. They are dedicated to ensuring a seamless transition from calls requesting service to the dispatching to the pickup and delivery. They are trained that these calls must have first priority over other calls to ensure that the waiting time is at a minimum. "Will Call" for return will be prioritized by medical first then non-medical. Going into an appointment will be prioritized over return from appointments. All ACDJFS call slips are dispatched before other company charges. Lift returns usually have quicker response times than another vehicle might.

B. Summary of service:

1. Black Eagle Transit Co. is a for profit Ohio Corporation, operates 16 hours per day Monday - Friday, and limited weekends as scheduled.
2. Black Eagle Transit Co. is a Commercial Agency for The Ohio Department of Developmental Disabilities (pending), as well as, an affiliate of, and sharing the same owner as, City Taxi Cab & Transfer Co., which has provided transportation services for ACDJFS since 1995. Black Eagle Transit is specifically purposed in providing contracted services to Medicaid, DODD, as well as, other various local and state level government agencies.

3. Specifications:

(A.) Flat rate one way fare for any Black Eagle Transit Co. trip will be \$12.41, regardless of whether it is inside or outside of the city of Ashtabula up to and including 3.4 miles starting at base. Trips are scheduled so that we may pick up close to 15 minutes before or after the scheduled pickup time.

(B.) Flat rate round trip fare will be \$24.82 up to and including 6.8 miles with (1) stop, regardless of whether it is inside or outside of the city of Ashtabula up to and including 3.4 miles starting at base.

(C.) Shared rides will be charged \$3.65 per mile. The total cost is divided by the total number of riders. We will wait only 5 minutes at each pickup to assure that the clients reach their destination on time.

(D.) Non flat rate trips will be charged a rate of \$3.65 per mile and calculated as follows, including one-way trips exceeding 3.4 miles or round trips exceeding 6.8 miles; trips up to, and including 14.9 miles from base, are from base, to pick-up, to destination, and trips 15 miles or greater from base, are base, to pick-up, to destination, and back to base.

(E.) All fares outside of the "flat rate" definitions will be rounded up in half mile increments for invoicing.

(F.) Wait time is charged at a rate of \$.50 per minute for all trip types. First 5 minutes is free. Wait time is charged per vehicle, not per person. We will only wait at the pickup address for up to 5 minutes before marking them a no show, and leaving.

(G.) For local calls the shared rides will be grouped together by the appointment time, same general area, and same general destination. For Out of County calls, the call slips are combined by appointments times and same direction / general area of appointments. If the return is much later than all other riders in the vehicle, a separate vehicle may be scheduled to bring that client back. Regular call slips will be combined with Lifts, if at all possible, and depending on availability of seats.

(H.) No Shows: if the passenger is a no show and/or did not cancel the pickup ride 2 hours prior to the dispatch time the return ride will automatically be cancelled. We will not go and pick them up. Additionally, if a client is a no show three (3) times in the same month, or two (2) times consecutively, they will be omitted from receiving transportation for the remainder of the month in which the most recent no show occurred.

(I.) We will not call the customer to notify them that the driver is waiting outside, nor will we knock at their door. For customers that are in wheelchairs, they themselves or their assistant must bring them out to the vans and return them to their homes from the vans, without help from the drivers. If it is requested that the driver assist a wheelchair person, they must have a wheelchair accessible property.

(J.) All trips in a 10-mile radius will be given a pick-up time of roughly 30 minutes prior to the appointment time. All others will have earlier pickup times depending on the pickup location & destination and weather conditions. We will be using a standard of 25 miles per hour to gauge the amount of time needed to get the passengers safely and on time to their destinations. All times may be changed if due to ride sharing but no more than 60 minutes.

(K.) Procedure for last minute and or same day request: A worker from ACDJFS will call Black Eagle Transit Co. first, to be sure that we have a driver available to do the run. Once it is verified that the ride can be done the paperwork must be faxed or emailed over immediately.

(L.) Procedure for schedule changes: A worker from ACDJFS should call within 3 hours prior to the scheduled pickup time to make changes or cancel. Late running vehicles: We will call the passengers to let them know we are running late but normally during inclement weather we dispatch an extra 30-45 minutes earlier than normal to accommodate the road conditions without express permission from ACDJFS.

(M.) The form titled Unusual Incident Report will be used for any problems, accidents, injury, and unusual incidents within 24 hours via fax or e-mail. Complaints will be referred to ACDJFS.

(N.) Vehicle list below:

Vehicle	# Of Units	Passenger Capacity
WHEELCHAIR LIFT VAN	1	2 WC & 1 PASSENGERS
WHEELCHAIR LIFT VAN	2	1 WC & 5 PASSENGERS
FORD TAURUS SEDAN	4	UP TO 4 PASSENGERS
FORD EXPLORER SUV	2	UP TO 4 PASSENGERS
FORD E350 VAN	2	UP TO 14 PASSENGERS
CHEVY TAHOE SUV	1	UP TO 4 PASSENGERS

C. Geographical Service Areas

1. Primarily we cover all of Northeast Ohio, but Black Eagle Transit Co. will cover the 48 contiguous states if needed.

D. Organizational Structure:

1. See attached Organizational Chart.

E. Provider Staff Qualifications

1. See attached listing of job descriptions.

BLACK EAGLE TRANSIT CO.

-Job Description-

Location: 5600 W 58th St. Ashtabula, Ohio 44004

Job Title: Operations Manager / CEO

License Requirement: Yes, Ohio Class D, Driver's License

Type of Position: Full Time / Contract

Job Description: Successful applicant will provide support, leadership, and direction to ensure delivery of all contracted services. Applicant will control the daily operations in compliance with the policies of the contracting agencies, as well as, with company policies.

Key Responsibilities:

- Effectively manage customer relations, and contracted services.
- Prepare RFPs, and bid for contracted services.
- Write and maintain company policies, and documents.
- Select and train all staff, and contractors.
- Oversee entirety of day-to-day operations, including invoicing, payroll, trips, and scheduling.
- Oversee vehicle maintenance plan, and ensure fleet availability to meet service requirements.
- Oversee safety and training programs, plans, and processes to ensure compliance with all necessary requirements.
- Conduct department audits, and ensure financial, safety, and operational requirements are met, and any other managerial duties as needed.

Work Experience Requirements:

- College degree, or equivalent business management experience.
- Experience with payroll, invoicing and accounting.
- Experience calculating, filing and paying quarterly taxes, as well as, employment benefits / insurances.
- Competency with QuickBooks, disbursement of payments, and reconciliation.
- Competency with computers, Microsoft Excel, and Office.
- Ability to manage company budget, assess financial performance, forecast, and meet operational / financial goals.
- 5 years transit experience, especially operational / scheduling.
- Ohio Driver's license with clean MVR.
- PRE-EMPLOYMENT DRUG SCREENING, AND BACKGROUND CHECK REQUIRED.

BLACK EAGLE TRANSIT CO.

-Job Description-

Location: 5600 W 58th St. Ashtabula, Ohio 44004

Job Title: Hiring & Safety Manager

License Requirement: Yes, Class D, Driver's License

Type of Position: Part Time

Job Description: Successful applicant will manage the hiring process, as well as, safety and training programs for Driver and Transit operations. Hands on manager will schedule and perform interviews of Driver applicants, and any required testing. Stay up to date with all job, and safety related compliances. Go over policies, job responsibilities, employee agreements, safety and training practices. Implement new safety and training procedures as required.

Key Responsibilities:

- Schedule and perform interviews, training and testing of Driver applicants.
- Ensure all Drivers are current with license, safety and training requirements.
- Ensure all safety and training policies are current, and compliant.
- Review companywide safety performance, determine cause and preventability for all incidents.
- Implement new hiring, safety, and training practices as needed.
-

Work Experience Requirements:

- Transit operation and safety experience.
- Human Resources experience.
- Secretary / clerical experience.
- Strong organizational and analytical skills.
- Proficiency with computers / Microsoft office.
- Drivers license with clean MVR.
- PRE-EMPLOYMENT DRUG SCREENING AND BACKGROUND CHECK REQUIRED.

BLACK EAGLE TRANSIT CO.

-Job Description-

Location: 5600 W 58th St. Ashtabula, Ohio 44004

Job Title: Dispatcher

License Requirement: Preferred, Class D, Driver's License

Type of Position: Full Time / Part Time

Job Description: Successful applicant will provide direction to, and maintain two-way communication with Drivers, as well as, making scheduling adjustments to maximize on time performance, minimize client wait time, and service disruptions with regards to vehicle / Driver availability.

Key Responsibilities:

- Assign trips, vehicles, and required equipment to Drivers.
- Maintain Dispatch logs, and pre-trip inspections.
- Input scheduled trips into our dispatching software.
- Input trip mileage, and pick-up / light times as called in by Drivers.
- Monitor on time performance, and make vehicle / schedule changes as necessary.
- Communicate by email, phone, and fax with customers, as well as, clients.
- Maintain a safe, clean, organized, and clutter free work environment.
- Ability to multitask, work independently, and follow directions.

Work Experience Requirements:

- High School Diploma, or Equivalent.
- Ability to read, write, and communicate clear English.
- Familiarity with service area.
- Transit operation and dispatch experience.
- Customer service experience.
- Data entry / clerical experience.
- Strong organizational, math, and analytical skills.
- Proficiency with computers / Google Maps / Microsoft office.
- Supervision experience. (Preferred)
- Drivers license with clean MVR. (Preferred)
- PRE-EMPLOYMENT DRUG SCREENING AND BACKGROUND CHECK REQUIRED.

BLACK EAGLE TRANSIT CO.

-Job Description-

Location: 5600 W 58th St. Ashtabula, Ohio 44004

Job Title: Driver

License Requirement: Yes, Ohio Class D, Driver's License

Type of Position: Full Time / Part Time

Job Description: Successful applicant is responsible for safely operating a transit motor vehicle.

Key Responsibilities:

- Operate motor vehicles safely, while maintaining cleanliness.
- Perform, and document pre / post trip vehicle inspections.
- Report vehicle defects, and unusual incidents as required.
- Assist passengers as needed, and ensure their comfort / safety.
- Successfully perform scheduled manifest by picking up clients, and delivering them on time.
- Communicate effectively with Dispatch via two-way communication system.
- Complete necessary training / testing to operate a wheelchair lift van.
- Complete CPR and First Aid training.

Work Experience Requirements:

- High School Diploma, or Equivalent.
- Ability to read, write, and communicate clear English.
- 3 years driving experience. (Commercial preferred)
- Must be at least 24 years old. (Varies based on insurance provider)
- Must be able to pass a DOT physical.
- Must possess attitude of safety.
- Must have working cell phone. (Smart phone with GPS preferred)
- Familiarity with service area.
- Customer service experience.
- Team player, and must be flexible to schedule changes to accommodate company needs.
- Ohio Driver's license with clean MVR.
- PRE-EMPLOYMENT DRUG SCREENING (Hair Follicle), AND FBI / BCI BACKGROUND CHECK REQUIRED. (OAC 5160-15-14 & OAC 5123-2-02)

BLACK EAGLE TRANSIT CO.

-Job Description-

Location: 5600 W 58th St. Ashtabula, Ohio 44004

Job Title: Maintenance

License Requirement: Yes, Ohio Class D, Driver's License

Type of Position: Full Time / Part Time

Job Description: Successful applicant is responsible for general facility and fleet maintenance.

Key Responsibilities:

- Perform general facility maintenance, such as, mowing, landscaping, shoveling snow, salting, cleaning, painting, laundry, basic carpentry, HVAC, electrical, and plumbing.
- Perform general fleet maintenance, such as, basic repairs, washing / detailing vehicles, changing tires, changing bulbs, replacing wiper blades, replacing batteries, oiling doors / lifts, checking and topping off fluids.
- Ensure all vehicles, as well as, facility have proper fire extinguishers, first aid kits, roadside triangles, and any other necessary safety equipment.
- Run errands, transport vehicles to repair facility, deliver mail to post office, and pick up materials / parts as needed.

Work Experience Requirements:

- High School Diploma, or Equivalent.
- Ability to read, write, and communicate clear English.
- General automotive repair, and maintenance knowledge / experience.
- General handyman experience.
- Attention to detail, and cleanliness.
- Self-motivated, and able to work without constant supervision.
- Must be a team player, and flexible to schedule changes.
- Must be at least 24 years old. (Varies based on insurance provider)
- Ohio Driver's license with clean MVR.
- PRE-EMPLOYMENT DRUG SCREENING, AND BACKGROUND CHECK REQUIRED.

CEO / OPERATIONS MANAGER

Kyle Bruckman

BOOKKEEPER / OFFICE MANAGER ————— HIRING / SAFETY MANAGER

Mary-Jean

Joyce Bosworth

DISPATCHER DRIVER MAINTENANCE

Dallas

Huggins

Alex

(Available)

Lane – Ruot

Webb

Rockow

Colby

Exhibit II

(Fee Schedule)

**Black Eagle Transit Company
Rate / Fee Schedule and Definitions:**

Rate Type:	Rate Amount:	Definition Specifications:
Unit Cost Per Mile:	\$ 3.58	General Unit Rate is \$3.58 per mile with the following modifications:
One Way - Flat Rate:	\$ 12.17	Up to and including 3.4 miles, Base to pick-up to destination. Miles are calculated Base to pick up to destination without regard to Ashtabula City boundaries. Trips are scheduled to pickup close to 15 minutes before or after the scheduled pickup time.
Round Trip - Flat Rate	\$24.34	Up to and including 6.8 miles with (1) stop, regardless of whether it is inside or outside of the City of Ashtabula up to and including 3.4 miles starting at base.
Per Mile Charge (Non-Flat Rate Trips)	\$ 3.58	One-way trips exceeding 3.4 miles or round trips exceeding 6.8 miles. Trips up to 24.9 miles from Base to pick-up to destination and trips 25 miles or greater from Base to pick-up to destination and return to Base.
Wait Time	\$ 0.45	Wait time is charged at a rate of \$0.45 per minute for all trip types. The first 5 minutes are free. Wait time is charged per vehicle not per person. We will only wait at the pickup address for up to 5 minutes before marking them a no show and leaving.
Stop Charges	\$ 1.00	The first pick-up location and the destination are not charged as stops. Stops in between such as 2 nd or succeeding passenger pick-up points are stops. Any in route stops i.e., daycare, bank, pharmacy are stops.
Title XX Seat Charge (ACJFS HRT use only)	\$15.00	The Title XX Seat Charge is not a Black Eagle Transit Co. rate. It is an amount determined by ACJFS to calculate Title XX client co-pay. For trips 25 miles or greater a "Seat Charge" will be utilized to determine the Title XX client co-pay. The client co-pay percentage is to be applied to the Seat Charge for either a one-way or round trip. \$15.00 each way.
All trips are to be map requested for mileage: Trips up to 24.9 miles will be map requested using shortest distance. Trips greater than 24.9 miles will be map requested using shortest time.		



Office of Auditor of State
88 East Broad Street
Post Office Box 1140
Columbus, OH 43216-1140

Auditor of State - Unresolved Findings for Recovery Certified Search

(614) 466-4514
(800) 282-0370

I have searched The Auditor of State's unresolved findings for recovery database using the following criteria:

Contractor's Information:

Name: ,
Organization: **Black Eagle Transit Company**
Date: **9/1/2022 9:51:01 AM**

This search produced the following list of 4 possible matches:

Name/Organization	Address
Blackwell, Amber	33662 Hysell Run Road
Blagg, Timothy	15989 State Route 93
Blanton, Rachel	10052 State Route 772
Brock-Blanks, Deborah	731 N. Fred Shuttlesworth

The above list represents possible matches for the search criteria you entered. Please note that pursuant to ORC 9.24, only the person (which includes an organization) actually named in the finding for recovery is prohibited from being awarded a contract.

If the person you are searching for appears on this list, it means that the person has one or more findings for recovery and is prohibited from being awarded a contract described in ORC 9.24, unless one of the exceptions in that section apply.

If the person you are searching for does not appear on this list, an initialed copy of this page can serve as documentation of your compliance with ORC 9.24(E).

Please note that pursuant to ORC 9.24, it is the responsibility of the public office to verify that a person to whom it plans to award a contract does not appear in the Auditor of State's database. The Auditor of State's office is not responsible for inaccurate search results caused by user error or other circumstances beyond the Auditor of State's control.

Signature Page

Re: An agreement between Ashtabula County of Job & Family Services and **Black Eagle Transit Company** for an **Employment Related Transportation Contract for FY 2023**.

Approved as to Legal Form Only:

By: 
Colleen M. O'Toole
Ashtabula County Prosecutor

Date: 
MJH 9.1.22

FISCAL OFFICER'S CERTIFICATE

5705.41 O.R.C.

The undersigned, County Auditor of Ashtabula County, hereby certifies that the amount required to meet the obligations of the County during the year 2022 under the Agreement has been lawfully appropriated for that purpose and is in the Treasury of the County or in the process of collection to the credit of: **2006.030.100-601 Contract Services**; not to exceed **\$7,500.00**, and free from any previous encumbrances.

Agreement Title: An **Employment Related Transportation Contract** between **Ashtabula County Job & Family Services** and **Black Eagle Transit Co.**



David Thomas
Ashtabula County Auditor

Date: _____



PURCHASE OF TRANSPORTATION SERVICE CONTRACT FOR HUMAN SERVICE PROGRAMS

Contract # 23-3004-HRT

This contract made and entered into on the 1st day of October 2022 by and between the Ashtabula County Job & Family Services and the Ashtabula County Board of County Commissioners or its governing body (hereinafter referred to as ACJFS), and Black Eagle Transit Co. located at: 1753 West Prospect Road, Ashtabula, Ohio 44004, and whose phone number is: 440-992-2156, (hereinafter referred to as Provider) to provide transportation services for a variety of programs to ACJFS.

Pursuant to Title XIX of the Social Security Act, Chapter 5101 of the Ohio Revised Code, and rules promulgated by the Ohio Department of Job & Family Services, the ACJFS is authorized to contract with public or private agencies for the purchase of services. The following are the terms of the contract.

1. **Purchase of Service:** Subject to terms and conditions set forth in this contract and the attached Exhibits (such exhibits are deemed to be a part of this contract as fully as if set forth herein), ACJFS agrees to purchase for, and Provider agrees to furnish to, eligible individuals those specific services as detailed in Exhibit I, (the Request for Proposal and the Provider's Proposal).
2. **Purpose:** ACJFS and Provider agree to coordinate services detailed in Exhibit I, and to make all reasonable efforts to coordinate with other service providers, to establish a cooperative, comprehensive county plan for an effective ACJFS transportation program. Provider agrees to ensure that the funds included in this Agreement are used, and the family services duties for which the grants are awarded are performed, in accordance with conditions, requirements and restrictions applicable to the duties established by the Departments and state and federal and local laws, as well as the federal terms and conditions of the grant award.
3. **Contract Period:** This contract will be effective from October 1, 2022 through September 30, 2023 inclusive, and thereafter subject to renewal, at ACJFS' option, for up to two (2) additional time periods unless otherwise terminated.
4. **Availability of Funds:** Payment for all services provided in accordance with provisions of this contract are contingent upon availability of (and will not exceed the total of) local, state and federal matching funds. The total amount of reimbursement available under this contract will not exceed:
\$600,000.00
5. **Cost and Delivery of Purchased Services:** Subject to the limitations specified in Article 4 hereof and as detailed in Exhibit II showing individual rates.
6. **Eligibility of Services:** Eligibility shall be considered when ACJFS determines the participant to be eligible for one or more of the following programs: **Title XX transportation, Non-emergency Transportation (NET), Pregnancy Related Services Transportation (PRS)**. Employees of the Provider cannot transport their own family or themselves to appointments that are paid for by ACJFS. Exceptions to this policy will be reviewed and approved or denied on a case-by-case basis by ACJFS.
7. **Non-Eligible Service:** Individuals who are not eligible for the Human Services programs may use transportation as space permits, with the cost of service being recovered as outlined in a separate agreement by Provider and the referral agency. Individuals eligible for ACJFS Programs shall have priority over all others when ACJFS has authorized the purchase of service.

8. **Fees:** No additional fees will be charged by the service provider to ACJFS eligible individuals for authorized service. Non ACJFS clients who may ride with that individual will be charged the normal and customary fare.
9. **No Show Fees:** A Provider cannot charge “no show” fees due to state Medicaid payment rules that do not allow billing for services not rendered.
10. **Payment for Purchased Service:** Monthly invoices are due to ACJFS by the 15th of the month following the month of service. Repeated untimely and/or incorrect invoices will be grounds for termination pursuant to Contract Section 14, Termination. ACJFS is not responsible for delayed payments due to late, incorrect or incomplete invoices. All invoices submitted will be subject to audit and adjustments by ACJFS and the Ohio Department of Job and Family Services (ODJFS) after payment is made. Attention is directed to Contract Section 25, Responsibility for Audit Exceptions.
11. **Invoice Format:** Provider’s invoice will consist of:
 - (1) A one-page summary invoice signed by an authorized representative and will include:
 - Contract number
 - Service month and year
 - Provider’s name, address, telephone number and billing contact person’s name
 - Total amount invoiced for the month
 - (2) An electronic spreadsheet (provided by ACJFS or another approved format agreed to by both ACJFS and Provider). Provider will include all service provided during the service month on the spreadsheet and the following information for each trip:
 - ACJFS program to be charged
 - Date of trip
 - Client last name
 - Client first name
 - Client pickup address
 - Client destination address
 - Stop(s) address(es)
 - PCA (personal care assistant) name(s) or indication if person is a PCA
 - Total trip mileage
 - Mileage rate
 - Number of one-way trips per passenger
 - Wait start & stop times
 - Total wait minutes being charged
 - Wait time rate
 - Indication if trip is a lift
 - Total trip charge
 - Indication of whether trip was shared with other ACJFS client (to split cost of trip)
 - Driver’s name
 - Report no-shows and cancellations as that could affect the eligibility of the client.
12. **Splitting the Cost of Trips:** Provider is required to split the charge among all ACJFS client passengers for multiple passenger trips.
13. **Duplicate Billing:** Provider warrants that claims made to ACJFS for payment for purchased services

shall be for actual services rendered to eligible individuals and do not duplicate claims made by Provider to other sources of public funds for the same service.

14. **Amendment of Contract:** This contract may be amended at any time by a written amendment signed by both parties.
15. **Termination:**
 - a. In the event that Provider does not faithfully and promptly perform its responsibilities and obligations under this contract as determined by ACJFS, ACJFS may terminate the contract by providing Provider with written notice thirty days in advance of the termination date.
 - b. In the event that ACJFS does not faithfully and promptly perform its responsibilities and obligations under this contract, Provider may terminate the contract by providing ACJFS with written notice thirty days in advance of the termination date.
 - c. This contract may be terminated by mutual agreement of the parties. If terminated under this provision, the effective date of termination will be thirty days after the date on which the two parties reach their decision.
 - d. Notwithstanding Sections (a), (b), and (c) of this Article, if the federal and/or other funds designated for the individual program are not available or substantially reduced to ACJFS in an amount adequate to support the activities under this contract as determined by ACJFS, ACJFS may terminate this contract. Such termination is not subject to advanced written notice but will be effective on the date federal and /or other funds are no longer available, or later as stipulated by ACJFS and all reimbursement to Provider will cease as of that date.
16. **Subcontracting:** When deemed necessary to deliver services of the quantity and quality specified in Exhibit I, Provider may subcontract. All such subcontracts will be in the same form as this contract and subject to the same terms, conditions, and covenants contained herein. No such subcontracts shall in any case release Provider of its liability under this contract. Provider is responsible for making direct payment for such services.
17. **Independent Contractors:** Providers, agents, and employees of Provider or the subcontractors will act in performance of this contract in an independent capacity and not as officers or employees or agents of the State of Ohio or ACJFS.
18. **Vehicle Maintenance and Inspection:** The Provider agrees to provide documentation upon request that an annual vehicle inspection for each vehicle has been conducted by the Ohio State Highway Patrol safety inspection unit, or a certified mechanic as outlined in Exhibit I (Request for Proposal) Appendix I-A. The failure to provide documentation may result in suspension of the contract and/or contract termination.
19. **Background Checks:** The Provider agrees to provide copies of background checks, driver's license, and a certified driving history from the Bureau of Motor Vehicles of the Ohio Dept. of Public Safety, for all employees that provide direct services to transportation participants, to ACJFS within 30 calendar days of entering into an agreement and within 30 days of new hire.
20. **Incident and Accident Reports:** Provider will provide ACJFS with a written report of all incidents or accidents within 48 hours of the occurrence. Reports will be provided immediately or as soon as reasonably possible in cases of ACJFS passenger injury or death.

21. **On Time Performance:** The Provider agrees to arrive within the range time. Range time is defined as 15 minutes either side of the scheduled time. Provider agrees to ensure at least a 95% on time performance rate. Any questions regarding a pickup must be verified with Provider's base while the driver is at the pick-up site. If the late pick up is a result of Provider's inability to locate the pick-up site, ACJFS will not pay for additional mileage incurred while attempting to locate the pick-up site.
22. **Complaint Procedure:** Provider and ACJFS will implement a written complaint procedure to report and resolve any passenger complaints.
23. **Communication:** Provider vehicles and/or drivers will be equipped with some form of two-way communication at all times, i.e., two-way radio, cellular phone.
24. **Financial Records:** The Provider shall maintain independent books, records, payroll, documents, accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract. Such records shall be subject at all reasonable times for inspection, review, or audit by duly authorized federal, state, and ACJFS personnel. Such records shall also be subject to inspection by the individual or entity selected for the audit required by Article 25 of this contract.
25. **Responsibility for Audit Exceptions:** Provider agrees to accept responsibility for receiving, replying to, and/or complying with any audit exception by appropriate state or federal audit directly related to the provisions of this contract.
26. **Availability and Retention of Records:** All records relating to costs, work performed and supporting documentation for invoices submitted to ACJFS by the provider along with copies of all deliveries submitted to ACJFS pursuant to this contract shall be retained and made available by the provider for audit by the State of Ohio (including but not limited to ODJFS, the Auditor of the State of Ohio, Inspector General or duly appointed law enforcement officials) and agencies of the United States government for a minimum of three years after payment under this contract. If an audit is initiated during this time period, the provider shall retain such records until the audit is concluded and all issues resolved.
27. **Confidentiality:** Provider agrees that information concerning eligible individuals shall only be used in support of the ACJFS programs. Disclosure of information by Provider, Provider's employee's, Provider's Sub or Independent contractor for any other purpose is prohibited except upon the written consent of the eligible individual. Both Provider and ACJFS will complete the necessary consent forms with participants so that information can be exchanged as needed.
28. **Civil Rights:** ACJFS and the Provider agree that as a condition of this contract, there shall be no discrimination against any client or any employee because of race, color, sex, religion, national origin, or any other factor as specified in Title VI of the Civil Rights Act of 1964 and subsequent amendments. The Provider hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.); Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794); the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.); all provisions required by the implementing regulations of the Department of Agriculture and Department of Health and Human Services; Department of Justice Enforcement Guidelines (28 CFR Part 50.3 and Part 42) and Department of Agriculture, Food and Nutrition Services (FNS) directives and guidelines, to the effect that, no person shall on the grounds of race, color, national origin, sex, religious creed, age, political beliefs, disability, or reprisal or retaliation for prior civil rights activity, be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under

any program or activity for which sub-grantee receives Federal financial assistance from FNS. In addition, the Provider agrees to provide assistance to persons with Limited English Proficiency (LEP) in their programs and activities as further outlined in Executive Order 13166, reprinted at 65 FR of the Title VI Civil Rights Act. It is further agreed that the Provider will comply with all appropriate federal and state laws regarding such discrimination and the right to any method of appeal will be made available to all persons served under this contract. Any non-compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this contract.

29. **Indemnity and Insurance:**

a. **Indemnity:** Provider agrees that it will, at all times during the existence of this contract, indemnify and save harmless the ACJFS and the Ohio Department of Job & Family Services and their employees, and the Ashtabula County Commissioners, against any and all liability, loss, damage, and/or related expenses incurred through the provision of services under this contract.

b. **Insurance:** Provider will maintain insurance coverage in an amount reasonably necessary to adequately secure the persons and estates of eligible individuals against reasonable foreseeable torts which could cause injury or death resulting from the lawful performance of this Contract.

Minimum coverage for General Liability in the amount of \$1,000,000.00 each occurrence and Automobile Liability \$1,000,000.00 each occurrence. Any lapse in coverage may result in suspension of the contract and/or contract termination.

30. **Monitoring and Evaluation:** ACJFS and the Provider will monitor the manner in which the terms of the contract are being carried out. ACJFS reserves the right to schedule monitoring visits at regular intervals or may request detailed reports from the Provider. The Provider agrees to provide ACJFS reports relative to the effective operation of the program as specified in Exhibit I. ACJFS may perform at least one on-site monitoring visit during the contract period. Provider and ACJFS may meet at mutually agreed upon times for the purpose of reviewing service data and contract issues.

31. **Accessibility of Program to the Public:** ACJFS and Provider agree to make all reasonable efforts to allow public access to the program by providing convenient hours for public contact, and adequate availability of staff for public inquiries.

32. **Accessibility to the Handicapped:** Provider agrees as a condition of the contract to comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), all requirements imposed by the applicable HHS regulations (45CFR, Part 84) and all guidelines and interpretations issued pursuant thereto. Any agency found to be out of compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this contract.

33. **Maintenance of Service:** The Provider certifies that the services being reimbursed are not available from the provider on a non-reimbursable basis or for less than the unit cost. The provider certifies that they will not use the federal funds to supplant non-federal funds for services.

34. **Referral:** ACJFS and Provider agree that the responsibility and control of the referral process remains with ACJFS. Provider will not exclude or reject a referral without the consent of ACJFS.

35. **Equal Employment Opportunity:** The Provider will comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented in

Department of Labor regulations 41 CFR Part 60.

36. **Patent Rights, Copyrights and Rights in Data:** All contracts are subject to the provision and conditions of Patent Rights and Copyrights and Rights in Data.
37. **Clean Air:** For contracts exceeding \$100,000.00, the Provider agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 USC §§ AA 7401 et seq.
38. **Debarment:** The Provider certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. For contract exceeding \$100,000.00, the provider shall submit an "Integrity Certification" regarding debarment, suspension, and other responsible matters.
39. **Lobbying:** The Provider certifies that no funds appropriated by this contract will be used for lobbying as described in 31 USC 1352. For contracts exceeding \$100,000.00, the selected provider shall submit a "Certification Regarding Lobbying" as required by 49 CFR part 20.
40. **Licensing:** The Provider agrees to possess and maintain current all applicable business permits and licenses including those relevant to the operation of a taxicab and or transportation service. Any lapse in permits, licenses or certifications will result in contract suspension, pending termination. Provider agrees to provide copies of same to ACJFS upon request.
41. **Americans with Disabilities Act:** The Provider agrees to comply with the Americans with Disabilities Act of 1990.
42. **Child Support Enforcement:** Provider agrees to cooperate with ACJFS and any Ohio Child Support Enforcement Agency (CSEA) in ensuring employees of the provider meet child support obligations established under state law. Further, by executing this contract, the provider certifies present and future compliance with any court order for withholding of support which is issued pursuant to sections 3113.21 and 3113.214 of the Ohio Revised Code.
43. **Partial Invalidity:** A judicial or administrative finding or decision that any part of this contract is illegal or invalid shall not invalidate the remainder of the contract.
44. **Prohibition of Assignment of Claims:** The assignment of claims under the Assignment of Claims Act of 1940, as amended, 31 U.S.C. 3727, 41 U.S.C. 15 is prohibited.
45. **Conflict of Interest:** Provider shall not engage in any conflict of interest actual or apparent, or attempt to influence the selection, award, or administration of a contract under ACJFS.
46. **Accreditation and Compliance with Tax, License and Insurance Requirements:** The Provider shall comply with all federal, state and local laws and accreditation and compliance with tax, license and insurance requirements. All required insurance shall be kept current throughout the term of the contract.
47. **Drug Free Workplace:** The Provider agrees to comply with all federal, state, and local laws relating to the Drug Free Workplace Act.

Therefore, the below listed parties enter into this contract as stated in Sections 1 through 47 inclusive.

SIGNATURES:



Patrick J. Arcaro, Executive Director
Ashtabula County Job & Family Services

09/01/22

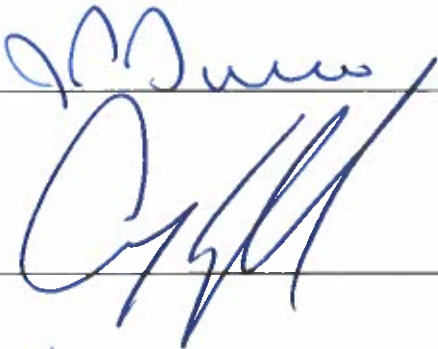
Date



Black Eagle Transit Co.

09/08/2022

Date



Ashtabula County Board of Commissioners

9-20-22

Date

Exhibit I

(Program Description)

**Request for Proposals
For
Transportation Services**

**Health Related Transportation
Employment Related Transportation**

Issued by:

**The Ashtabula County Job & Family Services
(ACJFS)
2924 Donahoe Drive
Ashtabula, Ohio 44004**

Issue Date:

June 15, 2022

RFP Number:

ACJFS RFP #4-22

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Health Related & Employment Related Transportation Services

I. Introduction

The Ashtabula County Job & Family Services (ACJFS) and the Ashtabula County Board of County Commissioners, or its governing body, is accepting proposals for Transportation Services for within and outside of Ashtabula County serving Ashtabula County residents determined eligible for Prevention, Retention and Contingency (PRC), Ohio Works First (OWF), Food Assistance Employment and Training (FAET), Title XX Social Services Block Grant (Title XX), Non-Emergency Transportation (NET) and/or Pregnancy Related Services (PRS). Transportation options are needed for transport to health care appointments, employment, school, daycare facilities, or other locations deemed necessary under supportive services for FAET.

It is the responsibility of the Applicant to be aware of and maintain all required licenses and certifications necessary to provide the proposed service. Applicant proposals must demonstrate ability and experience in providing the service.

Ride Data

For the period of 10-1-20 to 9-30-21, 27,299 rides were provided to participants of the program/eligibility categories referenced. A ride equals 1 passenger transported 1 way.

The term "Applicant" as used in this RFP refers to the individual or entity submitting a proposal.

The term "Provider" as used in this RFP refers to an "Applicant" who is selected to receive a contract or sub-grant agreement as a result of this RFP process.

The term "Agreement" as used in this RFP refers to either a contract or sub-grant agreement award.

As a result of this RFP process and based on the quality of proposals received, ACJFS may proceed in any of the following manners including but not limited to:

1. Award an agreement to one or more applicants for the provision of transportation services. Agreements are awarded based on available funding per program/eligibility category (PRC, OWF, FAET, Title XX, NET & PRS) and ACJFS' determination of need for each program. ACJFS may award an agreement to an applicant for one or more of the program/eligibility categories.
2. Reject any or all proposals, or any part thereof without cause.
3. Not award an agreement through this RFP process, based on the quality of the proposals submitted.
4. Not select any applicant should ACJFS decide not to proceed.
5. Waive any informality in the proposals.

ACJFS reserves the right, if necessary, to contract with multiple applicants to develop a comprehensive transportation coordination, scheduling, and service delivery plan to best meet the needs of those determined eligible for program/eligibility categories.

II. RFP Schedule and Submission Information:

RFP Schedule of Important Dates:

RFP Release	Date: 6-15-22
Question Period Begins	Date: 6-15-22
Pre-Proposal Conference	Date: 7-6-22 @ 10:00 a.m.
Question Period Ends	Date: 7-6-22 @ 4:00 p.m.
Proposals Due to Ashtabula County Board of Commissioners	Date: 7-14-22 @ 2:30 p.m.
Agreement Effective Date	Date: 10-1-22

Pre-Proposal Conference:

A pre-proposal conference will be held on **Wednesday, July 6, 2022**, at **10:00 a.m.** at
ACJFS: 2247 Lake Avenue – OhioMeansJobs office, Ashtabula, Ohio 44004.

Contact Person:

All proposal process questions must be in writing and sent via email or fax prior to **4:00p.m. on 7-6-22** to:

ATTN: Renee Dragon, Program Evaluator
Email: RENE.DRAGON@jfs.ohio.gov
Fax: 440-998-4253

Proposal Delivery:

Mail or deliver one (1) master copy and three (3) duplicates (total of 4) of the entire written proposal in a sealed envelope or package in the required format to:

The Ashtabula County Board of Commissioners
Attention Lisa Hawkins
25 West Jefferson Street
Jefferson, Ohio 44047-1092

The sealed envelope containing the proposal must be received no later than 2:30 p.m. on 7-14-22
and clearly marked with the applicant's name, address and RFP number:

ACJFS RFP #4-22

III. Applicant Requirements, Inspections and Compliances:

Applicants shall understand, agree, and comply with the following sections:

Requirements:

1. Be a formally organized business or service agency providing the services proposed.
2. Operate the business in compliance with all applicable federal, state, and local laws, and shall comply with:
 - a. non-discrimination laws, federal wage and hour laws, and workers' compensation laws in the recruitment and employment of individuals.
 - b. non-discrimination laws in the provision of services.
 - c. federal rules and statutes take precedence over these conditions in cases where discrepancies between these exist.
 - d. all Federal, State of Ohio, and local laws, rules, executive orders and other legal requirements as they apply to public transportation including drug abuse and alcohol misuse requirements as appropriate.
3. Provide evidence supporting financial responsibility in the coverage of participant loss due to theft, property damage, or personal injury, and have a written procedure which identifies the steps a participant must take to file a liability claim.
4. Have a written procedure for reporting, documenting, investigation and follow-up of all participant incidents and complaints.
5. A provision of any Agreement entered into with ACJFS requires that Applicants must perform background checks of all employees that provide direct services to transportation participants. A criminal background check must be performed in accordance with section 109.572 of the Revised Code for each direct service employee and applicant. The result of the criminal background check must substantiate that no direct service employee or applicant on whom the criminal background check was performed has ever been convicted of or pleaded guilty to any offence listed in divisions (A)(3)(a) to (A)(3)(e) of section 109.572 of the Revised Code.
6. Applicants must comply with the Drug Free Workplace Act.
7. It is the responsibility of the Applicant to be aware of and maintain all required licenses and certifications necessary to provide the proposed service.
8. The Applicant shall document that all utilized vehicles have insurance in compliance with Ohio's financial liability law requirements. A copy of the certificate of insurance and vehicle registration shall be maintained in each vehicle.
9. The Applicant shall document that all vehicle operators and owners maintain proof of financial responsibility as required in section 4509.101 of the ORC for motor vehicles.
10. The Applicant shall document that each vehicle operator has current/valid Ohio motor vehicle operator's license or a license appropriate to the vehicle (i.e., commercial driver's license) and have at least two years of licensed driving experience.
11. The Applicant shall document that an annual OBMV check on vehicle operators has been successfully completed. ACJFS reserves the right to request verification of a current driving record for any direct service worker.
12. The Applicant shall ensure that drivers are trained and knowledgeable in hands-on transfer techniques prior to transporting participants which will include but not be limited to: observation for signs of difficulty, proper way to offer to assist participant, proper assistance techniques and that each operator has been trained and skill-tested in the proper use of the wheelchair lift and securing mechanisms prior to transporting any wheelchair-bound participant.

Inspections and Compliances:

The Applicant is responsible for assuring the safety of each vehicle used to transport participants according to these standards:

1. The Applicant shall have a written plan for regularly scheduled maintenance and safety inspection of vehicles used and must document compliance with the plan.
2. Per O.R.C. 4766.04(A) any person who furnishes, operates, conducts, maintains, advertises, engages in, or proposes or professes to engage in the business or service of transporting people who are seriously ill, injured, or otherwise incapacitated or who require the use of a wheelchair or are confined to a wheelchair are required to be licensed by the Ohio Division of Emergency Medical Service.

3. All vehicles shall:
 - a. Be equipped with seat belts for each individual transported, unless the vehicle is exempted by state law.
 - b. Have documentation that an annual safety inspection has been conducted through either the Ohio State Highway Patrol safety inspection unit, or a certified mechanic as outlined in Appendix I-A.
 - c. Vehicles designed for transporting five or more individuals shall be equipped with emergency equipment specified in Appendix I-A.
4. Vehicles equipped for transporting participants remaining in wheelchairs shall:
 - a. Be equipped with permanently installed floor wheelchair restraints for each wheelchair position used
 - b. Have documentation of daily inspection and testing of the wheelchair lift prior to transporting any participant that day as outlined in Appendix I-B.

IV. Proposal Specifications & Format:

Proposal Information:

All proposals submitted in response to the RFP will become the property of ACJFS and may be returned only at ACJFS' option and at the applicant's expense. In order to ensure fair and impartial evaluations, Proposals and any documents or other records related to a subsequent negotiation for a final agreement that would otherwise be available for public inspection and copying under section 149.43 of the Ohio Revised Code shall not be available until after the award of the agreement.

Proposal Cost:

The costs of developing proposals are entirely the responsibility of the applicant and shall not be chargeable to ACJFS under any circumstances. ACJFS is under no obligation to compensate the applicant for any expenses incurred as a result of the RFP process.

Proposal Communication:

From the issuance date of this RFP, until the evaluation of proposals has concluded, there may be no communications concerning this RFP between any applicant or possible applicant and any employee of ACJFS, or any other individual who in any way is involved in development or selection process of this RFP or the submitted proposals. All verbal communication must be restricted to the pre-proposal conference. Questions must be submitted in writing. Any verbal questions will not be answered except at the pre-proposal conference. Attempts to make prohibited communications by potential applicants may result in the disqualification of those applicants' proposals.

Proposal Format:

To assure each proposal receives the same orderly review, it is required that all proposals be submitted in the format as described in this section. Proposals must be easily reproduced, on quality paper, single spaced, clearly formatted to Times New Roman (or similar) 12-point font, and not stapled (please use binder clips or paper clips, if possible.) The proposal, including one (1) master, and three (3) copies, must be in a sealed envelope. Each section 1 - 4 will be clearly identified with cover pages provided, and if possible, identification on each page explaining to which section it belongs.

The proposal must be organized in the following format:

Cover Page (not provided) - A proposal cover page is required, including the applicant's name, the RFP title & RFP number. The cover page must clearly identify the proposal as a "master" or "copy".

Proposal Checklist - (Attachment E) must be submitted with "Master" copy only. If an Applicant feels that any of the required documents is not applicable to their organization, a narrative is required and must be submitted with the appropriate cover page.

Section 1 - Application Information (Attachment A):

Applicants will complete this section, identifying organization name, address, and other background information. The master copy of each proposal must have an original applicant information page with an original signature in blue ink. The proposal must be signed by an individual who is authorized to bind the applicant contractually. The signature must indicate the title or position the individual holds in the applicant's organization. Unsigned proposals will be rejected.

Section 2 - Required Documents:

Applicants shall submit the following with their proposal: (Cover pages are provided in Attachment C for each item and must be included with the proposal, preceding and identifying each required document).

A. Financial Statement Requirement: (with master copy only)

1. Most recent Financial Audit (prepared in accordance with Auditing Standards Generally Accepted in the United States of America). The audit report must cover a twelve-month period and be within the applicant's most recent two fiscal years.

-or-

2. If the applicant does not normally have an independent audit, ACJFS will accept a Compilation or Review Report prepared by an independent accountant for the applicant's most recent fiscal year end. The statement must be prepared in accordance with Statements on Standards for Accounting and Review Services Issued by the American Institute of Certified Public Accountants. These statements are prepared in accordance with Generally Accepted Accounting Principles (GAAP).

In lieu of financial statements prepared on the accrual basis (GAAP), ACJFS will accept financial statements prepared on the cash or income tax basis of accounting with full disclosure.

- B. Articles of Incorporation
- C. Proof of Liability Insurance/Other Required Insurance
- D. Equal Employment Opportunity - Affirmative Action Plan
- E. Professional or Operating licenses
- F. Documents used for Monitoring
- G. Employee Training Program description
- H. If applicable: a copy of the license(s) to operate the taxicab company in each area of service
- I. Documentation of licensure and certification by the Ohio Division of Emergency Medical Service, if applicable
- J. Affidavit of Delinquent Personal Property Tax ORC 5719.042
- K. Affidavit of Non-Collusion
- L. Non-Discrimination Agreement O.R.C. 153.59
- M. Representations, Assurances, and Certifications document
- N. Certification Regarding Lobbying
- O. OMB Circular 2 CFR 200 Audit Certification Form
- P. Background checks of all employees that provide direct services to transportation participants.

Section 3 - Program Planning and Development:

The Program Planning and Development section must include the following information:

- A. Program description: Provide a description of how the program service specifications will be fulfilled. The description should demonstrate the applicant's understanding of the program as described in the RFP.
- B. Provide a summary of service and description for each of these areas:
 1. Days and hours service is available. ACJFS seeks to provide services 24 hours a day, 7 days per week.
 2. The number of years the applicant has been providing service(s) similar to the proposed service(s), resulting in relevant experience.
 3. Specifications:
 - (a). A detailed description of the Applicant's method of calculating a trip charge. ACJFS reserves the right to negotiate with individual applicants the method of charging trip mileage.

- (b). Define a round trip ride.
 - (c). Describe the method of charging a "shared" trip.
 - (d). Number of vehicles used to provide service, passenger capacities and number of wheel-chair lift equipped vehicles.
 - (e). Identify procedures to efficiently provide services to multiple passengers while avoiding excessively long trips.
 - (f). Schedule trips to ensure that the average waiting time for pick-up or delivery does not exceed fifteen (15) minutes from the stated pick-up or delivery time.
 - (g). Develop procedures to accommodate last minute requests, scheduling changes, late running vehicles and "no-shows".
 - (h). Assure that ninety percent (90%) of shared-ride trips take no more than 30 minutes more than the time required to accomplish the same trip, at the same time of day, under the same weather and traffic conditions, as on a non-shared basis.
 - (i). Report all incidents, accidents or complaints to ACJFS within 24 hours of the occurrence. Any accident involving passenger injury needs to be reported to ACJFS immediately or if during
- C. Geographic service areas: Applicants shall provide a narrative that addresses how they plan to deliver services both within and outside of Ashtabula County.
 - D. Organizational structure: State the history of the applicant organization. Include date of incorporation, main source of financial support, organizational chart, Board of Trustees and/or Advisory members.
 - E. Applicant/Staff Qualifications: An explanation of qualified staff associated with the proposed service must be provided, as well as job descriptions for all positions addressed in the program description and budget in order to demonstrate an acceptable level of staff experience and capabilities in performance of the proposed service.

When completing sections 2 and 3, if an applicant feels that one or more of the requirements does not apply, a narrative reflecting the reason a requirement does not apply must be included.

Section 4 - Applicant Budget (Attachment B):

An electronic copy of applicant budget is available upon request.

All applicants are required to submit an Applicant Budget (Attachment B) which establishes a unit rate(s) for the proposed service. The unit rate shall include all costs associated with program including administrative, training, and record documentation. All rates included in the proposal are subject to negotiation if an applicant is awarded an agreement.

Unit of Service:

1. A unit of service is equal to one mile.
2. Proposals must include a standard all-inclusive rate per mile for all forms of transportation, all types of vehicles (standard passenger vehicle, van or mini-van, or wheelchair lift equipped vehicle). The standard rate must cover all trips either within Ashtabula County or Outside of Ashtabula County. The rate shall not include any type of "base" or "surcharge" fee.

Published Public Rates: Proposals must include published public rates if the Provider offers services to the general public.

V. Evaluation and Selection Process:

Proposal Evaluation:

The review process will be conducted in two (2) stages. Stage 1 will consist of a preliminary review to ensure that the proposal adheres to the minimum requirements specified in the RFP. Proposals which adhere to the minimum requirements will be deemed "Qualified". Those which do not, will be deemed "Non-Qualified". Partial submissions or proposals submitted after the designated deadline will be determined to be "Non-Qualified". "Qualified" proposals will then be reviewed in Stage 2, in accordance with the review process.

Stage 1 Review:

“Qualified” proposals in response to the RFP must meet the following requirements:

1. Timely Submission - The proposal is received at the address designated in the RFP and according to instructions. Proposals mailed but not received at the designated location by the specified date will be deemed “Non-Qualified” and will not be considered.
2. Completeness of Submission - proposal submission must include:
 - a. Required number of copies: 1 master and 3 copies (4 total)
 - b. Section 1 Applicant Information Page (Attachment A)
 - c. Section 2 Required Documents A,B,C,D,E,F,G,H,I,J,K,L,M,N,O,P
 - d. Section 3 Program Planning & Development
 - e. Section 4 Applicant Budget, Published Public Rates, Other Negotiated Rates

Proposals which do not meet all of the above stage 1 review requirements will be deemed “Non - Qualified” and will not be reviewed in stage 2.

Stage 2 Review:

All “Qualified” proposals will be reviewed and evaluated. At any time during the review process ACJFS may request additional information from the Applicant. The evaluation will include, but will not be limited to:

- Information obtained from Program Planning and Development (Section 3):
 - A. Applicant’s program description shows understanding of the services requested and provides a detailed description of how the service specifications will be fulfilled.
 - B.1 Ability to adequately service clients according to hours of operation as stated in RFP.
 - B.2 Applicant demonstrates experience with this service or similar service. If experience is not available, applicant shows they qualify to provide the services without prior experience.
 - Applicant has thoroughly defined the method of charging for trips.
 - The Applicant has sufficient vehicle capacity to meet the needs of the program.
 - Applicant demonstrates the ability and experience for scheduling of trips, shared rides, effective utilization of vehicle capacities, problem solve unforeseen changes in trip scenarios.
 - C. Applicant is able to meet the geographical needs of the service area.
 - D. & E. organizational structure, staffing level, qualifications and experience are sufficient to accomplish the requirements of the RFP.
- Cost of proposed service from Applicant Budget (Section 4):
 - The budget effectively defines the unit rate.
 - The budget is inclusive of only necessary costs associated with the program.

Following the Stage 2 Review, one or more Applicants may be invited to ACJFS for oral presentations if ACJFS determines oral presentations to be necessary. Information obtained during the presentation stage will be used in conjunction with Stage 1 and 2 review to complete the evaluation process.

Proposal Selection:

Selection of one or more Applicants based upon the results of the Stage 1 and Stage 2 evaluations may result in the issuance of an agreement. Proposal selection does not guarantee an agreement for services will be awarded. If ACJFS and the Applicant are unable to successfully come to terms regarding the agreement, ACJFS reserves the right to terminate agreement discussions without cause. In this event, ACJFS reserves the right to select another Applicant from the proposal process, cancel the RFP, or reissue the RFP if this is deemed necessary.

Acceptance and Rejection of Proposals:

The decision of the ACJFS and the Board of Ashtabula County Commissioners shall be final. The waiver of an immaterial defect shall in no way modify the RFP documents or excuse the Applicant from full compliance with its specifications if the Applicant is awarded the agreement.

Per O.R.C. 307.862 section B.10:

(a) ACJFS and the Board of Ashtabula County Commissioners reserve the right to reject any proposal in which the applicant takes exception to the terms and conditions of the RFP; fails to meet the terms and conditions of the RFP, including but not limited to, the standards, specifications, and requirements specified in the RFP; or submits prices that ACJFS and the Board of Ashtabula County Commissioners considers to be excessive, compared to existing market conditions, or determines exceed the available funds allocated for this service.

(b) ACJFS and the Board of Ashtabula County Commissioners reserve the right to reject, in whole or in part, any proposal that has been determined, using the factors and criteria ACJFS and the Board of Ashtabula County Commissioners develops, would not be in the best interest of the county.

(c) ACJFS and the Board of Ashtabula County Commissioners may conduct discussions with applicants who submit proposals for the purpose of clarifications or corrections regarding a proposal to ensure full understanding of, and responsiveness to, the requirements specified in the RFP.

Post Selection Meeting:

The post-selection meeting may be utilized only by "Qualified" Applicants passing the first level review, who wish to obtain clarifying information regarding their non-selection. If an Applicant wishes to discuss the selection process, the request for an informal meeting and the explanation for it must be submitted in writing within five days of the receipt of the non-selection notice. The request for a meeting should be sent to Renee Dragon at the address given in the Contact Person section.

VI. Award of Contract/Sub-grant Agreement:

Overview:

The agreement shall incorporate the terms, conditions and requirements of the RFP, the Applicant's proposal and all other agreements that may be reached. ACJFS will design, develop and implement the structure of the agreement. This RFP, the successful Applicant's proposal and other applicable addenda will become part of the final agreement.

Availability of Funds:

ACJFS reserves the right to not award an agreement through this RFP process, based on available funding.

Agreement Period:

The agreement has a tentative effective date of 10-1-22 through 9-30-23.

Invoicing:

Provider(s) will be required to submit a detailed invoice to ACJFS on a monthly basis in a format approved by ACJFS. Payments will be made based upon the agreed rate. Providers will report actual expenses monthly in a format approved by ACJFS. Payments will be reconciled periodically to ensure that total payments do not exceed actual expenses.

Performance & Monitoring:

ACJFS will monitor the manner in which the terms of the agreement are being carried out. ACJFS reserves the right to schedule monitoring visits at regular intervals or may request detailed reports from the Provider(s). Provider(s) agrees to provide ACJFS reports relative to the effective operation of the program. ACJFS may perform at least one on-site monitoring visit during the agreement period. Provider(s) and ACJFS may meet at mutually agreed upon times for the purpose of reviewing service data and agreement issues. Provider(s) must maintain records sufficient to document eligibility and any additional demographic data requested by the ACJFS.

See Attachment D for a sample Agreement for minimum contractual requirements of all ACJFS Providers. ACJFS reserves the right to add or delete agreement language to meet the project needs.

Confidentiality and Security:

The Provider agrees that information concerning eligible individuals shall only be used in support of the service program. Disclosure of information for any other purpose is prohibited except upon the written consent of the eligible individual. Both the Provider and ACJFS will complete the necessary consent forms with participants so that information can be exchanged as needed.

Publicity:

Any program descriptions, publicity releases, or other public references including but not limited to, both internal and external informational pamphlets, brochures, and media releases on the services provided under this agreement will clearly state that the services are funded by ACJFS. Provider assumes responsibility for the development and cost associated with these items and agrees to obtain approval from ACJFS before releasing promotional materials and/or items.

Applicable Laws and Rules:

Providers shall understand, agree with, and comply with the following:

1. Americans with Disabilities Act of 1990
2. Occupational Safety and Health Act of 1970
3. Equal Employment Opportunity Act
4. Documentation of licensure and certification by the Ohio Division of Emergency Medical Service, if applicable.
5. Any Federal, State and Local laws regarding the service.

If awarded an agreement which exceeds \$100,000.00, Providers shall understand, agree, and comply with the following:

6. Clean Air Act, as amended, 42 USC §§ AA 7401 et seq.
7. Certify that no funds appropriated by the agreement will be used for lobbying as described in 31 USC 1352. The Applicant shall submit a "Certification Regarding Lobbying" as required by 49 CFR part 20.
8. The Provider certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. The Provider shall submit an "Integrity Certification" regarding debarment, suspension, and other responsible matters.

Patent or Copyright Liabilities:

The Provider will protect, defend and hold free and harmless ACJFS, Ashtabula County, its officers, employees, agents, and Board of County Commissioners against all claims that any of the designs supplied hereunder infringe a U.S. patent or copyright. The Provider will pay all resulting costs, damages, and attorney's fees to defend Ashtabula County against such claims. ACJFS will promptly notify the Provider in writing of all claims, and the Provider will have control of the defense and all related settlement negotiations. If such claim has occurred, or is likely to occur, ACJFS agrees to permit the Provider, at Provider's option and expense, either to procure for ACJFS the right to continue using the designs or programming or to replace or modify the same so that they become non-infringing but still meet the requirements of the RFP.

Software and Ownership Rights:

ACJFS will have ownership rights in software, software modifications, and associated documentation designed, developed, or installed with the use of County funds. ACJFS reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, or otherwise use and authorize others to use the software, software modifications and documentation for County, State, and Federal government purposes (edited APM.4046. (5)).

Appendix I

Appendix I-A

Transportation Requirements

Required Annual Inspection Elements for Vehicles:

1. Seating:

- a. All seats must be securely fastened to the floor.
- b. No broken tubing or protruding pieces of metal should be around seats.

2. Defrosters & Heaters:

- a. Must operate as designed.
- b. Heater cores must be clean and free of leaks and obstructions to the flow of air.
- c. Hoses must not have cracks or leaks and must otherwise be in good condition.
- d. Fan guards must be metal or plastic.

3. Windshield Wipers & Washers:

- a. Must operate as designed.
- b. Wiper blades in the vehicle operator's field of vision must be clean.
- c. Wiper blades must not be brittle or badly worn.

4. Vehicle Floor:

- a. Must be metal
- b. Must be intact without holes.

5. Mirrors:

- a. Must have at least one rear view interior mirror that is properly secured and in proper placement.
- b. Must have at least one mirror on each side of the vehicle that is properly secured and in proper placement.
- c. Prismatic lens must be properly installed.
- d. All mirrors must enable operators to see a clean image (i.e. without cloudiness, cracks, or other obstacles on the mirror to interfere with reflection).

6. Emergency Equipment:

- a. The red reflectors must be stored in the vehicle.
- b. The vehicle must have a five-pound dry chemical fire extinguisher with the minimum rating outlined in section 20 b.c. of the Ohio fire code and based on section 10 of the National Fire Protection Association. The fire extinguishers must be securely mounted near the vehicle operator for easy access.
- c. The vehicle must be equipped with a first aid kit.

7. Brakes:

- a. Properly located and free of crimps, rust, breaks in integrity, and not in contact with inappropriate vehicle components.
- b. Tail exhaust pipes are properly secured to prevent dropping on the break line.

- c. Vehicles using vacuum-assisted breaks: wheel cylinders, master cylinders, hydrovac, and hose connections must be free of fluid leaks.
- d. Vehicles using air brakes: reservoirs, chambers, valves, connections, and lines must be free of air leaks.
- e. During inspections, brake pads must be checked against the vehicle manufacturer's specifications.
- f. All moisture ejection valves must be free of leaks and in proper working order.

8. Emergency Brakes:

- a. The vehicle must have a functional emergency brake that is capable of stopping or holding the vehicle in an emergency or while parked. The emergency brake shall hold the vehicle on any grade and under all conditions of loading on a surface free of snow, ice, or loose material.
- b. If the emergency brake is located on the drive shaft, the brakes shall:
 - i. Hold the vehicle in parked position;
 - ii. Be properly mounted, and;
 - iii. Have cables that are properly lubricated and not hazaruously worn.

9. Steering Gear:

- a. The steering shaft must have no more than one half-inch upward motion when the steering wheel is pulled upwards.
- b. The steering gear assembly, power steering unit, brackets, and mounting bolts must be securely fastened.
- c. If installed, power steering must be operative, properly mounted, and have correct fluid levels and belt tensions.
- d. Tie rod ends must function properly.
- e. Tires must not rub any chassis or body component in any position.

10. Horn: Must operate as designed.

11. Windshield & Windows:

- a. Window glass must be free of chips or cracks and be securely mounted without exposed edges.
- b. Plexiglass will not be used to replace safety glass.

12. Emergency Door:

Applicable to Bus Type Vehicles

- a. The door must be able to open to its maximum width without catching or binding.
- b. All handles must be permanently installed.
- c. Operating instructions for the emergency door must be lettered or decaled inside the emergency door.
- d. The safety buzzer must operate as designed and be placed in the vehicle operator's area to warn passengers that the emergency door is opened.
- e. The door must be free of temporary or permanent obstructions.
- f. No padlocks or other added security devices are to be used to secure the door while the vehicle is in motion.

13. Springs & Shocks:

- a. Must be intact
- b. Must be properly mounted
- c.

14. Tires:

- a. Must have no less than two sixteenth inch tread pattern measured anywhere on the tire.
- b. Retread tires should not be located on the steering axle.
- c. Must be free of irregular wear, cuts, bruises, and breaks.
- d. Must be balanced and in proper alignment.
- e. All lugs must be present and fitted tightly on tires.
- f. All tread types must match mated tires.

15. Exhaust System:

- a. Must be intact and operating as designed.
- b. All pipe and muffler joints must be properly welded or clamped.
- c. Exhaust manifolds must be free of cracks and missing bolts.

16. Lights:

- a. Must operate as designed.
- b. Must meet ORC and OAC requirements for vehicle lighting.

17. The Vehicle Body:

- a. Condition must be intact.
- b. Must be free of broken parts that can cause injury.

18. Gas Tank:

- a. Must be free of rust, damage or leaks.
- b. Must be securely mounted.

19. Seating Area & Aisle: Must be free of debris.

Appendix I-B

Required Daily Wheelchair Lift Inspection Elements:

Before each day's services are provided, providers must complete and document an inspection of the wheelchair lift prior to any participant service that day according to the following specifications:

1. Run the lift through one complete cycle to be sure that it is operable.
2. Check for any signs of seal leaking or binding of hardware.
3. Check for frayed or damaged lift cables, hydraulic hoses, or chains.
4. Check for physical damage and jerky operation.
5. Check for hazardous protrusions and exposed edges. Assure that all protrusions are adequately padded and protected.
6. Check all fasteners and assure that all bolts are snug.
7. Make sure the lift is properly secured to the vehicle when stored.
8. Clean the lift completely of dirt, mud, gravel, and corrosive elements such as salt.
9. Lubricate the lift in compliance with the manufacturer's requirements.
10. Providers shall not use the lift any time repairs are necessary.

**ATTACHMENT A
TRANSPORTATION PROGRAMS
APPLICANT INFORMATION**

AGENCY / ORGANIZATION NAME: BLACK EAGLE TRANSIT CO.

ADDRESS: 5600 W 58TH ST ASHTABULA, OHIO 44004

PHONE: 440-992-1182 FAX: 440-992-9376

SERVICE SITE (if different than above): _____

ADDRESS: _____

PHONE: _____ FAX: _____

FEDERAL TAX ID. NUMBER: 20-5417461

EXECUTIVE DIRECTOR/DIRECTOR: KYLE BRUCKMAN EMAIL: KYLE@ASHTABULACITYCAB.COM

PROGRAM COORDINATOR: JOYCE BOSWORTH EMAIL: CITYTAXICAB@YAHOO.COM

FISCAL CONTACT: JOYCE BOSWORTH EMAIL: CITYTAXICAB@YAHOO.COM

TERMS AND CONDITIONS

It is understood and agreed upon by the undersigned authorized individual that: Funds granted as a result of this request are to be expended for the purposes set forth and in accordance with all applicable laws, regulations, policies and procedures of this State, County, and the Ashtabula County Job & Family Services (ACJFS). Any proposed changes in the proposal as approved will be submitted in writing by the applicant and upon notification of approval by the ACJFS shall be deemed incorporated into and become a part of this agreement. This request for proposal is being issued on the basis of the presumed availability of funds. ACJFS will not be liable should funds be eliminated or reduced. Completion of a proposal does not imply that ACJFS will fund a proposal. Proposals are subject to review by representatives of ACJFS. At its sole discretion, ACJFS may negotiate the unit price, or any other factors, prior to determining to enter or not to enter an agreement based on a proposal.

NAME, TITLE AND SIGNATURE OF AUTHORIZED INDIVIDUAL:

NAME: KYLE BRUCKMAN

SIGNATURE: _____

(Note: original signature must be in blue ink)

TITLE: PRESIDENT

DATE: 07/07/2022

Black Eagle Transit Co.

Section 3
Program Planning and Development

Section 3 - Program Planning and Development

A. Program Description

Black Eagle Moving Company, DBA: Black Eagle Transit Co. program description will be implemented to fulfill the requirements of Ashtabula County Department of Job & Family Services (ACDJFS) Transportation Services. Black Eagle Transit Co. is fully qualified to provide transportation for non-emergency appointments. Our mission is to provide safe and courteous transportation to those that have been pre-approved by ACDJFS. It is our intention that each and every client will receive the highest quality service regardless of race, age, sex, physical or mental handicap, or medical condition. Black Eagle Transit Co. strives to provide a diverse and wide range of services to accommodate all of our customers' needs. ASAP calls requiring immediate (within 1 hour of ACDJFS "calling") will be scheduled if possible. Black Eagle Transit Co. will provide a prompt response to all requests for transportation, in order for us to remain a responsible and reliable provider for clients in and outside of the county.

Black Eagle Transit Co. is an Ohio corporation in good standing, fully licensed and qualified to conduct business within Ashtabula County, and the surrounding counties. All client information is handled in accordance with all statutes and kept confidential in accordance to HIPPA.

The hiring practices of Black Eagle Transit Co. ensures only the most qualified applicants are rigorously pre-screened for employment and that it complies with all Federal & State Acts such as the Civil Rights Act of 1964, Equal Pay Act, Age Discrimination in Employment Act, and American with Disabilities Act.

All drivers that are employed and contracted with Black Eagle Transit Co. are pre-screened with FBI & BCI background check in accordance with both O.A.C. 5160-15-14 & 5123-2-02, driving record check, drug screening and trained in providing the clients with the best possible ride. All drivers are familiar with the county and are able to timely pickup and drop-off. The drivers are at least 24 years of age with at least 2 years of driving experience. They are all CPR & First aid certified with-in 90 days of being hired, as well as, PASS certified prior to operating wheel chair capable vehicles. All drivers are drug tested at time of hire, post-accident depending on severity, and randomly throughout the year. Drivers take special care to physically inspect their vehicle before and after every shift.

Other staff also realizes the importance of these rides to the clients. They are dedicated to ensuring a seamless transition from calls requesting service to the dispatching to the pickup and delivery. They are trained that these calls must have first priority over other calls to ensure that the waiting time is at a minimum. "Will Call" for return will be prioritized by medical first then non-medical. Going into an appointment will be prioritized over return from appointments. All ACDJFS call slips are dispatched before other company charges. Lift returns usually have quicker response times than another vehicle might.

B. Summary of service:

1. Black Eagle Transit Co. is a for profit Ohio Corporation, operates 16 hours per day Monday - Friday, and limited weekends as scheduled.
2. Black Eagle Transit Co. is a Commercial Agency for The Ohio Department of Developmental Disabilities (pending), as well as, an affiliate of, and sharing the same owner as, City Taxi Cab & Transfer Co., which has provided transportation services for ACDJFS since 1995. Black Eagle Transit is specifically purposed in providing contracted services to Medicaid, DODD, as well as, other various local and state level government agencies.

3. Specifications:

(A.) Flat rate one way fare for any Black Eagle Transit Co. trip will be \$12.41, regardless of whether it is inside or outside of the city of Ashtabula up to and including 3.4 miles starting at base. Trips are scheduled so that we may pick up close to 15 minutes before or after the scheduled pickup time.

(B.) Flat rate round trip fare will be \$24.82 up to and including 6.8 miles with (1) stop, regardless of whether it is inside or outside of the city of Ashtabula up to and including 3.4 miles starting at base.

(C.) Shared rides will be charged \$3.65 per mile. The total cost is divided by the total number of riders. We will wait only 5 minutes at each pickup to assure that the clients reach their destination on time.

(D.) Non flat rate trips will be charged a rate of \$3.65 per mile and calculated as follows, including one-way trips exceeding 3.4 miles or round trips exceeding 6.8 miles; trips up to, and including 14.9 miles from base, are from base, to pick-up, to destination, and trips 15 miles or greater from base, are base, to pick-up, to destination, and back to base.

(E.) All fares outside of the "flat rate" definitions will be rounded up in half mile increments for invoicing.

(F.) Wait time is charged at a rate of \$.50 per minute for all trip types. First 5 minutes is free. Wait time is charged per vehicle, not per person. We will only wait at the pickup address for up to 5 minutes before marking them a no show, and leaving.

(G.) For local calls the shared rides will be grouped together by the appointment time, same general area, and same general destination. For Out of County calls, the call slips are combined by appointments times and same direction / general area of appointments. If the return is much later than all other riders in the vehicle, a separate vehicle may be scheduled to bring that client back. Regular call slips will be combined with Lifts, if at all possible, and depending on availability of seats.

(H.) No Shows: if the passenger is a no show and/or did not cancel the pickup ride 2 hours prior to the dispatch time the return ride will automatically be cancelled. We will not go and pick them up. Additionally, if a client is a no show three (3) times in the same month, or two (2) times consecutively, they will be omitted from receiving transportation for the remainder of the month in which the most recent no show occurred.

(I.) We will not call the customer to notify them that the driver is waiting outside, nor will we knock at their door. For customers that are in wheelchairs, they themselves or their assistant must bring them out to the vans and return them to their homes from the vans, without help from the drivers. If it is requested that the driver assist a wheelchair person, they must have a wheelchair accessible property.

(J.) All trips in a 10-mile radius will be given a pick-up time of roughly 30 minutes prior to the appointment time. All others will have earlier pickup times depending on the pickup location & destination and weather conditions. We will be using a standard of 25 miles per hour to gauge the amount of time needed to get the passengers safely and on time to their destinations. All times may be changed if due to ride sharing but no more than 60 minutes.

(K.) Procedure for last minute and or same day request: A worker from ACDJFS will call Black Eagle Transit Co. first, to be sure that we have a driver available to do the run. Once it is verified that the ride can be done the paperwork must be faxed or emailed over immediately.

(L.) Procedure for schedule changes: A worker from ACDJFS should call within 3 hours prior to the scheduled pickup time to make changes or cancel. Late running vehicles: We will call the passengers to let them know we are running late but normally during inclement weather we dispatch an extra 30-45 minutes earlier than normal to accommodate the road conditions without express permission from ACDJFS.

(M.) The form titled Unusual Incident Report will be used for any problems, accidents, injury, and unusual incidents within 24 hours via fax or e-mail. Complaints will be referred to ACDJFS.

(N.) Vehicle list below:

Vehicle	# Of Units	Passenger Capacity
WHEELCHAIR LIFT VAN	1	2 WC & 1 PASSENGERS
WHEELCHAIR LIFT VAN	2	1 WC & 5 PASSENGERS
FORD TAURUS SEDAN	4	UP TO 4 PASSENGERS
FORD EXPLORER SUV	2	UP TO 4 PASSENGERS
FORD E350 VAN	2	UP TO 14 PASSENGERS
CHEVY TAHOE SUV	1	UP TO 4 PASSENGERS

C. Geographical Service Areas

1. Primarily we cover all of Northeast Ohio, but Black Eagle Transit Co. will cover the 48 contiguous states if needed.

D. Organizational Structure:

1. See attached Organizational Chart.

E. Provider Staff Qualifications

1. See attached listing of job descriptions.

BLACK EAGLE TRANSIT CO.

-Job Description-

Location: 5600 W 58th St. Ashtabula, Ohio 44004

Job Title: Operations Manager / CEO

License Requirement: Yes, Ohio Class D, Driver's License

Type of Position: Full Time / Contract

Job Description: Successful applicant will provide support, leadership, and direction to ensure delivery of all contracted services. Applicant will control the daily operations in compliance with the policies of the contracting agencies, as well as, with company policies.

Key Responsibilities:

- Effectively manage customer relations, and contracted services.
- Prepare RFPs, and bid for contracted services.
- Write and maintain company policies, and documents.
- Select and train all staff, and contractors.
- Oversee entirety of day-to-day operations, including invoicing, payroll, trips, and scheduling.
- Oversee vehicle maintenance plan, and ensure fleet availability to meet service requirements.
- Oversee safety and training programs, plans, and processes to ensure compliance with all necessary requirements.
- Conduct department audits, and ensure financial, safety, and operational requirements are met, and any other managerial duties as needed.

Work Experience Requirements:

- College degree, or equivalent business management experience.
- Experience with payroll, invoicing and accounting.
- Experience calculating, filing and paying quarterly taxes, as well as, employment benefits / insurances.
- Competency with QuickBooks, disbursement of payments, and reconciliation.
- Competency with computers, Microsoft Excel, and Office.
- Ability to manage company budget, assess financial performance, forecast, and meet operational / financial goals.
- 5 years transit experience, especially operational / scheduling.
- Ohio Driver's license with clean MVR.
- PRE-EMPLOYMENT DRUG SCREENING, AND BACKGROUND CHECK REQUIRED.

BLACK EAGLE TRANSIT CO.

-Job Description-

Location: 5600 W 58th St. Ashtabula, Ohio 44004

Job Title: Hiring & Safety Manager

License Requirement: Yes, Class D, Driver's License

Type of Position: Part Time

Job Description: Successful applicant will manage the hiring process, as well as, safety and training programs for Driver and Transit operations. Hands on manager will schedule and perform interviews of Driver applicants, and any required testing. Stay up to date with all job, and safety related compliances. Go over policies, job responsibilities, employee agreements, safety and training practices. Implement new safety and training procedures as required.

Key Responsibilities:

- Schedule and perform interviews, training and testing of Driver applicants.
- Ensure all Drivers are current with license, safety and training requirements.
- Ensure all safety and training policies are current, and compliant.
- Review companywide safety performance, determine cause and preventability for all incidents.
- Implement new hiring, safety, and training practices as needed.
-

Work Experience Requirements:

- Transit operation and safety experience.
- Human Resources experience.
- Secretary / clerical experience.
- Strong organizational and analytical skills.
- Proficiency with computers / Microsoft office.
- Drivers license with clean MVR.
- PRE-EMPLOYMENT DRUG SCREENING AND BACKGROUND CHECK REQUIRED.

BLACK EAGLE TRANSIT CO.

-Job Description-

Location: 5600 W 58th St. Ashtabula, Ohio 44004

Job Title: Dispatcher

License Requirement: Preferred, Class D, Driver's License

Type of Position: Full Time / Part Time

Job Description: Successful applicant will provide direction to, and maintain two-way communication with Drivers, as well as, making scheduling adjustments to maximize on time performance, minimize client wait time, and service disruptions with regards to vehicle / Driver availability.

Key Responsibilities:

- Assign trips, vehicles, and required equipment to Drivers.
- Maintain Dispatch logs, and pre-trip inspections.
- Input scheduled trips into our dispatching software.
- Input trip mileage, and pick-up / light times as called in by Drivers.
- Monitor on time performance, and make vehicle / schedule changes as necessary.
- Communicate by email, phone, and fax with customers, as well as, clients.
- Maintain a safe, clean, organized, and clutter free work environment.
- Ability to multitask, work independently, and follow directions.

Work Experience Requirements:

- High School Diploma, or Equivalent.
- Ability to read, write, and communicate clear English.
- Familiarity with service area.
- Transit operation and dispatch experience.
- Customer service experience.
- Data entry / clerical experience.
- Strong organizational, math, and analytical skills.
- Proficiency with computers / Google Maps / Microsoft office.
- Supervision experience. (Preferred)
- Drivers license with clean MVR. (Preferred)
- PRE-EMPLOYMENT DRUG SCREENING AND BACKGROUND CHECK REQUIRED.

BLACK EAGLE TRANSIT CO.

-Job Description-

Location: 5600 W 58th St. Ashtabula, Ohio 44004

Job Title: Driver

License Requirement: Yes, Ohio Class D, Driver's License

Type of Position: Full Time / Part Time

Job Description: Successful applicant is responsible for safely operating a transit motor vehicle.

Key Responsibilities:

- Operate motor vehicles safely, while maintaining cleanliness.
- Perform, and document pre / post trip vehicle inspections.
- Report vehicle defects, and unusual incidents as required.
- Assist passengers as needed, and ensure their comfort / safety.
- Successfully perform scheduled manifest by picking up clients, and delivering them on time.
- Communicate effectively with Dispatch via two-way communication system.
- Complete necessary training / testing to operate a wheelchair lift van.
- Complete CPR and First Aid training.

Work Experience Requirements:

- High School Diploma, or Equivalent.
- Ability to read, write, and communicate clear English.
- 3 years driving experience. (Commercial preferred)
- Must be at least 24 years old. (Varies based on insurance provider)
- Must be able to pass a DOT physical.
- Must possess attitude of safety.
- Must have working cell phone. (Smart phone with GPS preferred)
- Familiarity with service area.
- Customer service experience.
- Team player, and must be flexible to schedule changes to accommodate company needs.
- Ohio Driver's license with clean MVR.
- PRE-EMPLOYMENT DRUG SCREENING (Hair Follicle), AND FBI / BCI BACKGROUND CHECK REQUIRED. (OAC 5160-15-14 & OAC 5123-2-02)

BLACK EAGLE TRANSIT CO.

-Job Description-

Location: 5600 W 58th St. Ashtabula, Ohio 44004

Job Title: Maintenance

License Requirement: Yes, Ohio Class D, Driver's License

Type of Position: Full Time / Part Time

Job Description: Successful applicant is responsible for general facility and fleet maintenance.

Key Responsibilities:

- Perform general facility maintenance, such as, mowing, landscaping, shoveling snow, salting, cleaning, painting, laundry, basic carpentry, HVAC, electrical, and plumbing.
- Perform general fleet maintenance, such as, basic repairs, washing / detailing vehicles, changing tires, changing bulbs, replacing wiper blades, replacing batteries, oiling doors / lifts, checking and topping off fluids.
- Ensure all vehicles, as well as, facility have proper fire extinguishers, first aid kits, roadside triangles, and any other necessary safety equipment.
- Run errands, transport vehicles to repair facility, deliver mail to post office, and pick up materials / parts as needed.

Work Experience Requirements:

- High School Diploma, or Equivalent.
- Ability to read, write, and communicate clear English.
- General automotive repair, and maintenance knowledge / experience.
- General handyman experience.
- Attention to detail, and cleanliness.
- Self-motivated, and able to work without constant supervision.
- Must be a team player, and flexible to schedule changes.
- Must be at least 24 years old. (Varies based on insurance provider)
- Ohio Driver's license with clean MVR.
- PRE-EMPLOYMENT DRUG SCREENING, AND BACKGROUND CHECK REQUIRED.

CEO / OPERATIONS MANAGER

Kyle Bruckman

BOOKKEEPER / OFFICE MANAGER ————— **HIRING / SAFETY MANAGER**

Joyce Bosworth

Mary-Jean



DISPATCHER

Dallas

(Available)

DRIVER

Huggins

Lane – Ruot

MAINTENANCE

Alex

Webb

Rockow

Colby

Exhibit II

(Fee Schedule)

Black Eagle Transit Company
Rate / Fee Schedule and Definitions:

Rate Type:	Rate Amount:	Definition Specifications:
Unit Cost Per Mile:	\$ 3.58	General Unit Rate is \$3.58 per mile with the following modifications:
One Way - Flat Rate:	\$ 12.17	Up to and including 3.4 miles, Base to pick-up to destination. Miles are calculated Base to pick up to destination without regard to Ashtabula City boundaries. Trips are scheduled to pickup close to 15 minutes before or after the scheduled pickup time.
Round Trip - Flat Rate	\$24.34	Up to and including 6.8 miles with (1) stop, regardless of whether it is inside or outside of the City of Ashtabula up to and including 3.4 miles starting at base.
Per Mile Charge (Non-Flat Rate Trips)	\$ 3.58	One-way trips exceeding 3.4 miles or round trips exceeding 6.8 miles. Trips up to 24.9 miles from Base to pick-up to destination and trips 25 miles or greater from Base to pick-up to destination and return to Base.
Wait Time	\$ 0.45	Wait time is charged at a rate of \$0.45 per minute for all trip types. The first 5 minutes are free. Wait time is charged per vehicle not per person. We will only wait at the pickup address for up to 5 minutes before marking them a no show and leaving.
Stop Charges	\$ 1.00	The first pick-up location and the destination are not charged as stops. Stops in between such as 2 nd or succeeding passenger pick-up points are stops. Any in route stops i.e., daycare, bank, pharmacy are stops.
Title XX Seat Charge (ACJFS HRT use only)	\$15.00	The Title XX Seat Charge is not a Black Eagle Transit Co. rate. It is an amount determined by ACJFS to calculate Title XX client co-pay. For trips 25 miles or greater a "Seat Charge" will be utilized to determine the Title XX client co-pay. The client co-pay percentage is to be applied to the Seat Charge for either a one-way or round trip. \$15.00 each way.
All trips are to be map requested for mileage: Trips up to 24.9 miles will be map requested using shortest distance. Trips greater than 24.9 miles will be map requested using shortest time.		



Office of Auditor of State
88 East Broad Street
Post Office Box 1140
Columbus, OH 43216-1140

Auditor of State - Unresolved Findings for Recovery Certified Search

(614) 466-4514
(800) 282-0370

I have searched The Auditor of State's unresolved findings for recovery database using the following criteria:

Contractor's Information:

Name: ,
Organization: **Black Eagle Transit Company**
Date: **9/1/2022 9:51:01 AM**

This search produced the following list of 4 possible matches:

Name/Organization	Address
Blackwell, Amber	33662 Hysell Run Road
Blagg, Timothy	15989 State Route 93
Blanton, Rachel	10052 State Route 772
Brock-Blanks, Deborah	731 N. Fred Shuttlesworth

The above list represents possible matches for the search criteria you entered. Please note that pursuant to ORC 9.24, only the person (which includes an organization) actually named in the finding for recovery is prohibited from being awarded a contract.

If the person you are searching for appears on this list, it means that the person has one or more findings for recovery and is prohibited from being awarded a contract described in ORC 9.24, unless one of the exceptions in that section apply.

If the person you are searching for does not appear on this list, an initialed copy of this page can serve as documentation of your compliance with ORC 9.24(E).

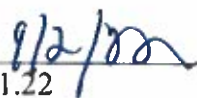
Please note that pursuant to ORC 9.24, it is the responsibility of the public office to verify that a person to whom it plans to award a contract does not appear in the Auditor of State's database. The Auditor of State's office is not responsible for inaccurate search results caused by user error or other circumstances beyond the Auditor of State's control.

Signature Page

Re: An agreement between Ashtabula County Job & Family Services and **Black Eagle Transit Company** for a **Health Related Transportation Contract for FY 2023**.

Approved as to Legal Form Only:

By: 
Colleen M. O'Toole
Ashtabula County Prosecutor

Date: 
MJH 9.1.22

FISCAL OFFICER'S CERTIFICATE
5705.41 O.R.C.

The undersigned, County Auditor of Ashtabula County, hereby certifies that the amount required to meet the obligations of the County during the year 2022 under the Agreement has been lawfully appropriated for that purpose and is in the Treasury of the County or in the process of collection to the credit of: **2006.030.100-601 Contract Services**; not to exceed **\$150,000.00**, and free from any previous encumbrances.

Agreement Title: A **Health Related Transportation Contract** between **Ashtabula County Job & Family Services** and **Black Eagle Transit Co.**



David Thomas
Ashtabula County Auditor

Date: 9/12/22

PURCHASE OF TRANSPORTATION SERVICE CONTRACT FOR HUMAN SERVICE PROGRAMS

Contract # 23-3005-ERT

This contract made and entered into on the 1st day of October 2022 by and between the Ashtabula County Job & Family Services and the Ashtabula County Board of County Commissioners or its governing body (hereinafter referred to as ACJFS), and Country Neighbor Program, Inc. located at: P.O. Box 212, 39 South Maple Street, Orwell, Ohio 44076, and whose phone number is: 440-437-6311, (hereinafter referred to as Provider) to provide transportation services for a variety of programs to ACJFS.

Pursuant to Chapter 5101 of the Ohio Revised Code, and rules promulgated by the Ohio Department of Job & Family Services, the ACJFS is authorized to contract with public or private agencies for the purchase of services. The following are the terms of the contract.

1. **Purchase of Service:** Subject to terms and conditions set forth in this contract and the attached Exhibits (such exhibits are deemed to be a part of this contract as fully as if set forth herein), ACJFS agrees to purchase for, and Provider agrees to furnish to, eligible individuals those specific services as detailed in Exhibit I, (the Request for Proposal and the Provider's Proposal).
2. **Purpose:** ACJFS and Provider agree to coordinate services detailed in Exhibit I, and to make all reasonable efforts to coordinate with other service providers, to establish a cooperative, comprehensive county plan for an effective ACJFS transportation program. Provider agrees to ensure that the funds included in this Agreement are used, and the family services duties for which the grants are awarded are performed, in accordance with conditions, requirements and restrictions applicable to the duties established by the Departments and state and federal and local laws, as well as the federal terms and conditions of the grant award.
3. **Contract Period:** This contract will be effective from October 1, 2022 through September 30, 2023 inclusive, and thereafter subject to renewal, at ACJFS' option, for up to two (2) additional time periods unless otherwise terminated.
4. **Availability of Funds:** Payment for all services provided in accordance with provisions of this contract are contingent upon availability of (and will not exceed the total of) local, state and federal matching funds. The total amount of reimbursement available under this contract will not exceed:
\$ 5,225.00
5. **Cost and Delivery of Purchased Services:** Subject to the limitations specified in Article 4 hereof and as detailed in Exhibit II showing individual rates.
6. **Eligibility of Services:** Eligibility shall be considered when ACJFS determines the participant to be eligible for one or more of the following programs: **OWF, SNAP ET/ABAWD, SNAP ET, LEAP, PRC**. Employees of the Provider cannot transport their own family or themselves to appointments that are paid for by ACJFS. Exceptions to this policy will be reviewed and approved or denied on a case-by-case basis by ACJFS.
7. **Non-Eligible Service:** Individuals who are not eligible for the Human Services programs may use transportation as space permits, with the cost of service being recovered as outlined in a separate

agreement by Provider and the referral agency. Individuals eligible for ACJFS Programs shall have priority over all others when ACJFS has authorized the purchase of service.

8. **Fees:** No additional fees will be charged by the service provider to ACJFS eligible individuals for authorized service. Non ACJFS clients who may ride with that individual will be charged the normal and customary fare.
9. **No Show Fees:** A Provider cannot charge “no show” fees due to state Medicaid payment rules that do not allow billing for services not rendered.
10. **Payment for Purchased Service:** Monthly invoices are due to ACJFS by the 15th of the month following the month of service. Repeated untimely and/or incorrect invoices will be grounds for termination pursuant to Contract Section 14, Termination. ACJFS is not responsible for delayed payments due to late, incorrect or incomplete invoices. All invoices submitted will be subject to audit and adjustments by ACJFS and the Ohio Department of Job and Family Services (ODJFS) after payment is made. Attention is directed to Contract Section 25, Responsibility for Audit Exceptions.
11. **Invoice Format:** Provider’s invoice will consist of:
 - (1) A one-page summary invoice signed by an authorized representative and will include:
 - Contract number
 - Service month and year
 - Provider’s name, address, telephone number and billing contact person’s name
 - Total amount invoiced for the month
 - (2) An electronic spreadsheet (provided by ACJFS or another approved format agreed to by both ACJFS and Provider). Provider will include all service provided during the service month on the spreadsheet and the following information for each trip:
 - ACJFS program to be charged
 - Date of trip
 - Client last name
 - Client first name
 - Client pickup address
 - Client destination address
 - Stop(s) address(es)
 - PCA (personal care assistant) name(s) or indication if person is a PCA
 - Total trip mileage
 - Mileage rate
 - Number of one-way trips per passenger
 - Wait start & stop times
 - Total wait minutes being charged
 - Wait time rate
 - Indication if trip is a lift
 - Total trip charge
 - Indication of whether trip was shared with other ACJFS client (to split cost of trip)
 - Driver’s name
 - Report no-shows and cancellations as that could affect the eligibility of the client.
12. **Splitting the Cost of Trips:** Provider is required to split the charge among all ACJFS client passengers for multiple passenger trips.

13. **Duplicate Billing:** Provider warrants that claims made to ACJFS for payment for purchased services shall be for actual services rendered to eligible individuals and do not duplicate claims made by Provider to other sources of public funds for the same service.
14. **Amendment of Contract:** This contract may be amended at any time by a written amendment signed by both parties.
15. **Termination:**
 - a. In the event that Provider does not faithfully and promptly perform its responsibilities and obligations under this contract as determined by ACJFS, ACJFS may terminate the contract by providing Provider with written notice thirty days in advance of the termination date.
 - b. In the event that ACJFS does not faithfully and promptly perform its responsibilities and obligations under this contract, Provider may terminate the contract by providing ACJFS with written notice thirty days in advance of the termination date.
 - c. This contract may be terminated by mutual agreement of the parties. If terminated under this provision, the effective date of termination will be thirty days after the date on which the two parties reach their decision.
 - d. Notwithstanding Sections (a), (b), and (c) of this Article, if the federal and/or other funds designated for the individual program are not available or substantially reduced to ACJFS in an amount adequate to support the activities under this contract as determined by ACJFS, ACJFS may terminate this contract. Such termination is not subject to advanced written notice but will be effective on the date federal and /or other funds are no longer available, or later as stipulated by ACJFS and all reimbursement to Provider will cease as of that date.
16. **Subcontracting:** When deemed necessary to deliver services of the quantity and quality specified in Exhibit I, Provider may subcontract. All such subcontracts will be in the same form as this contract and subject to the same terms, conditions, and covenants contained herein. No such subcontracts shall in any case release Provider of its liability under this contract. Provider is responsible for making direct payment for such services.
17. **Independent Contractors:** Providers, agents, and employees of Provider or the subcontractors will act in performance of this contract in an independent capacity and not as officers or employees or agents of the State of Ohio or ACJFS.
18. **Vehicle Maintenance and Inspection:** The Provider agrees to provide documentation upon request that an annual vehicle inspection for each vehicle has been conducted by the Ohio State Highway Patrol safety inspection unit, or a certified mechanic as outlined in Exhibit I (Request for Proposal) Appendix I-A. The failure to provide documentation may result in suspension of the contract and/or contract termination.
19. **Background Checks:** The Provider agrees to provide background checks of all employees that provide direct services to transportation participants and provide copies of the background checks to ACJFS within 30 calendar days of entering into an agreement and within 30 days of new hire background checks.
20. **Incident and Accident Reports:** Provider will provide ACJFS with a written report of all incidents or

accidents within 48 hours of the occurrence. Reports will be provided immediately or as soon as reasonably possible in cases of ACJFS passenger injury or death.

21. **On Time Performance:** The Provider agrees to arrive within the range time. Range time is defined as 15 minutes either side of the scheduled time. Provider agrees to ensure at least a 95% on time performance rate. Any questions regarding a pickup must be verified with Provider's base while the driver is at the pick-up site. If the late pick up is a result of Provider's inability to locate the pick-up site, ACJFS will not pay for additional mileage incurred while attempting to locate the pick-up site.
22. **Complaint Procedure:** Provider and ACJFS will implement a written complaint procedure to report and resolve any passenger complaints.
23. **Communication:** Provider vehicles and/or drivers will be equipped with some form of two-way communication at all times, i.e., two-way radio, cellular phone.
24. **Financial Records:** The Provider shall maintain independent books, records, payroll, documents, accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract. Such records shall be subject at all reasonable times for inspection, review, or audit by duly authorized federal, state, and ACJFS personnel. Such records shall also be subject to inspection by the individual or entity selected for the audit required by Article 25 of this contract.
25. **Responsibility for Audit Exceptions:** Provider agrees to accept responsibility for receiving, replying to, and/or complying with any audit exception by appropriate state or federal audit directly related to the provisions of this contract.
26. **Availability and Retention of Records:** All records relating to costs, work performed and supporting documentation for invoices submitted to ACJFS by the provider along with copies of all deliveries submitted to ACJFS pursuant to this contract shall be retained and made available by the provider for audit by the State of Ohio (including but not limited to ODJFS, the Auditor of the State of Ohio, Inspector General or duly appointed law enforcement officials) and agencies of the United States government for a minimum of three years after payment under this contract. If an audit is initiated during this time period, the provider shall retain such records until the audit is concluded and all issues resolved.
27. **Confidentiality:** Provider agrees that information concerning eligible individuals shall only be used in support of the ACJFS programs. Disclosure of information by Provider, Provider's employee's, Provider's Sub or Independent contractor for any other purpose is prohibited except upon the written consent of the eligible individual. Both Provider and ACJFS will complete the necessary consent forms with participants so that information can be exchanged as needed.
28. **Civil Rights:** ACJFS and the Provider agree that as a condition of this contract, there shall be no discrimination against any client or any employee because of race, color, sex, religion, national origin, or any other factor as specified in Title VI of the Civil Rights Act of 1964 and subsequent amendments. The Provider hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.); Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794); the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.); all provisions required by the implementing regulations of the Department of Agriculture and Department of Health and Human Services; Department of Justice Enforcement Guidelines (28 CFR Part 50.3 and Part 42) and Department of Agriculture, Food and Nutrition Services (FNS) directives and guidelines, to the effect that, no person shall on the grounds of race, color, national origin, sex,

religious creed, age, political beliefs, disability, or reprisal or retaliation for prior civil rights activity, be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under any program or activity for which sub-grantee receives Federal financial assistance from FNS. In addition, the Provider agrees to provide assistance to persons with Limited English Proficiency (LEP) in their programs and activities as further outlined in Executive Order 13166, reprinted at 65 FR of the Title VI Civil Rights Act. It is further agreed that the Provider will comply with all appropriate federal and state laws regarding such discrimination and the right to any method of appeal will be made available to all persons served under this contract. Any non-compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this contract.

29. Indemnity and Insurance:

- a. **Indemnity:** Provider agrees that it will, at all times during the existence of this contract, indemnify and save harmless the ACJFS and the Ohio Department of Job & Family Services and their employees, and the Ashtabula County Commissioners, against any and all liability, loss, damage, and/or related expenses incurred through the provision of services under this contract.
- b. **Insurance:** Provider will maintain insurance coverage in an amount reasonably necessary to adequately secure the persons and estates of eligible individuals against reasonable foreseeable torts which could cause injury or death resulting from the lawful performance of this Contract.

Minimum coverage for General Liability in the amount of \$1,000,000.00 each occurrence and Automobile Liability \$1,000,000.00 each occurrence. Any lapse in coverage may result in suspension of the contract and/or contract termination.

- 30. **Monitoring and Evaluation:** ACJFS and the Provider will monitor the manner in which the terms of the contract are being carried out. ACJFS reserves the right to schedule monitoring visits at regular intervals or may request detailed reports from the Provider. The Provider agrees to provide ACJFS reports relative to the effective operation of the program as specified in Exhibit I. ACJFS may perform at least one on-site monitoring visit during the contract period. Provider and ACJFS may meet at mutually agreed upon times for the purpose of reviewing service data and contract issues.
- 31. **Accessibility of Program to the Public:** ACJFS and Provider agree to make all reasonable efforts to allow public access to the program by providing convenient hours for public contact, and adequate availability of staff for public inquiries.
- 32. **Accessibility to the Handicapped:** Provider agrees as a condition of the contract to comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), all requirements imposed by the applicable HHS regulations (45CFR, Part 84) and all guidelines and interpretations issued pursuant thereto. Any agency found to be out of compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this contract.
- 33. **Maintenance of Service:** The Provider certifies that the services being reimbursed are not available from the provider on a non-reimbursable basis or for less than the unit cost. The provider certifies that they will not use the federal funds to supplant non-federal funds for services.
- 34. **Referral:** ACJFS and Provider agree that the responsibility and control of the referral process remains with ACJFS. Provider will not exclude or reject a referral without the consent of ACJFS.

35. **Equal Employment Opportunity**: The Provider will comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented in Department of Labor regulations 41 CFR Part 60.
36. **Patent Rights, Copyrights and Rights in Data**: All contracts are subject to the provision and conditions of Patent Rights and Copyrights and Rights in Data.
37. **Clean Air**: For contracts exceeding \$100,000.00, the Provider agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 USC §§ AA 7401 et seq.
38. **Debarment**: The Provider certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. For contract exceeding \$100,000.00, the provider shall submit an "Integrity Certification" regarding debarment, suspension, and other responsible matters.
39. **Lobbying**: The Provider certifies that no funds appropriated by this contract will be used for lobbying as described in 31 USC 1352. For contracts exceeding \$100,000.00, the selected provider shall submit a "Certification Regarding Lobbying" as required by 49 CFR part 20.
40. **Licensing**: The Provider agrees to possess and maintain current all applicable business permits and licenses including those relevant to the operation of a taxicab and or transportation service. Any lapse in permits, licenses or certifications will result in contract suspension, pending termination. Provider agrees to provide copies of same to ACJFS upon request.
41. **Americans with Disabilities Act**: The Provider agrees to comply with the Americans with Disabilities Act of 1990.
42. **Child Support Enforcement**: Provider agrees to cooperate with ACJFS and any Ohio Child Support Enforcement Agency (CSEA) in ensuring employees of the provider meet child support obligations established under state law. Further, by executing this contract, the provider certifies present and future compliance with any court order for withholding of support which is issued pursuant to sections 3113.21 and 3113.214 of the Ohio Revised Code.
43. **Partial Invalidity**: A judicial or administrative finding or decision that any part of this contract is illegal or invalid shall not invalidate the remainder of the contract.
44. **Prohibition of Assignment of Claims**: The assignment of claims under the Assignment of Claims Act of 1940, as amended, 31 U.S.C. 3727, 41 U.S.C. 15 is prohibited.
45. **Conflict of Interest**: Provider shall not engage in any conflict of interest actual or apparent, or attempt to influence the selection, award, or administration of a contract under ACJFS.
46. **Accreditation and Compliance with Tax, License and Insurance Requirements**: The Provider shall comply with all federal, state and local laws and accreditation and compliance with tax, license and insurance requirements. All required insurance shall be kept current throughout the term of the contract.
47. **Drug Free Workplace**: The Provider agrees to comply with all federal, state, and local laws relating to the Drug Free Workplace Act.

Therefore, the below listed parties enter into this contract as stated in Sections 1 through 47 inclusive.

SIGNATURES:



Patrick J. Arcaro, Executive Director
Ashtabula County Job & Family Services

09/01/22
Date



Country Neighbor Program, Inc.

9-7-22
Date





9-20-22
Date



Ashtabula County Board of Commissioners

Exhibit I

(Program Description)

**Request for Proposals
For
Transportation Services**

**Health Related Transportation
Employment Related Transportation**

Issued by:

**The Ashtabula County Job & Family Services
(ACJFS)
2924 Donahoe Drive
Ashtabula, Ohio 44004**

Issue Date:

June 15, 2022

RFP Number:

ACJFS RFP #4-22

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Health Related & Employment Related Transportation Services

I. Introduction

The Ashtabula County Job & Family Services (ACJFS) and the Ashtabula County Board of County Commissioners, or its governing body, is accepting proposals for Transportation Services for within and outside of Ashtabula County serving Ashtabula County residents determined eligible for Prevention, Retention and Contingency (PRC), Ohio Works First (OWF), Food Assistance Employment and Training (FAET), Title XX Social Services Block Grant (Title XX), Non-Emergency Transportation (NET) and/or Pregnancy Related Services (PRS). Transportation options are needed for transport to health care appointments, employment, school, daycare facilities, or other locations deemed necessary under supportive services for FAET.

It is the responsibility of the Applicant to be aware of and maintain all required licenses and certifications necessary to provide the proposed service. Applicant proposals must demonstrate ability and experience in providing the service.

Ride Data

For the period of 10-1-20 to 9-30-21, 27,299 rides were provided to participants of the program/eligibility categories referenced. A ride equals 1 passenger transported 1 way.

The term "Applicant" as used in this RFP refers to the individual or entity submitting a proposal.

The term "Provider" as used in this RFP refers to an "Applicant" who is selected to receive a contract or sub-grant agreement as a result of this RFP process.

The term "Agreement" as used in this RFP refers to either a contract or sub-grant agreement award.

As a result of this RFP process and based on the quality of proposals received, ACJFS may proceed in any of the following manners including but not limited to:

1. Award an agreement to one or more applicants for the provision of transportation services. Agreements are awarded based on available funding per program/eligibility category (PRC, OWF, FAET, Title XX, NET & PRS) and ACJFS' determination of need for each program. ACJFS may award an agreement to an applicant for one or more of the program/eligibility categories.
2. Reject any or all proposals, or any part thereof without cause.
3. Not award an agreement through this RFP process, based on the quality of the proposals submitted.
4. Not select any applicant should ACJFS decide not to proceed.
5. Waive any informality in the proposals.

ACJFS reserves the right, if necessary, to contract with multiple applicants to develop a comprehensive transportation coordination, scheduling, and service delivery plan to best meet the needs of those determined eligible for program/eligibility categories.

II. RFP Schedule and Submission Information:

RFP Schedule of Important Dates:

RFP Release	Date: 6-15-22
Question Period Begins	Date: 6-15-22
Pre-Proposal Conference	Date: 7-6-22 @ 10:00 a.m.
Question Period Ends	Date: 7-6-22 @ 4:00 p.m.
Proposals Due to Ashtabula County Board of Commissioners	Date: 7-14-22 @ 2:30 p.m.
Agreement Effective Date	Date: 10-1-22

Pre-Proposal Conference:

A pre-proposal conference will be held on **Wednesday, July 6, 2022**, at **10:00 a.m.** at
ACJFS: 2247 Lake Avenue – OhioMeansJobs office, Ashtabula, Ohio 44004.

Contact Person:

All proposal process questions must be in writing and sent via email or fax prior to **4:00p.m. on 7-6-22** to:

ATTN: Renee Dragon, Program Evaluator
Email: RENE.E.DRAGON@jfs.ohio.gov
Fax: 440-998-4253

Proposal Delivery:

Mail or deliver one (1) master copy and three (3) duplicates (total of 4) of the entire written proposal in a sealed envelope or package in the required format to:

The Ashtabula County Board of Commissioners
Attention Lisa Hawkins
25 West Jefferson Street
Jefferson, Ohio 44047-1092

The sealed envelope containing the proposal must be received no later than 2:30 p.m. on 7-14-22
and clearly marked with the applicant's name, address and RFP number:

ACJFS RFP #4-22

III. Applicant Requirements, Inspections and Compliances:

Applicants shall understand, agree, and comply with the following sections:

Requirements:

1. Be a formally organized business or service agency providing the services proposed.
2. Operate the business in compliance with all applicable federal, state, and local laws, and shall comply with:
 - a. non-discrimination laws, federal wage and hour laws, and workers' compensation laws in the recruitment and employment of individuals.
 - b. non-discrimination laws in the provision of services.
 - c. federal rules and statutes take precedence over these conditions in cases where discrepancies between these exist.
 - d. all Federal, State of Ohio, and local laws, rules, executive orders and other legal requirements as they apply to public transportation including drug abuse and alcohol misuse requirements as appropriate.
3. Provide evidence supporting financial responsibility in the coverage of participant loss due to theft, property damage, or personal injury, and have a written procedure which identifies the steps a participant must take to file a liability claim.
4. Have a written procedure for reporting, documenting, investigation and follow-up of all participant incidents and complaints.
5. A provision of any Agreement entered into with ACJFS requires that Applicants must perform background checks of all employees that provide direct services to transportation participants. A criminal background check must be performed in accordance with section 109.572 of the Revised Code for each direct service employee and applicant. The result of the criminal background check must substantiate that no direct service employee or applicant on whom the criminal background check was performed has ever been convicted of or pleaded guilty to any offence listed in divisions (A)(3)(a) to (A)(3)(e) of section 109.572 of the Revised Code.
6. Applicants must comply with the Drug Free Workplace Act.
7. It is the responsibility of the Applicant to be aware of and maintain all required licenses and certifications necessary to provide the proposed service.
8. The Applicant shall document that all utilized vehicles have insurance in compliance with Ohio's financial liability law requirements. A copy of the certificate of insurance and vehicle registration shall be maintained in each vehicle.
9. The Applicant shall document that all vehicle operators and owners maintain proof of financial responsibility as required in section 4509.101 of the ORC for motor vehicles.
10. The Applicant shall document that each vehicle operator has current/valid Ohio motor vehicle operator's license or a license appropriate to the vehicle (i.e., commercial driver's license) and have at least two years of licensed driving experience.
11. The Applicant shall document that an annual OBMV check on vehicle operators has been successfully completed. ACJFS reserves the right to request verification of a current driving record for any direct service worker.
12. The Applicant shall ensure that drivers are trained and knowledgeable in hands-on transfer techniques prior to transporting participants which will include but not be limited to: observation for signs of difficulty, proper way to offer to assist participant, proper assistance techniques and that each operator has been trained and skill-tested in the proper use of the wheelchair lift and securing mechanisms prior to transporting any wheelchair-bound participant.

Inspections and Compliances:

The Applicant is responsible for assuring the safety of each vehicle used to transport participants according to these standards:

1. The Applicant shall have a written plan for regularly scheduled maintenance and safety inspection of vehicles used and must document compliance with the plan.
2. Per O.R.C. 4766.04(A) any person who furnishes, operates, conducts, maintains, advertises, engages in, or proposes or professes to engage in the business or service of transporting people who are seriously ill, injured, or otherwise incapacitated or who require the use of a wheelchair or are confined to a wheelchair are required to be licensed by the Ohio Division of Emergency Medical Service.

3. All vehicles shall:
 - a. Be equipped with seat belts for each individual transported, unless the vehicle is exempted by state law.
 - b. Have documentation that an annual safety inspection has been conducted through either the Ohio State Highway Patrol safety inspection unit, or a certified mechanic as outlined in Appendix I-A.
 - c. Vehicles designed for transporting five or more individuals shall be equipped with emergency equipment specified in Appendix I-A.
4. Vehicles equipped for transporting participants remaining in wheelchairs shall:
 - a. Be equipped with permanently installed floor wheelchair restraints for each wheelchair position used
 - b. Have documentation of daily inspection and testing of the wheelchair lift prior to transporting any participant that day as outlined in Appendix I-B.

IV. Proposal Specifications & Format:

Proposal Information:

All proposals submitted in response to the RFP will become the property of ACJFS and may be returned only at ACJFS' option and at the applicant's expense. In order to ensure fair and impartial evaluations, Proposals and any documents or other records related to a subsequent negotiation for a final agreement that would otherwise be available for public inspection and copying under section 149.43 of the Ohio Revised Code shall not be available until after the award of the agreement.

Proposal Cost:

The costs of developing proposals are entirely the responsibility of the applicant and shall not be chargeable to ACJFS under any circumstances. ACJFS is under no obligation to compensate the applicant for any expenses incurred as a result of the RFP process.

Proposal Communication:

From the issuance date of this RFP, until the evaluation of proposals has concluded, there may be no communications concerning this RFP between any applicant or possible applicant and any employee of ACJFS, or any other individual who in any way is involved in development or selection process of this RFP or the submitted proposals. All verbal communication must be restricted to the pre-proposal conference. Questions must be submitted in writing. Any verbal questions will not be answered except at the pre-proposal conference. Attempts to make prohibited communications by potential applicants may result in the disqualification of those applicants' proposals.

Proposal Format:

To assure each proposal receives the same orderly review, it is required that all proposals be submitted in the format as described in this section. Proposals must be easily reproduced, on quality paper, single spaced, clearly formatted to Times New Roman (or similar) 12-point font, and not stapled (please use binder clips or paper clips, if possible.) The proposal, including one (1) master, and three (3) copies, must be in a sealed envelope. Each section 1 - 4 will be clearly identified with cover pages provided, and if possible, identification on each page explaining to which section it belongs.

The proposal must be organized in the following format:

Cover Page (not provided) - A proposal cover page is required, including the applicant's name, the RFP title & RFP number. The cover page must clearly identify the proposal as a "master" or "copy".

Proposal Checklist - (Attachment E) must be submitted with "Master" copy only. If an Applicant feels that any of the required documents is not applicable to their organization, a narrative is required and must be submitted with the appropriate cover page.

Section 1 - Application Information (Attachment A):

Applicants will complete this section, identifying organization name, address, and other background information. The master copy of each proposal must have an original applicant information page with an original signature in blue ink. The proposal must be signed by an individual who is authorized to bind the applicant contractually. The signature must indicate the title or position the individual holds in the applicant's organization. Unsigned proposals will be rejected.

Section 2 - Required Documents:

Applicants shall submit the following with their proposal: (Cover pages are provided in Attachment C for each item and must be included with the proposal, preceding and identifying each required document).

A. Financial Statement Requirement: (with master copy only)

1. Most recent Financial Audit (prepared in accordance with Auditing Standards Generally Accepted in the United States of America). The audit report must cover a twelve-month period and be within the applicant's most recent two fiscal years.

-or-

2. If the applicant does not normally have an independent audit, ACJFS will accept a Compilation or Review Report prepared by an independent accountant for the applicant's most recent fiscal year end. The statement must be prepared in accordance with Statements on Standards for Accounting and Review Services Issued by the American Institute of Certified Public Accountants. These statements are prepared in accordance with Generally Accepted Accounting Principles (GAAP).

In lieu of financial statements prepared on the accrual basis (GAAP), ACJFS will accept financial statements prepared on the cash or income tax basis of accounting with full disclosure.

- B. Articles of Incorporation
- C. Proof of Liability Insurance/Other Required Insurance
- D. Equal Employment Opportunity - Affirmative Action Plan
- E. Professional or Operating licenses
- F. Documents used for Monitoring
- G. Employee Training Program description
- H. If applicable: a copy of the license(s) to operate the taxicab company in each area of service
- I. Documentation of licensure and certification by the Ohio Division of Emergency Medical Service, if applicable
- J. Affidavit of Delinquent Personal Property Tax ORC 5719.042
- K. Affidavit of Non-Collusion
- L. Non-Discrimination Agreement O.R.C. 153.59
- M. Representations, Assurances, and Certifications document
- N. Certification Regarding Lobbying
- O. OMB Circular 2 CFR 200 Audit Certification Form
- P. Background checks of all employees that provide direct services to transportation participants.

Section 3 - Program Planning and Development:

The Program Planning and Development section must include the following information:

- A. Program description: Provide a description of how the program service specifications will be fulfilled. The description should demonstrate the applicant's understanding of the program as described in the RFP.
- B. Provide a summary of service and description for each of these areas:
 1. Days and hours service is available. ACJFS seeks to provide services 24 hours a day, 7 days per week.
 2. The number of years the applicant has been providing service(s) similar to the proposed service(s), resulting in relevant experience.
 3. Specifications:
 - (a). A detailed description of the Applicant's method of calculating a trip charge. ACJFS reserves the right to negotiate with individual applicants the method of charging trip mileage.

- (b). Define a round trip ride.
 - (c). Describe the method of charging a "shared" trip.
 - (d). Number of vehicles used to provide service, passenger capacities and number of wheel-chair lift equipped vehicles.
 - (e). Identify procedures to efficiently provide services to multiple passengers while avoiding excessively long trips.
 - (f). Schedule trips to ensure that the average waiting time for pick-up or delivery does not exceed fifteen (15) minutes from the stated pick-up or delivery time.
 - (g). Develop procedures to accommodate last minute requests, scheduling changes, late running vehicles and "no-shows".
 - (h). Assure that ninety percent (90%) of shared-ride trips take no more than 30 minutes more than the time required to accomplish the same trip, at the same time of day, under the same weather and traffic conditions, as on a non-shared basis.
 - (i). Report all incidents, accidents or complaints to ACJFS within 24 hours of the occurrence. Any accident involving passenger injury needs to be reported to ACJFS immediately or if during
- C. Geographic service areas: Applicants shall provide a narrative that addresses how they plan to deliver services both within and outside of Ashtabula County.
 - D. Organizational structure: State the history of the applicant organization. Include date of incorporation, main source of financial support, organizational chart, Board of Trustees and/or Advisory members.
 - E. Applicant/Staff Qualifications: An explanation of qualified staff associated with the proposed service must be provided, as well as job descriptions for all positions addressed in the program description and budget in order to demonstrate an acceptable level of staff experience and capabilities in performance of the proposed service.

When completing sections 2 and 3, if an applicant feels that one or more of the requirements does not apply, a narrative reflecting the reason a requirement does not apply must be included.

Section 4 - Applicant Budget (Attachment B):

An electronic copy of applicant budget is available upon request.

All applicants are required to submit an Applicant Budget (Attachment B) which establishes a unit rate(s) for the proposed service. The unit rate shall include all costs associated with program including administrative, training, and record documentation. All rates included in the proposal are subject to negotiation if an applicant is awarded an agreement.

Unit of Service:

1. A unit of service is equal to one mile.
2. Proposals must include a standard all-inclusive rate per mile for all forms of transportation, all types of vehicles (standard passenger vehicle, van or mini-van, or wheelchair lift equipped vehicle). The standard rate must cover all trips either within Ashtabula County or Outside of Ashtabula County. The rate shall not include any type of "base" or "surcharge" fee.

Published Public Rates: Proposals must include published public rates if the Provider offers services to the general public.

V. Evaluation and Selection Process:

Proposal Evaluation:

The review process will be conducted in two (2) stages. Stage 1 will consist of a preliminary review to ensure that the proposal adheres to the minimum requirements specified in the RFP. Proposals which adhere to the minimum requirements will be deemed "Qualified". Those which do not, will be deemed "Non-Qualified". Partial submissions or proposals submitted after the designated deadline will be determined to be "Non-Qualified". "Qualified" proposals will then be reviewed in Stage 2, in accordance with the review process.

Stage 1 Review:

"Qualified" proposals in response to the RFP must meet the following requirements:

1. **Timely Submission** - The proposal is received at the address designated in the RFP and according to instructions. Proposals mailed but not received at the designated location by the specified date will be deemed "Non-Qualified" and will not be considered.
2. **Completeness of Submission** - proposal submission must include:
 - a. Required number of copies: 1 master and 3 copies (4 total)
 - b. Section 1 Applicant Information Page (Attachment A)
 - c. Section 2 Required Documents A,B,C,D,E,F,G,H,I,J,K,L,M,N,O,P
 - d. Section 3 Program Planning & Development
 - e. Section 4 Applicant Budget, Published Public Rates, Other Negotiated Rates

Proposals which do not meet all of the above stage 1 review requirements will be deemed "Non - Qualified" and will not be reviewed in stage 2.

Stage 2 Review:

All "Qualified" proposals will be reviewed and evaluated. At any time during the review process ACJFS may request additional information from the Applicant. The evaluation will include, but will not be limited to:

- Information obtained from Program Planning and Development (Section 3):
 - A. Applicant's program description shows understanding of the services requested and provides a detailed description of how the service specifications will be fulfilled.
 - B.1 Ability to adequately service clients according to hours of operation as stated in RFP.
 - B.2 Applicant demonstrates experience with this service or similar service. If experience is not available, applicant shows they qualify to provide the services without prior experience.
 - Applicant has thoroughly defined the method of charging for trips.
 - The Applicant has sufficient vehicle capacity to meet the needs of the program.
 - Applicant demonstrates the ability and experience for scheduling of trips, shared rides, effective utilization of vehicle capacities, problem solve unforeseen changes in trip scenarios.
 - C. Applicant is able to meet the geographical needs of the service area.
 - D. & E. organizational structure, staffing level, qualifications and experience are sufficient to accomplish the requirements of the RFP.
- Cost of proposed service from Applicant Budget (Section 4):
 - The budget effectively defines the unit rate.
 - The budget is inclusive of only necessary costs associated with the program.

Following the Stage 2 Review, one or more Applicants may be invited to ACJFS for oral presentations if ACJFS determines oral presentations to be necessary. Information obtained during the presentation stage will be used in conjunction with Stage 1 and 2 review to complete the evaluation process.

Proposal Selection:

Selection of one or more Applicants based upon the results of the Stage 1 and Stage 2 evaluations may result in the issuance of an agreement. Proposal selection does not guarantee an agreement for services will be awarded. If ACJFS and the Applicant are unable to successfully come to terms regarding the agreement, ACJFS reserves the right to terminate agreement discussions without cause. In this event, ACJFS reserves the right to select another Applicant from the proposal process, cancel the RFP, or reissue the RFP if this is deemed necessary.

Acceptance and Rejection of Proposals:

The decision of the ACJFS and the Board of Ashtabula County Commissioners shall be final. The waiver of an immaterial defect shall in no way modify the RFP documents or excuse the Applicant from full compliance with its specifications if the Applicant is awarded the agreement.

Per O.R.C. 307.862 section B.10:

(a) ACJFS and the Board of Ashtabula County Commissioners reserve the right to reject any proposal in which the applicant takes exception to the terms and conditions of the RFP; fails to meet the terms and conditions of the RFP, including but not limited to, the standards, specifications, and requirements specified in the RFP; or submits prices that ACJFS and the Board of Ashtabula County Commissioners considers to be excessive, compared to existing market conditions, or determines exceed the available funds allocated for this service.

(b) ACJFS and the Board of Ashtabula County Commissioners reserve the right to reject, in whole or in part, any proposal that has been determined, using the factors and criteria ACJFS and the Board of Ashtabula County Commissioners develops, would not be in the best interest of the county.

(c) ACJFS and the Board of Ashtabula County Commissioners may conduct discussions with applicants who submit proposals for the purpose of clarifications or corrections regarding a proposal to ensure full understanding of, and responsiveness to, the requirements specified in the RFP.

Post Selection Meeting:

The post-selection meeting may be utilized only by "Qualified" Applicants passing the first level review, who wish to obtain clarifying information regarding their non-selection. If an Applicant wishes to discuss the selection process, the request for an informal meeting and the explanation for it must be submitted in writing within five days of the receipt of the non-selection notice. The request for a meeting should be sent to Renee Dragon at the address given in the Contact Person section.

VI. Award of Contract/Sub-grant Agreement:

Overview:

The agreement shall incorporate the terms, conditions and requirements of the RFP, the Applicant's proposal and all other agreements that may be reached. ACJFS will design, develop and implement the structure of the agreement. This RFP, the successful Applicant's proposal and other applicable addenda will become part of the final agreement.

Availability of Funds:

ACJFS reserves the right to not award an agreement through this RFP process, based on available funding.

Agreement Period:

The agreement has a tentative effective date of 10-1-22 through 9-30-23.

Invoicing:

Provider(s) will be required to submit a detailed invoice to ACJFS on a monthly basis in a format approved by ACJFS. Payments will be made based upon the agreed rate. Providers will report actual expenses monthly in a format approved by ACJFS. Payments will be reconciled periodically to ensure that total payments do not exceed actual expenses.

Performance & Monitoring:

ACJFS will monitor the manner in which the terms of the agreement are being carried out. ACJFS reserves the right to schedule monitoring visits at regular intervals or may request detailed reports from the Provider(s). Provider(s) agrees to provide ACJFS reports relative to the effective operation of the program. ACJFS may perform at least one on-site monitoring visit during the agreement period. Provider(s) and ACJFS may meet at mutually agreed upon times for the purpose of reviewing service data and agreement issues. Provider(s) must maintain records sufficient to document eligibility and any additional demographic data requested by the ACJFS.

See Attachment D for a sample Agreement for minimum contractual requirements of all ACJFS Providers. ACJFS reserves the right to add or delete agreement language to meet the project needs.

Confidentiality and Security:

The Provider agrees that information concerning eligible individuals shall only be used in support of the service program. Disclosure of information for any other purpose is prohibited except upon the written consent of the eligible individual. Both the Provider and ACJFS will complete the necessary consent forms with participants so that information can be exchanged as needed.

Publicity:

Any program descriptions, publicity releases, or other public references including but not limited to, both internal and external informational pamphlets, brochures, and media releases on the services provided under this agreement will clearly state that the services are funded by ACJFS. Provider assumes responsibility for the development and cost associated with these items and agrees to obtain approval from ACJFS before releasing promotional materials and/or items.

Applicable Laws and Rules:

Providers shall understand, agree with, and comply with the following:

1. Americans with Disabilities Act of 1990
2. Occupational Safety and Health Act of 1970
3. Equal Employment Opportunity Act
4. Documentation of licensure and certification by the Ohio Division of Emergency Medical Service, if applicable.
5. Any Federal, State and Local laws regarding the service.

If awarded an agreement which exceeds \$100,000.00, Providers shall understand, agree, and comply with the following:

6. Clean Air Act, as amended, 42 USC §§ AA 7401 et seq.
7. Certify that no funds appropriated by the agreement will be used for lobbying as described in 31 USC 1352. The Applicant shall submit a "Certification Regarding Lobbying" as required by 49 CFR part 20.
8. The Provider certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. The Provider shall submit an "Integrity Certification" regarding debarment, suspension, and other responsible matters.

Patent or Copyright Liabilities:

The Provider will protect, defend and hold free and harmless ACJFS, Ashtabula County, its officers, employees, agents, and Board of County Commissioners against all claims that any of the designs supplied hereunder infringe a U.S. patent or copyright. The Provider will pay all resulting costs, damages, and attorney's fees to defend Ashtabula County against such claims. ACJFS will promptly notify the Provider in writing of all claims, and the Provider will have control of the defense and all related settlement negotiations. If such claim has occurred, or is likely to occur, ACJFS agrees to permit the Provider, at Provider's option and expense, either to procure for ACJFS the right to continue using the designs or programming or to replace or modify the same so that they become non-infringing but still meet the requirements of the RFP.

Software and Ownership Rights:

ACJFS will have ownership rights in software, software modifications, and associated documentation designed, developed, or installed with the use of County funds. ACJFS reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, or otherwise use and authorize others to use the software, software modifications and documentation for County, State, and Federal government purposes (edited APM.4046. (5)).

Appendix I

Appendix I-A

Transportation Requirements

Required Annual Inspection Elements for Vehicles:

1. Seating:

- a. All seats must be securely fastened to the floor.
- b. No broken tubing or protruding pieces of metal should be around seats.

2. Defrosters & Heaters:

- a. Must operate as designed.
- b. Heater cores must be clean and free of leaks and obstructions to the flow of air.
- c. Hoses must not have cracks or leaks and must otherwise be in good condition.
- d. Fan guards must be metal or plastic.

3. Windshield Wipers & Washers:

- a. Must operate as designed.
- b. Wiper blades in the vehicle operator's field of vision must be clean.
- c. Wiper blades must not be brittle or badly worn.

4. Vehicle Floor:

- a. Must be metal
- b. Must be intact without holes.

5. Mirrors:

- a. Must have a least one rear view interior mirror that is properly secured and in proper placement.
- b. Must have at least one mirror on each side of the vehicle that is properly secured and in proper placement.
- c. Prismatic lens must be properly installed.
- d. All mirrors must enable operators to see a clean image (i.e. without cloudiness, cracks, or other obstacles on the mirror to interfere with reflection).

6. Emergency Equipment:

- a. The red reflectors must be stored in the vehicle.
- b. The vehicle must have a five-pound dry chemical fire extinguisher with the minimum rating outlined in section 20 b.c. of the Ohio fire code and based on section 10 of the National Fire Protection Association. The fire extinguishers must be securely mounted near the vehicle operator for easy access.
- c. The vehicle must be equipped with a first aid kit.

7. Brakes:

- a. Properly located and free of crimps, rust, breaks in integrity, and not in contact with inappropriate vehicle components.
- b. Tail exhaust pipes are properly secured to prevent dropping on the break line.

- c. Vehicles using vacuum-assisted breaks: wheel cylinders, master cylinders, hydrovac, and hose connections must be free of fluid leaks.
- d. Vehicles using air brakes: reservoirs, chambers, valves, connections, and lines must be free of air leaks.
- e. During inspections, brake pads must be checked against the vehicle manufacturer's specifications.
- f. All moisture ejection valves must be free of leaks and in proper working order.

8. Emergency Brakes:

- a. The vehicle must have a functional emergency brake that is capable of stopping or holding the vehicle in an emergency or while parked. The emergency brake shall hold the vehicle on any grade and under all conditions of loading on a surface free of snow, ice, or loose material.
- b. If the emergency brake is located on the drive shaft, the brakes shall:
 - i. Hold the vehicle in parked position;
 - ii. Be properly mounted, and;
 - iii. Have cables that are properly lubricated and not hazardously worn.

9. Steering Gear:

- a. The steering shaft must have no more than one half-inch upward motion when the steering wheel is pulled upwards.
- b. The steering gear assembly, power steering unit, brackets, and mounting bolts must be securely fastened.
- c. If installed, power steering must be operative, properly mounted, and have correct fluid levels and belt tensions.
- d. Tie rod ends must function properly.
- e. Tires must not rub any chassis or body component in any position.

10. Horn: Must operate as designed.

11. Windshield & Windows:

- a. Window glass must be free of chips or cracks and be securely mounted without exposed edges.
- b. Plexiglass will not be used to replace safety glass.

12. Emergency Door:

Applicable to Bus Type Vehicles

- a. The door must be able to open to its maximum width without catching or binding.
- b. All handles must be permanently installed.
- c. Operating instructions for the emergency door must be lettered or decaled inside the emergency door.
- d. The safety buzzer must operate as designed and be placed in the vehicle operator's area to warn passengers that the emergency door is opened.
- e. The door must be free of temporary or permanent obstructions.
- f. No padlocks or other added security devices are to be used to secure the door while the vehicle is in motion.

13. Springs & Shocks:

- a. Must be intact
- b. Must be properly mounted
- c.

14. Tires:

- a. Must have no less than two sixteenth inch tread pattern measured anywhere on the tire.
- b. Retread tires should not be located on the steering axle.
- c. Must be free of irregular wear, cuts, bruises, and breaks.
- d. Must be balanced and in proper alignment.
- e. All lugs must be present and fitted tightly on tires.
- f. All tread types must match mated tires.

15. Exhaust System:

- a. Must be intact and operating as designed.
- b. All pipe and muffler joints must be properly welded or clamped.
- c. Exhaust manifolds must be free of cracks and missing bolts.

16. Lights:

- a. Must operate as designed.
- b. Must meet ORC and OAC requirements for vehicle lighting.

17. The Vehicle Body:

- a. Condition must be intact.
- b. Must be free of broken parts that can cause injury.

18. Gas Tank:

- a. Must be free of rust, damage or leaks.
- b. Must be securely mounted.

19. Seating Area & Aisle: Must be free of debris.

Appendix I-B

Required Daily Wheelchair Lift Inspection Elements:

Before each day's services are provided, providers must complete and document an inspection of the wheelchair lift prior to any participant service that day according to the following specifications:

1. Run the lift through one complete cycle to be sure that it is operable.
2. Check for any signs of seal leaking or binding of hardware.
3. Check for frayed or damaged lift cables, hydraulic hoses, or chains.
4. Check for physical damage and jerky operation.
5. Check for hazardous protrusions and exposed edges. Assure that all protrusions are adequately padded and protected.
6. Check all fasteners and assure that all bolts are snug.
7. Make sure the lift is properly secured to the vehicle when stored.
8. Clean the lift completely of dirt, mud, gravel, and corrosive elements such as salt.
9. Lubricate the lift in compliance with the manufacturer's requirements.
10. Providers shall not use the lift any time repairs are necessary.

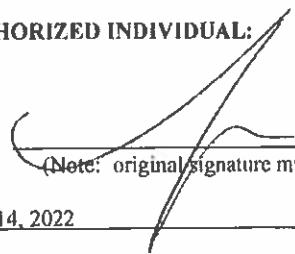
**ATTACHMENT A
TRANSPORTATION PROGRAMS
APPLICANT INFORMATION**

AGENCY / ORGANIZATION NAME: Country Neighbor Program, Inc.
ADDRESS: 39 South Maple Street, PO Box 212, Orwell, OH 44076
PHONE: (440)437-6311 FAX: (440)437-1031
SERVICE SITE (if different than above): Same
ADDRESS: _____
PHONE: _____ FAX: _____
FEDERAL TAX I.D. NUMBER: 34-1331627
EXECUTIVE DIRECTOR/DIRECTOR: Barbara Klingensmith
PROGRAM COORDINATOR: Brittany Shriver EMAIL: brittany.shriver@countryneighbor.org
FISCAL CONTACT: Tina Hansel EMAIL: tina.hansel@countryneighbor.org

TERMS AND CONDITIONS

It is understood and agreed upon by the undersigned authorized individual that: Funds granted as a result of this request are to be expended for the purposes set forth and in accordance with all applicable laws, regulations, policies and procedures of this State, County, and the Ashtabula County Job & Family Services (ACJFS). Any proposed changes in the proposal as approved will be submitted in writing by the applicant and upon notification of approval by the ACJFS shall be deemed incorporated into and become a part of this agreement. This request for proposal is being issued on the basis of the presumed availability of funds. ACJFS will not be liable should funds be eliminated or reduced. Completion of a proposal does not imply that ACJFS will fund a proposal. Proposals are subject to review by representatives of ACJFS. At its sole discretion, ACJFS may negotiate the unit price, or any other factors, prior to determining to enter or not to enter an agreement based on a proposal.

NAME, TITLE AND SIGNATURE OF AUTHORIZED INDIVIDUAL:

NAME: Barbara Klingensmith SIGNATURE: 
(Note: original signature must be in blue ink)
TITLE: Executive Director DATE: July 14, 2022

Country Neighbor Program, Inc.

ACJFS #4-22

Country Neighbor Program, Inc.
Health Related Transportation
Employment Related Transportation
Section 3
Program Planning and Development

Country Neighbor Program, Inc.
Employment Related and
Health Related Transportation
Section 3
Program Planning and Development

A. Program Description

Country Neighbor is proposing to provide 169,350 miles of Health-Related Transportation at a unit rate of \$2.09 and 2,500 miles of Employment-Related Transportation at a unit rate of \$2.09 per mile for the period of October 1, 2022, through September 30, 2023. We are requesting a 3.5% rate increase from \$2.02 to \$2.09 for the proposed contract year. Cost of operations is increasing as well as to be more competitive in the job market, it has become imperative that we increase salaries and benefits for our team. Staff is increasingly difficult to attract and retain in today's environment.

Country Neighbor follows all Ohio Department of Transportation, Ohio Division of Emergency Medical Service, and Ohio Department of Aging requirements, including all training and monitoring requirements. Annually, we are monitored by all the programs for compliance. Included with this RFP, as an attachment, is Country Neighbor's Transportation Policy and Procedure Manual addressing personnel, safety, training, and monitoring requirements.

Country Neighbor has put an emphasis on sharing trips with other funding sources as much as possible. It is more cost effective and allows more trips for the same amount of available resources. During the period of October 2021 through June 2022, 47.8% of the HRT trips Country Neighbor provided were shared saving \$112,752.11 in NET dollars.

At this time, call slips are forwarded to our Transportation Unit via email from the Transit Unit of ACDJFS. Country Neighbor's Transportation Supervisor and her assistants schedule the trips and drivers. Clients are called the day before their scheduled trip to verify information on file and to notify them of the scheduled pickup time. If there will be other riders with them, we let them know that as well.

B. Summary of Service

1. Days and Hours of Service

Country Neighbor operates Monday through Saturday from 3:30 a.m. to approximately 7:00 p.m., depending upon the trips scheduled. These times and days are flexible and vary with individual need. We do provide transportation on Sundays and holidays, generally dialysis, when necessary.

2. Provider Experience

Country Neighbor has been providing transportation as discussed in the service specifications for well over 40 years. We have for the past several years been the contract provider for the countywide Ashtabula County Senior Services Levy transportation program.

Country Neighbor is designated by the Ashtabula County Board of Commissioners as the Lead Agency for Transportation Coordination Planning and Implementation of the Ashtabula County Coordinated Plan.

3. Specifications

a. Trip Charge Calculation

Country Neighbor charges a flat, per mile fee. There are no additional fees for "wait time" or "lift drops".

Mileage begins from our vehicle lot and back, unless it is already out in service. If it is already in service, mileage begins from the drop off point of the previous passenger to the new passenger's pickup address then to their destination and back home or back to our vehicle lot if there are no further trips scheduled for that driver.

b. Round Trip Definition

A "round trip" is when we leave a specified location, pick up the passenger, take them to their destination, and then return them back to their home. If the driver has no other runs scheduled, then the trip ends at the Country Neighbor lot. If there is another run, then the trip ends at the passenger's home.

c. Charging a Shared Trip

If all the same funding source, we take the total trip miles and divide by the number of individuals sharing that trip and each is billed their share. If different funding sources, all going to the same destination area, the total trip miles are divided equally by the number of people on board and billed as such.

d. Number of Vehicles, Passenger Capacity and Wheelchair Lifts

Country Neighbor has (2) 7 passenger minivans, (4) modified minivan, and (6) lift vehicles. The modified minivans have 1 wheelchair position, 2 of the lift vans have 3 wheelchair positions and 4 have 2 positions.

e. Procedures for Multiple Passengers

Our Transportation Unit works with each individual passenger identifying commonalities in trip destination areas and appointment times. We work with the passenger and the medical facilities to coordinate reasonable schedules to minimize waiting periods.

f. Ensure 15 Minute Windows for Stated Pickup and Deliveries

All trips are entered into our Ecolane scheduling and dispatching software program. As the trips are batched for the day and vehicle, the software assigns pickup and delivery times for the passengers. We then convey this information to the passengers when we call them the previous day.

The dispatcher monitors all trips on a continuous basis all day and is alerted if vehicles are running behind. Should problems arise, she then takes appropriate action by contacting all involved to adjust the schedules accordingly.

g. Accommodating Last Minute Requests, Changes, Late Running Vehicles, and "No Shows"

If last minute requests are received by our Unit, the dispatcher will look at the day's schedule to see if we can accommodate the request. If we are unable at the specified time, we work with the passenger and the ACDJFS Transit Unit to adjust their time to fit into the current schedule, if possible. If this scenario is not possible, we check to see if a reschedule is possible. If not, the call slip is sent back to ACDJFS. However, generally, details are worked out to accommodate both parties.

"No shows" are handled on an individual basis. If a client is a repeat offender, CNP Transit Unit communicates with ACDJFS and cooperatively steps are taken to address the issue.

h. Assurance Regarding 90% of Shared-Ride Trips

With our scheduling software, we can continually monitor our fleet of vehicles in service and adjust, as necessary. We are continuously communicating with the passengers and the drivers to ensure reasonable accommodations are met to and from destinations.

i. Reporting of Incidents and Accidents

Country Neighbor will report all incidents, accidents, and complaints, per the bid specification to ACDJFS.

C. Geographical Service Area

Country Neighbor is available to provide transportation countywide. We will travel to destinations within the county, out of the county and into Pennsylvania, when necessary. Most of our medical transportation are to Geauga, Ashtabula, Cuyahoga and Trumbull Counties.

ERT is generally within county, but we have the capacity to go out of county, if necessary.

D. Organizational Structure

Country Neighbor began in 1977 and was incorporated in March of 1981. The mission of the organization is help people remain independent by providing supportive services to enhance their quality of life. Country Neighbor provides a wide variety of services to include, but not limited to, homemaker, chore, transportation, home delivered meals, congregate meals, personal care, prescription assistance, emergency food, rental/utility assistance, adult daycare, socialization, telephone reassurance, wellness education, and wellness activities.

Our service area is dependent upon the funding sources for the variety of programs we provide.

The Ashtabula County Food Bank (Country Neighbor) serves 20 food pantries, 4 soup kitchens/senior feeding sites, and 2 shelters located throughout Ashtabula County. In 2021, we distributed over 1.2 million pounds of food to these contract organizations.

The largest funding sources are the Ashtabula County Senior Services Levy, Trumbull County Senior Services Levy, Ashtabula County Department of Job and Family Services, Direction Home of Eastern Ohio, the Ohio Department of Job & Family Services and United Way of Ashtabula County.

Country Neighbor is governed by a thirteen-member Board of Directors who meets one time per month, generally the last Monday of each month. *(List attached)*

An Organizational Chart is attached.

E. Provider/Staff Qualifications

Executive Director: Responsible for overall implementation, grant writing, fiscal accountability and administration of the program. Also, very involved with the Coordinated Transportation Plan update and implementation for the County.

Assistant Director: Assist the Executive Director with the day-to-day administrative oversight of the operations of the program.

Administrative Assistant/Bookkeeper: Assist with human resources, fiscal responsibilities, payroll and financial reporting. This position supports the Assistant Director.

Receptionist: Perform all clerical responsibilities, answers telephone, directs clients, and filing of records of central filing system.

Data Support/Backup Receptionists: Covers the desk and telephone when the receptionist is not available. Responsible for the daily clerical responsibilities of the home delivered meals program, such as data collection/entry into the data base, run daily delivery sheets for drivers, review of daily service delivery sheets

Transportation Supervisor: Reports to the Executive Director. She is responsible for the Intake and Assessment of each client, scheduling all transportation trips, drivers, vehicles, accuracy and completion of all required documentation and recordkeeping, maintenance program implementation, policy and procedure implementation and quality assurance of the program.

Transportation Assistants: Responsible for all daily trip data entry, assist with billing and assessment tools. Assists receptionist with telephone, and clients.

Drivers: Direct service of client's transportation to appointments, assist them, then return them to their homes, cleanliness of vehicles, accurate completion of all documentation, and required training.

Facility Maintenance: Responsibilities include facility cleaning and assist with vehicle cleaning

ACJFS #4-22

Country Neighbor Program, Inc.
Health Related Transportation
Employment Related Transportation
Section 3
Program Planning and Development
Board Roster

**COUNTRY NEIGHBOR PROGRAM, INC.
2022 BOARD OF DIRECTORS
ROSTER**

Casey O'Brien, President
Village Station
401 South Street
Chardon, OH 44024
Attorney At Law
Office: 440-437-5295
Term Begins: February, 2021
Term Ends: January, 2024
Date Elected: January 30, 2006
Email: Casey@peteribold.com

Carl Plickert, Secretary/Treasurer
4318 New Hudson Road
Orwell, OH 44076
Retired (Kennametal)
Home: 440-437-8252
Term Begins: January, 2020
Term Ends: January, 2023
Date Elected: January, 1997
Email: plickert@orwell.net

Rick Huffman
5901 Route 6
Hartsgrove Twp, OH 44085
Home: 440-474-9042 c: 440-990-9532
Contractor/Business Owner
Term Begins: February, 2022
Term Ends: January, 2025
Date Elected: November 7, 2016
Email: rickhuffman@gmail.com

Bonnie Brockway
2233 Brown Road
Jefferson, OH 44047
Retired: School Treasurer
Home: 440-576-8126
Alternate: 440-813-4958
Term Begins: May 24, 2021
Term Ends: January, 2024
Date Elected: May 24, 2021
Email: bbrockway64@gmail.com

Dan Reel, Vice-President
12350 Winchell Road
Concord Township, OH 44024
Reel's Auto Sales
Work: 440-437-5893
Mobile: 440-319-1247
Term Begins: January, 2020
Term Ends: January, 2023
Date Elected: March 30, 2015
Email: dan@reelsauto.com

Carolyn Turk, EEO Officer
PO Box 101
Orwell, OH 44076
Molded Fiberglass Company
Home: 440-437-6126
Term Begins: February, 2022
Term Ends: January, 2025
Date Elected: May 11, 2009
Email: cjturk75@yahoo.com

Angela Thomas
8695 Troutman Road
Orwell, OH 44076
Ashtabula County Developmental Disabilities
Cell: 440-474-3600
Term Begins: February 10, 2020
Term Ends: January, 2023
Date Elected: February 10, 2020
Email: thomasaa91@gmail.com

John Pizon
383 East Jefferson Street
Jefferson, OH 44047-1105
Retired: First Energy (Electrical Engineer)
Home: 440-576-2447
Alternate: 440-437-6368
Term Begins: February, 2022
Term Ends: January, 2025
Date Elected: August 23, 2010
Email: john.pizon@gmail.com

Kathleen Wolf
5129 Lenox New Lyme Road
Jefferson, OH 44047
Retired: Long Term Care
Home: 440-294-2368
Alternate
Term Begins: February, 2022
Term Ends: January, 2025
Date Elected: January 28, 2002
Email: KathleenWolf@yahoo.com

Sally Kennedy
1000 Middle Road
Conneaut, OH 44030
Retired: Health Commissioner
Home: 440-593-3087
Alternate: 440-789-9441
Term Begins: May 24, 2021
Term Ends: January, 2024
Date Elected: May 24, 2021
Email: kennedysally08@gmail.com

Ghassan Saikaly
4409 East Union Road
Dorset, OH 44032
Retired: Geauga Cty Water & Sewer Dept
Home: 440-293-6648
Cell: 440-536-2064
Term Begins: February, 2021
Term Ends: January, 2024
Date Elected: May 24, 2010
Email: gsaikaly@embarqmailcom

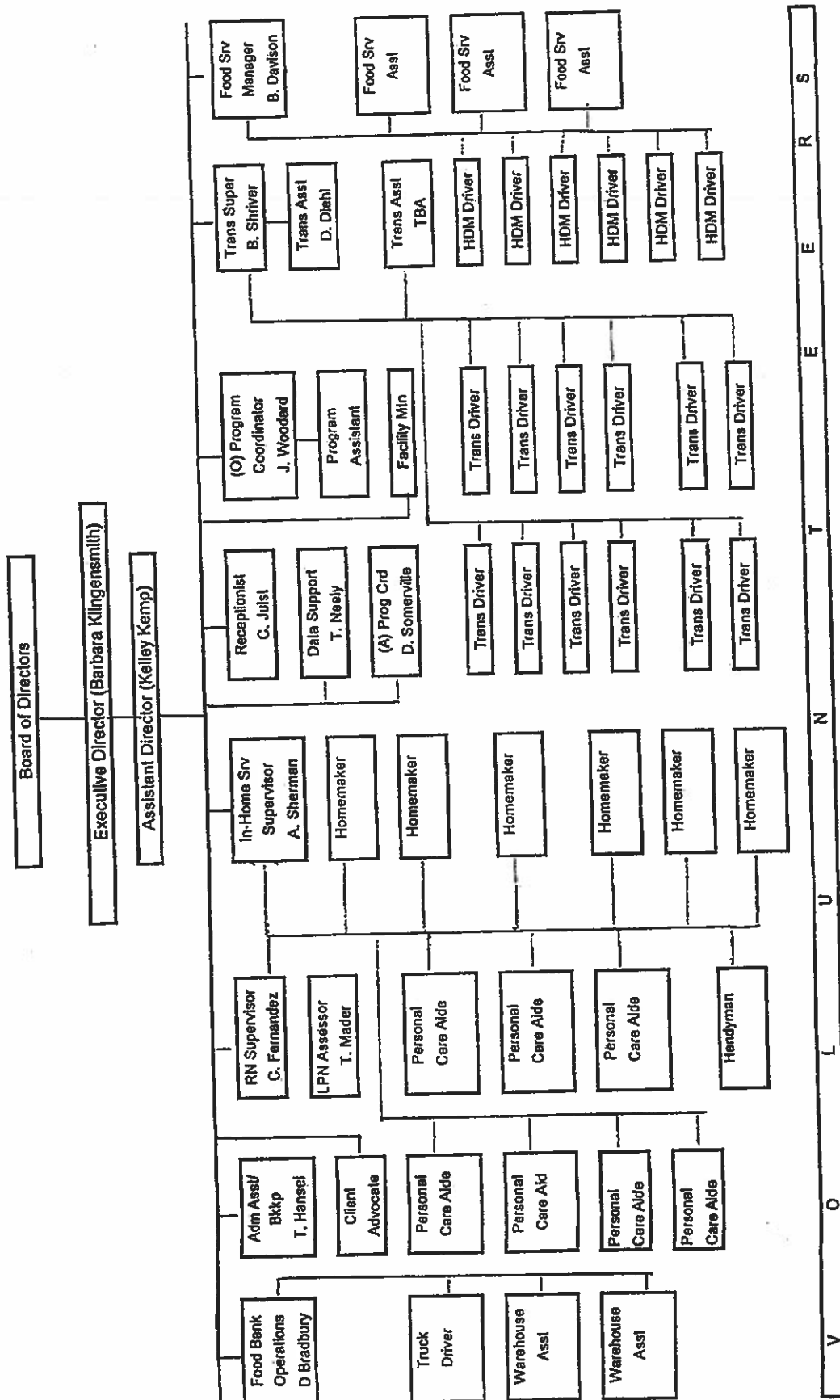
Jim Long
300 Elruth Ct, Apt. 102
Girard, OH 44420
Middlefield Bank Branch Manager
Cell: 330-719-6603
Office: 440-437-7200
Term Begins: February, 2022
Term Ends: January, 2025
Date Elected: September 27, 2021
Email: OhioJim.Long@gmail.com

Randy Gentry
PO Box 1382
Andover, OH 44003
Law Enforcement
Work:
Mobile: 440-645-3543
Term Begins: January, 2020
Term Ends: January, 2023
Date Elected: September 28, 2015
Email: rlentry97@gmail.com

ACJFS #4-22

Country Neighbor Program, Inc.
Health Related Transportation
Employment Related Transportation
Section 3
Program Planning and Development
Organizational Chart

COUNTRY NEIGHBOR PROGRAM, INC.
ORGANIZATIONAL CHART



ACJFS #4-22

Country Neighbor Program, Inc.
Health Related Transportation
Employment Related Transportation
Section 3
Program Planning and Development
Job Descriptions

COUNTRY NEIGHBOR PROGRAM, INC.
JOB DESCRIPTION

TITLE: Executive Director

LOCATION: CNP Administrative Office

REPORTS TO: Board of Directors

SUPERVISES: All Staff

BASIC FUNCTIONS: Under policy supervision of the Board of Directors. Directs and supervises agency programs, fiscal policy, public contacts, obtains and administers grants, and helps to develop resources for community programs. The Executive Director is responsible for administering the Country Neighbor Program, Inc. in southern Ashtabula County and coordinate its effort with other social service agencies. This individual should have a knowledge of the service area, be concerned with the well-being of its residents, and be able to relate to local residents in stressful situations on an individual basis. This position involves planning program and supervising staff for total CNP function, and Executive Director must be willing to work irregular hours when needed.

RESPONSIBILITIES:

Approx. % Of Time

30%	Supervise and evaluate staff. Employ and discharge staff. Fix compensation within the budget approval by the Board of Directors. Ensure staff development. Conduct staff meetings.
20%	Participate in planning and coordination efforts at county and state level, inform other agencies and organizations, and the public about CNP services and objectives.
40%	Prepare, review, and process grant applications. Research potential grant sources and regulatory requirements. Assume administrative responsibility for grant implementation.
5%	Attend all Board of Directors meetings and give an Administrative report and update. Attend committee meetings as requested.
5%	Perform other duties consistent with the intent of the Country Neighbor Program, Inc. as defined by the Board.

MINIMUM REQUIREMENTS: Associate college degree or two years credits.
Administrative experience preferred.

ADMINISTRATIVE ASSISTANT JOB DESCRIPTION

POSITION: Assistant Director

REPORTS TO: Executive Director

SUMMARY: Assistant Director duties and responsibilities include providing administrative support to ensure efficient operation of the organization including agency fiscal and human resource management. Responsible for confidential and time sensitive material. Ability to effectively communicate via phone and email ensuring that all Executive Assistant duties are completed accurately and delivered with high quality and in a timely manner.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Maintain bookkeeping system and accounting procedures
- Assist in preparation and review of budget, process payroll, accounts payable and receivable, process and prepare required reports for funding sources, prepare financial statements
- Perform complex clerical duties, type a variety of complex materials, proofread material, correct grammar and spelling
- Assist in establishing and maintaining an effective and efficient records management system
- Complete understanding and implementation of the agency data base for data collection and reporting of services
- Work closely with the Executive Director in employee relations, employee benefits, hiring/firing, implementation of the employee governing policies as set forth in the handbook and adopted by the Board of Directors
- Be familiar with all federal, state, and local laws directly affecting the employment of individuals and ensure Country Neighbor's adherence to all such laws as applicable
- Complete all reports as required by federal, state, and local employment laws in a timely and accurate manner
- Implement and ensure safety plan as required by the Ohio Bureau of Workers Compensation
- Prepare and sort source documents, and identifies and interprets data
- Process various forms
- Assist in the preparation of regularly scheduled reports, as assigned
- Contribute to a team effort and accomplish related results as required
- Maintain confidential information
- Become knowledgeable and familiar with the social service industry and the organization's services and funding source requirements
- Attend all meetings, as requested
- Perform other job-related duties as assigned.

COMPETENCY: (To perform the job successfully, an individual should demonstrate the following competencies)

- Knowledge of records management procedures

- Ability to operate various work-processing software, spreadsheets and database programs
- Maintain confidentiality
- Maintain professionalism
- Interact and maintain good working relationships with individuals of varying social and cultural backgrounds
- Communicate efficiently and effectively both verbally and in writing
- Carry out multiple tasks and meet deadlines
- Excellent time management skills
- Follow instructions furnished in verbal and written format
- Complete all job duties in a neat, accurate and manner
- Attention to detail and problem solving

QUALIFICATIONS:

To perform the job successfully, an individual must be able to perform each essential duty satisfactorily. Individual must pass physical, criminal background check and drug screen.

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

EMPLOYEE SIGNATURE: _____ **DATE:** _____

SUPERVISOR SIGNATURE: _____ **DATE:** _____

ADMINISTRATIVE ASSISTANT JOB DESCRIPTION

POSITION: Administrative Assistant/Bookkeeper

REPORTS TO: Executive Director

SUMMARY: Administrative Assistant duties and responsibilities include providing administrative support to ensure efficient operation of the organization. Responsible for confidential and time sensitive material. Ability to effectively communicate via phone and email ensuring that all Administrative Assistant duties are completed accurately and delivered with high quality and in a timely manner.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Assist with the data entry management for accuracy, efficiency, and timeliness based on all funding requirements in the organization's operations
- Prepare and sort source documents, and identifies and interprets data
- Process various forms
- Assist in establishing and maintaining an effective and efficient records management system
- Assist in the preparation of regularly scheduled reports, as assigned
- Contribute to a team effort and accomplish related results as required
- Maintain confidential information
- Become familiar with the organization's services and funding source requirements
- Perform general clerical duties such as word processing, answering telephone, etc.
- Perform other job-related duties as assigned.

COMPETENCY: (To perform the job successfully, an individual should demonstrate the following competencies)

- Knowledge of records management procedures
- Ability to operate various work-processing software, spreadsheets and database programs
- Maintain confidentiality
- Professionalism P
- Interact and maintain good working relationships with individuals of varying social and cultural backgrounds
- Communicate efficiently and effectively both verbally and in writing
- Carry out multiple tasks and meet deadlines
- Excellent time management skills
- Follow instructions furnished in verbal and written format
- Attention to detail and problem solving

QUALIFICATIONS:

To perform the job successfully, an individual must be able to perform each essential duty satisfactorily. Individual must pass physical, criminal background check and drug screen.

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

EMPLOYEE SIGNATURE: _____ DATE: _____

SUPERVISOR SIGNATURE: _____ DATE: _____

COUNTRY NEIGHBOR PROGRAM, INC.
JOB DESCRIPTION

POSITION: Receptionist/Clerical Support

SUPERVISES: No One

REPORTS TO: Executive Assistant/Executive Director

PURPOSE: The Receptionist is responsible for providing secretarial and clerical support in order to ensure that services are provided in an effective and efficient manner.

RESPONSIBILITIES: Answer multi-line telephone, route calls/visitors to appropriate staff, take messages accurately, greet visitors in a professional and courteous manner, operate and maintain office equipment. CNP mail dropped off and picked up at the post office daily. Monitor and maintain office supply inventory, complete necessary documentation in a timely manner. Must be able to communicate effectively and professionally with all age groups and identify needs of clients, provide and communicate accurate information.

Must become knowledgeable of the social service industry in Ashtabula and Trumbull Counties. Maintain entry/front/meeting room in an organized and professional manner. Knowledgeable of Microsoft Office and computer operations. Responsible for accurately completing "field" employee time cards on a daily basis and time clock operations for all other employees.

Perform other clerical related duties, as assigned. Attend all meetings as requested.

SKILLS: Team building, analytical and problem-solving skills, decision making skills, effective verbal and listening communication skills, stress management, organizational and time management skills.

QUALIFICATIONS: Free of substance abuse, professional manner and presentation, able to pass a criminal background check. Must be able to manage a number of projects at one time and may be interrupted frequently to meet the needs and requests for services. Must be customer focused. Adhere to all CNP policies and procedures.

EMPLOYEE SIGNATURE: _____

DATE: _____

SUPERVISOR SIGNATURE: _____

DATE: _____

COUNTRY NEIGHBOR PROGRAM, INC.
JOB DESCRIPTION

POSITION TITLE: Transportation Supervisor

REPORTS TO: Executive Director

SUPERVISES: Drivers

RESPONSIBILITIES:

Oversee the day to day operations of the transportation program by planning, coordinating, and implementing transportation for low income persons, the elderly, & persons with disabilities. Responsibilities include: scheduling all transportation requests in the most cost effective manner, assignment of all drivers to vehicles and trip manifests, call each client prior to day of service to verify appointment, pickup time, driver, and provider, ensure proper vehicle maintenance schedules, responsible to ensure vehicle cleanliness, complete all required data, reports, documentation and record keeping in a timely and accurate manner, and other duties as assigned.

Supports operational planning for the acquisition and implementation of ITS technologies to help plan and operate a county-wide coordinated system

Assist in the gathering and analyzing of data to evaluate intermodal transportation service options for persons with disabilities, the elderly and others who are transportation disadvantaged to design the most efficient and cost effective option possible.

Assist with the appropriate training for drivers, per funding requirements

Develops strategies for seeking other funding sources and to leverage existing funding sources to expand and enhance the current transportation system

Required Knowledge, Skills, and Abilities:

Knowledge of the Americans with Disabilities Act (ADA) and its specific applications to public transportation.

Knowledge of the principles, procedures and strategies of coordinated human services transit-transportation planning and coordination strategies.

Knowledge of Federal Transit Administration (FTA) and Ohio Department of Transportation (ODOT) policies, procedures and practices.

Knowledge of geography of Northeastern Ohio area

Proficiency with spreadsheet, word processing, presentation, database and

project management software.

Excellent interpersonal, written and verbal communication skills.

Ability to provide leadership and speak before public groups.

Ability to work independently and with others in an effective manner.

Ability to use a personal computer and other modern office equipment.

Ability to analyze data, define problems, identify potential solutions, develop implementation strategies and evaluate outcome.

Ability to prepare clear and concise oral and written reports.

Ability to read and understand transportation and program planning documents and standards.

Ability to work a flexible schedule that may include evenings and weekends.

Ability to establish and maintain effective working relationships with all levels of staff, community leaders, government representatives, and customers.

Ability to operate a motor vehicle; must possess and maintain a valid Ohio Driver's License.

Ability to pass criminal background check

Physical Requirements:

Extended periods sitting at a table, desk or workstation with use of a computer; normal visual acuity and field of vision; hearing, speaking and color perception; work involves periodic bending, stooping, reaching, standing and walking; requires dexterity in operating office machines and equipment; periodic need to carry items for short distances weighing up to 10 lbs. Periodic fieldwork in varying environments. Travel as necessary within or outside of service area via automobile or other mode of transportation.

Required Education and Experience:

Prefer high school graduate/G.E.D. and at experience in the transportation field

Computer proficiency and experience at an independent decision-making level. An equivalent combination of related education, training and experience that demonstrates

the knowledge, skills and ability to effectively perform the functions of this position may be considered.

EMPLOYEE'S SIGNATURE

I have read and understand the responsibilities and requirements of this job description and agree to comply:

SIGNATURE _____ DATE _____

**COUNTRY NEIGHBOR PROGRAM, INC.
JOB DESCRIPTION**

POSITION: Transportation Assistant **SUPERVISES:** No One

REPORTS TO: Transportation Supervisor/Executive Director

RESPONSIBILITIES: Daily compilation of all transportation run data into reporting format, review drivers daily manifest logs, verify funders and trip purposes, complete monthly invoicing as assigned. Assist the Transportation Supervisor with telephone and client contact, backup the Supervisor with scheduling of transportation requests, assignment of vehicles and trip manifests, when necessary. Daily record co-pays and responsible for maintenance records. Completion of required reports, as assigned. Must become knowledgeable of social service industry in Ashtabula and Trumbull Counties. Complete all documentation in a timely and accurate manner. Attend all meetings and trainings as requested. Perform other duties, as assigned.

REQUIREMENTS: Free of substance abuse, professional manner, good communication skills. Be able to pass criminal background check. Valid Ohio driver's license and possess good driving record.

EMPLOYEE SIGNATURE: _____ **DATE:** _____

SUPERVISOR SIGNATURE: _____ **DATE:** _____

**COUNTRY NEIGHBOR PROGRAM, INC.
JOB DESCRIPTION**

JOB TITLE: DRIVER

REPORTS TO: Transportation Supervisor

SUPERVISES: No One

BASIC FUNCTION: The driver will ensure mobility to clients in wheelchairs, clients using walkers, and clients using canes who are in need of transportation for necessary travel to doctors, shopping, agency appointments and recreation, as scheduled. All other duties as assigned.

RESPONSIBILITIES: (INCLUDE, BUT NOT LIMITED TO THE FOLLOWING) :

- Gas vehicles daily
- Conduct vehicle pre-trip inspections daily
- Complete necessary paperwork accurately and in the correct time frame
- Keep all vehicles clean (both inside and out)
- Attend all required training classes
- Attend all required staff meetings

QUALIFICATIONS: Valid Ohio Driver's License
Good driving record
Ability to pass physical/TB test
Ability to pass hearing test
Ability to pass eye exam
Ability to pass a drug screen
Able to pass criminal background check
Able to lift a minimum of 50 pounds

Employee Signature:

Date:

Supervisor Signature:

Date:

COUNTRY NEIGHBOR PROGRAM, INC.

JOB DESCRIPTION

POSITION: Facility Maintenance

SUPERVISES: No One

REPORTS TO : Executive Director

RESPONSIBILITIES: (Include but not limited to the following)

Sweep and mop floors, (dining room, kitchen, halls, etc.)
Vacuum carpeted areas, (front reception areas, throw rugs, offices, etc.)
Shampoo carpeted areas as needed
Clean bathrooms, (commodes, sinks, etc.)
Stock hygiene supplies as necessary.
Wash windows in front reception areas as required.
Empty trash, (outside waste can, offices, etc.)
Wash transportation vehicles, as assigned.
Attend meetings as designated by Country Neighbor.
Perform other duties as assigned.

QUALIFICATIONS:

Ability to Pass Criminal Background Check, Drug Screen, and Physical Exam.
Ability to Lift up to 25 pounds on occasion.

EMPLOYEE SIGNATURE _____ DATE _____

SUPERVISOR SIGNATURE _____ DATE _____

ACJFS #4-22

Country Neighbor Program, Inc.
Health Related Transportation
Employment Related Transportation
Section 3
Program Planning and Development
Transportation Policies and Procedures

Country Neighbor Program, Inc.

Transportation

**POLICIES and PROCEDURES
MANUAL**

Acknowledgement

This employee handbook provides transportation policies and procedures to be used in the provision of transportation services. In all instances the official benefit plan texts, trust agreements, and master contracts are the governing documents. Your policy manual is not to be interpreted as a legal document or an employment contract. Employment with Country Neighbor Program, Inc. is at the sole discretion of the agency and may be terminated with or without cause at any time and for any reason. Nothing in this handbook or in the personnel policy manual constitutes an expressed or implied contract, assurance of continued employment, or implies that just cause is required for termination.

Please refer to Country Neighbor Program, Inc. Personnel Policies and Procedures Employee Handbook for agency policy and procedures. This handbook does not supersede the agency policy & procedures manual; rather it defines the transportation program elements.

Understood and agreed:

Employee Signature

Date

Employee's Title

POLICIES AND PROCEDURES MANUAL

AGENCY INFORMATION

Country Neighbor Program, Inc.
Policy Manual
P.O. Box 212, 39 S. Maple St., Orwell, OH 44076

SUBJECT: AMERICANS WITH DISABILITIES ACT COMPLIANCE	SECTION: Agency Information

EFFECTIVE DATE: April 14, 2008	REPLACES:
APPROVED BY: Board of Directors	
APPROVAL DATE: April 14, 2008	

DIRECTIVE:

To ensure all transit services be provided in a way that does not discriminate against persons with disabilities and to full comply with the intent of the Americans with Disabilities Act of 1990.

DEFINITIONS:

Americans with Disabilities (ADA)-Passed by Congress in 1990, this act mandates equal opportunities for persons with disabilities in the areas of employment, transportation, communications and public accommodations. Under this Act, most transportation providers are obliged to purchase lift-equipped vehicles for their fixed route services and must assure system-wide accessibility of their demand response services to persons with disabilities. Public transit providers also must supplement their fixed route services with complementary paratransit services for those persons unable to use fixed route service because of their disability.

PROCEDURE:

No person shall be denied access to participate in transit service, programs, or activities simply because a person has a disability.

Country Neighbor Program, Inc. will provide programs and services in the most integrated setting possible.

Country Neighbor Program, Inc. will establish eligibility standards or rules that ensure individuals with disabilities and equal opportunity to enjoy their services, programs, or activities.

Country Neighbor Program, Inc. will establish policies, practices, and procedures that ensure equal access to individuals with disabilities.

Country Neighbor Program, Inc. will furnish auxiliary aids and services when necessary to ensure effective communications.

Country Neighbor Program, Inc. may provide special benefits, beyond those required by the regulations, to individuals with disabilities.

Country Neighbor Program, Inc. will not require an individual with a disability to accept a special accommodation or benefit if the individual chooses not to accept it.

Country Neighbor Program, Inc. will not place special charges on individuals with disabilities to cover the costs of measures necessary to ensure nondiscriminatory treatment, such as making modifications required for program accessibility.

Country Neighbor Program, Inc. will operate so that, when viewed in its entirety, the system is accessible to and usable by individuals with disabilities.

RESPONSIBILITIES:

The Transportation Supervisor and the Governing Board shall be as responsible for compliance.

Country Neighbor Program, Inc.
Policy Manual

P.O. Box 212, 39 S. Maple St., Orwell, OH 44076

SUBJECT: JOB DESCRIPTION

SECTION: AGENCY INFORMATION

EFFECTIVE DATE: April 14, 2008

REPLACES:

APPROVED BY: Board of Directors

APPROVAL DATE: April 14, 2008

DIRECTIVE:

To provide current information on all positions offered by Country Neighbor Program.

DEFINITIONS:

The following is a list of commonly used job analysis terms:

- Job duty - a single specific task.
- Knowledge - a body of information applied directly to the performance of a duty.
- Skill - a present, observable competence to perform a learned activity.
- Ability - a present competence to perform an observable behavior or a behavior that results in an observable product.
- Physical characteristic - the physical attributes employees must have in order to perform job duties; unaided or with the assistance of a reasonable accommodation.
- Credentials and Experience - the minimal acceptable level of education, experience, and certifications necessary for employment.
- Other Characteristics - duties, knowledge, skills, and abilities that do not have a logical place in the job description.

PROCEDURE:

All employees will be provided a copy of their job description.

Each employee will be required to review the job description and sign and date the file copy.

A signed copy of the job description will be kept in the employee's personnel file.

Each job description will include the following:

1. Title of job
2. Responsibilities/Duties
3. To whom the position reports
4. Credentials and Experience
5. Physical characteristics
6. Required skills, knowledge and abilities
7. Human Resources will review and update as necessary.

All job descriptions must be compliant with the Americans with Disabilities Act (ADA)

RESPONSIBILITIES:

Human Resources will ensure that all job descriptions are reviewed and updated on an annual basis.

Country Neighbor Program, Inc.
Policy Manual
P.O. Box 212, 39 S. Maple St., Orwell, OH 44076

SUBJECT: SERVICE AREA

SECTION: Agency Information

EFFECTIVE DATE: April 14, 2008

REPLACES:

APPROVED BY: Board of Directors

APPROVAL DATE: April 14, 2008

DIRECTIVE:

To ensure compliance with the Americans with Disabilities Act (ADA) by providing the same level of service to individuals with disabilities as to other individuals throughout the entire established service area.

DEFINITIONS:

Service area is the geographic area in which Country Neighbor Program, Inc. will provide transportation of passengers.

PROCEDURE:

All passengers, regardless of disability, will have access to the entire established service area.

Contracts for transportation services may stipulate a specific service area but may not exclude any participating client based on disability status.

RESPONSIBILITIES:

The Transportation Supervisor is responsible for compliance.

P.O. Box 212, 39 S. Maple St., Orwell, OH 44076

SECTION: Agency Information

REPLACES:

APPROVAL DATE: April 14, 2008

To establish operational hours for providing public transportation.

PROCEDURE:
Accessible service will be offered during the same days and hours as non-accessible service.

Monday:	3:30 a.m. to 6:00 p.m. or as needed
Tuesday:	3:30 a.m. to 6:00 p.m. or as needed
Wednesday:	3:30 a.m. to 6:00 p.m. or as needed
Thursday:	3:30 a.m. to 6:00 p.m. or as needed
Friday:	3:30 a.m. to 6:00 p.m. or as needed
Saturday:	On an as needed basis, i.e. dialysis
Sunday:	On an as needed basis, i.e. dialysis

Holidays
Country Neighbor Program, Inc. will be closed in observance of the following holidays:

Limited transportation may be provided on holidays, i.e. dialysis.
Please refer to Inclement Weather Policy (See Safety Section, Page 42 of this manual) for other weather-related emergency closings.

RESPONSIBILITIES:
The Transportation Supervisor is responsible for ensuring that transportation services are provided as noted above.

Country Neighbor Program, Inc.
Policy Manual
P.O. Box 212, 39 S. Maple St., Orwell, OH 44076

SUBJECT: ACCESS TO INFORMATION SECTION: Agency Information

EFFECTIVE DATE: April 14, 2008 REPLACES:
APPROVED BY: Board of Directors
APPROVAL DATE: April 14, 2008

DIRECTIVE:

To meet the intent of the Americans with Disabilities Act (ADA) by ensuring that all persons have appropriate access to brochures and Riders Guides.

PROCEDURE:

Brochures and other printed materials are available in alternative formats upon request.

A statement that the information is available in alternative format will be included on all brochures and printed materials.

A TTY/TDD or the Ohio Relay number (1-800-750-0750) will be included in all printed or internet materials with phone numbers listed. TTY/TDD or the Ohio Relay number will be included in all radio and TV commercials (public service announcements).

RESPONSIBILITIES:

The Transportation Supervisor is responsible for assuring that transportation services are provided as noted above.

Exhibit II

(Fee Schedule/Budget)

Country Neighbor Program

Rate / Fee Schedule and Definitions:

Rate Type:	Rate Amount:	Definition Specifications:
Unit Cost Per Mile:	\$ 2.09	Country Neighbor charges a flat, per mile fee of \$2.09. There are no additional fees for "wait time" or "lift drops". Mileage begins from our Home Vehicle Lot at: 2693 State Route 322, Orwell, Ohio and back unless the vehicle is already out in service. If the vehicle is in service, mileage begins from the drop off point of the previous passenger to the new passenger's pick-up address, then to their destination and back home. Or, back to the Home Vehicle Lot if there are no further trips scheduled for the given driver.
Round Trip - Flat Rate per mile	\$ 2.09	A "round trip" starts when leaving a specified location (Home Lot or the last drop off destination of previous customer), pick up the customer, take them to their destination, and return them to their home. If the driver has no other runs scheduled, then the trip ends at the Country Neighbor Home Vehicle Lot. If the driver has another run, then the trip ends at the customer's return home.
Shared Rides:	NA	If all riders utilize the same funding source, the total trip miles are divided by the number of individuals sharing that trip and each individual is billed their share. If different funding sources, all going to the same destination area, the total trip miles are divided equally by the number of individuals and billed as such to each funding source.

ACJFS #4-22

**Country Neighbor Program, Inc.
Employment Related Transportation Budget
October 1, 2022 through September 30, 2023**

**Applicant Budget
Summary**

Applicant: Country Neighbor Program, Inc.	
Date From: October 1, 2022	To: September 30, 2023

	Amount
I. Staff	
A. Salaries	\$ 1,375.00
B. Payroll-Related Expenses	\$ 154.00
Total Staff Costs	\$ 1,529.00
II. Operations	
A. Travel and Short-Term Training	\$ 50.00
B. Consumable Supplies	\$ 565.00
C. Occupancy Costs	\$ 944.00
D. Contract and Professional Services	\$ 820.00
E. Other - Miscellaneous	\$ 1,317.00
Total Operational Costs	\$ 3,696.00
III. Equipment	
A. Equipment Depreciation	\$ -
B. Small Equipment Purchases	\$ -
C. Leased and Rented Equipment	\$ -
Total Equipment Costs	\$ -
Sub- Total of All Costs	\$ 5,225.00
IV. Minus Other Program Resources	\$ -
Total Program Costs	\$ 5,225.00

Budget Computation

Total Operating Expenses	\$ 5,225.00
Divided by Total Operating Units	2,500.00
= Unit Rate	\$ 2.09

Unit Rate	\$ 2.09
X number of units purchased	2,500.00
= Total Contract Amount	\$ 5,225.00

Unit = Example: 1 meal, 1 hour

I. A. Salaries

Position Title	Salary	Frequency i.e. hour, week, month, year	% of Time to Program	Program Salary
Administrative Assistant/Bkbp	\$ 32,000.00	Annual		\$ 160.00
Receptionist	\$ 24,280.00	Annual		\$ 120.00
Transportation Supervisor	\$ 30,160.00	Annual		\$ 100.00
Transportation Assistants	\$ 53,560.00	Annual		\$ 150.00
Drivers	\$ 274,376.00	Annual		\$ 830.00
Facility Maintenance	\$ 10,270.00	Annual		\$ 15.00
Total Salaries				\$ 1,375.00

I. B. Payroll-Related Expenses

	Amount
PERS or Social Security	\$ 105.00
Worker's Compensation	\$ 24.00
Unemployment Insurance	\$ 10.00
Retirement Expenses	\$ 5.00
Hospitalization	\$ -
Other (<i>identify</i>) Life Insurance	\$ 10.00
Other (<i>identify</i>)	
Other (<i>identify</i>)	
Total Payroll-Related Expenses	\$ 154.00

II. A. Travel and Short-Term Training

	Amount
Mileage Reimbursement rate per mile: \$ -	\$ -
Short-Term, Training	\$ 50.00
Total Travel and Short-Term Training	\$ 50.00

II. B. Consumable Supplies

Type	Amount
Office Supplies	\$ 30.00
Cleaning Supplies	\$ 10.00
Other (identify) Fuel	\$ 525.00
Other (identify)	
Total Consumable Supplies	\$ 565.00

II. C. Occupancy Costs

	Amount
Rent	\$ 300.00
Usage allowance/depreciation @ rate of original acquisition cost of Program Square Footage divided by Provider Square Footage	
Maintenance and Repairs	
Utilities (if not included in rent) must be itemized	
Heat	\$ 60.00
Electric	\$ 120.00
Water	\$ 20.00
Telephone	\$ 432.00
Sewer	\$ -
Other (identify) Garbage	\$ 12.00
Other (identify)	
Total Occupancy Costs	\$ 944.00

II. D. Contract & Professional Services - Consulting, System Support, etc.

Identify Each Contract of Service	Amount
Audit	\$ 50.00
Technology & Software	\$ 120.00
D&O Insurance	\$ 50.00
Employee Testing	\$ 50.00
Liability Insurance	\$ 50.00
Vehicle Insurance	\$ 500.00
Total Contract & Services Costs	\$ 820.00

II. E. Other-Miscellaneous

Identify Miscellaneous Expenses	Amount
Licensure	\$ 50.00
Advertising	\$ 30.00
Vehicle Repair & Maintenance	\$ 1,200.00
Miscellaneous Expense	\$ 37.00
Total Miscellaneous Costs	\$ 1,317.00

Total Equipment Depreciation			\$	-	\$	-	\$	-	\$

III. B. Small Equipment Purchases (Equipment costing under \$25,000)

Item	Quantity	Amount
Total Small Equipment Purchases		\$ -

III. C. Leased and Rented Equipment

Item	Quantity	Amount
Total Leased and Rented Equipment		\$ -

IV. Other Program Resources

Source	Amount
Total Other Resources	\$ -



Office of Auditor of State
88 East Broad Street
Post Office Box 1140
Columbus, OH 43216-1140

Auditor of State - Unresolved Findings for Recovery Certified Search

(614) 466-4514
(800) 282-0370

I have searched The Auditor of State's unresolved findings for recovery database using the following criteria:

Contractor's Information:

Name: ,
Organization: **Country Neighbor Program Inc.**
Date: **9/1/2022 9:47:27 AM**

This search produced the following list of **7** possible matches:

Name/Organization	Address
Harrison County Democratic Executive Committee	80900 Slab Camp Road
Lawrence County Educational Service Center	304 N. 2nd Street
Lawrence County Schools Council of Governments	304 N. 2nd Street
Lucas County Republican Party	10 S. Superior St.
Lucas County Republican Party	10 S. Superior Street
Noble County Law Library Association	300 County Court House
Village of Bethel Mayor's Court	

The above list represents possible matches for the search criteria you entered. Please note that pursuant to ORC 9.24, only the person (which includes an organization) actually named in the finding for recovery is prohibited from being awarded a contract.

If the person you are searching for appears on this list, it means that the person has one or more findings for recovery and is prohibited from being awarded a contract described in ORC 9.24, unless one of the exceptions in that section apply.

If the person you are searching for does not appear on this list, an initialed copy of this page can serve as documentation of your compliance with ORC 9.24(E).

Please note that pursuant to ORC 9.24, it is the responsibility of the public office to verify that a person to whom it plans to award a contract does not appear in the Auditor of State's database. The Auditor of State's office is not responsible for inaccurate search results caused by user error or other circumstances beyond the Auditor of State's control.

Signature Page

Re: An agreement between Ashtabula County Job & Family Services and **Country Neighbor Program, Inc.** for an **Employment Related Transportation Contract for FY 2023.**

Approved as to Legal Form Only:

By: 
Colleen M. O'Toole
Ashtabula County Prosecutor

Date: 
MJH 9.1.22

FISCAL OFFICER'S CERTIFICATE

5705.41 O.R.C.

The undersigned, County Auditor of Ashtabula County, hereby certifies that the amount required to meet the obligations of the County during the year 2022 under the Agreement has been lawfully appropriated for that purpose and is in the Treasury of the County or in the process of collection to the credit of: **2006.030.100-601 Contract Services**; not to exceed **\$1,306.25**, and free from any previous encumbrances.

Agreement Title: An **Employment Related Transportation Contract** between **Ashtabula County of Job & Family Services** and **Country Neighbor Program, Inc.**



David Thomas
Ashtabula County Auditor

Date: _____



PURCHASE OF TRANSPORTATION SERVICE CONTRACT FOR HUMAN SERVICE PROGRAMS

Contract # 23-3006-HRT

This contract made and entered into on the 1st day of October 2022 by and between the Ashtabula County Job & Family Services and the Ashtabula County Board of County Commissioners or its governing body (hereinafter referred to as ACJFS), and Country Neighbor Program, Inc. located at: P.O. Box 212, 39 South Maple Street, Orwell, Ohio 44076, and whose phone number is: 440-437-6311, (hereinafter referred to as Provider) to provide transportation services for a variety of programs to ACJFS.

Pursuant to Title XIX of the Social Security Act, Chapter 5101 of the Ohio Revised Code, and rules promulgated by the Ohio Department of Job & Family Services, the ACJFS is authorized to contract with public or private agencies for the purchase of services. The following are the terms of the contract.

1. **Purchase of Service:** Subject to terms and conditions set forth in this contract and the attached Exhibits (such exhibits are deemed to be a part of this contract as fully as if set forth herein), ACJFS agrees to purchase for, and Provider agrees to furnish to, eligible individuals those specific services as detailed in Exhibit I, (the Request for Proposal and the Provider's Proposal).
2. **Purpose:** ACJFS and Provider agree to coordinate services detailed in Exhibit I, and to make all reasonable efforts to coordinate with other service providers, to establish a cooperative, comprehensive county plan for an effective ACJFS transportation program. Provider agrees to ensure that the funds included in this Agreement are used, and the family services duties for which the grants are awarded are performed, in accordance with conditions, requirements and restrictions applicable to the duties established by the Departments and state and federal and local laws, as well as the federal terms and conditions of the grant award.
3. **Contract Period:** This contract will be effective from October 1, 2022 through September 30, 2023 inclusive, and thereafter subject to renewal, at ACJFS' option, for up to two (2) additional time periods unless otherwise terminated.
4. **Availability of Funds:** Payment for all services provided in accordance with provisions of this contract are contingent upon availability of (and will not exceed the total of) local, state and federal matching funds. The total amount of reimbursement available under this contract will not exceed:
\$ 353,941.50
5. **Cost and Delivery of Purchased Services:** Subject to the limitations specified in Article 4 hereof and as detailed in Exhibit II showing individual rates.
6. **Eligibility of Services:** Eligibility shall be considered when ACJFS determines the participant to be eligible for one or more of the following programs: **Title XX transportation, Non-emergency Transportation (NET), Pregnancy Related Services Transportation (PRS)**. Employees of the Provider cannot transport their own family or themselves to appointments that are paid for by ACJFS. Exceptions to this policy will be reviewed and approved or denied on a case-by-case basis by ACJFS.
7. **Non-Eligible Service:** Individuals who are not eligible for the Human Services programs may use transportation as space permits, with the cost of service being recovered as outlined in a separate agreement by Provider and the referral agency. Individuals eligible for ACJFS Programs shall have priority over all others when ACJFS has authorized the purchase of service.

8. **Fees:** No additional fees will be charged by the service provider to ACJFS eligible individuals for authorized service. Non ACJFS clients who may ride with that individual will be charged the normal and customary fare.
9. **No Show Fees:** A Provider cannot charge “no show” fees due to state Medicaid payment rules that do not allow billing for services not rendered.
10. **Payment for Purchased Service:** Monthly invoices are due to ACJFS by the 15th of the month following the month of service. Repeated untimely and/or incorrect invoices will be grounds for termination pursuant to Contract Section 14, Termination. ACJFS is not responsible for delayed payments due to late, incorrect or incomplete invoices. All invoices submitted will be subject to audit and adjustments by ACJFS and the Ohio Department of Job and Family Services (ODJFS) after payment is made. Attention is directed to Contract Section 25, Responsibility for Audit Exceptions.
11. **Invoice Format:** Provider’s invoice will consist of:
 - (1) A one-page summary invoice signed by an authorized representative and will include:
 - Contract number
 - Service month and year
 - Provider’s name, address, telephone number and billing contact person’s name
 - Total amount invoiced for the month
 - (2) An electronic spreadsheet (provided by ACJFS or another approved format agreed to by both ACJFS and Provider). Provider will include all service provided during the service month on the spreadsheet and the following information for each trip:
 - ACJFS program to be charged
 - Date of trip
 - Client last name
 - Client first name
 - Client pickup address
 - Client destination address
 - Stop(s) address(es)
 - PCA (personal care assistant) name(s) or indication if person is a PCA
 - Total trip mileage
 - Mileage rate
 - Number of one-way trips per passenger
 - Wait start & stop times
 - Total wait minutes being charged
 - Wait time rate
 - Indication if trip is a lift
 - Total trip charge
 - Indication of whether trip was shared with other ACJFS client (to split cost of trip)
 - Driver’s name
 - Report no-shows and cancellations as that could affect the eligibility of the client.
12. **Splitting the Cost of Trips:** Provider is required to split the charge among all ACJFS client passengers for multiple passenger trips.
13. **Duplicate Billing:** Provider warrants that claims made to ACJFS for payment for purchased services

shall be for actual services rendered to eligible individuals and do not duplicate claims made by Provider to other sources of public funds for the same service.

14. **Amendment of Contract:** This contract may be amended at any time by a written amendment signed by both parties.
15. **Termination:**
 - a. In the event that Provider does not faithfully and promptly perform its responsibilities and obligations under this contract as determined by ACJFS, ACJFS may terminate the contract by providing Provider with written notice thirty days in advance of the termination date.
 - b. In the event that ACJFS does not faithfully and promptly perform its responsibilities and obligations under this contract, Provider may terminate the contract by providing ACJFS with written notice thirty days in advance of the termination date.
 - c. This contract may be terminated by mutual agreement of the parties. If terminated under this provision, the effective date of termination will be thirty days after the date on which the two parties reach their decision.
 - d. Notwithstanding Sections (a), (b), and (c) of this Article, if the federal and/or other funds designated for the individual program are not available or substantially reduced to ACJFS in an amount adequate to support the activities under this contract as determined by ACJFS, ACJFS may terminate this contract. Such termination is not subject to advanced written notice but will be effective on the date federal and /or other funds are no longer available, or later as stipulated by ACJFS and all reimbursement to Provider will cease as of that date.
16. **Subcontracting:** When deemed necessary to deliver services of the quantity and quality specified in Exhibit I, Provider may subcontract. All such subcontracts will be in the same form as this contract and subject to the same terms, conditions, and covenants contained herein. No such subcontracts shall in any case release Provider of its liability under this contract. Provider is responsible for making direct payment for such services.
17. **Independent Contractors:** Providers, agents, and employees of Provider or the subcontractors will act in performance of this contract in an independent capacity and not as officers or employees or agents of the State of Ohio or ACJFS.
18. **Vehicle Maintenance and Inspection:** The Provider agrees to provide documentation upon request that an annual vehicle inspection for each vehicle has been conducted by the Ohio State Highway Patrol safety inspection unit, or a certified mechanic as outlined in Exhibit I (Request for Proposal) Appendix I-A. The failure to provide documentation may result in suspension of the contract and/or contract termination.
19. **Background Checks:** The Provider agrees to provide copies of background checks, driver's license, and a certified driving history from the Bureau of Motor Vehicles of the Ohio Dept. of Public Safety, for all employees that provide direct services to transportation participants, to ACJFS within 30 calendar days of entering into an agreement and within 30 days of new hire.
20. **Incident and Accident Reports:** Provider will provide ACJFS with a written report of all incidents or accidents within 48 hours of the occurrence. Reports will be provided immediately or as soon as reasonably possible in cases of ACJFS passenger injury or death.

21. **On Time Performance:** The Provider agrees to arrive within the range time. Range time is defined as 15 minutes either side of the scheduled time. Provider agrees to ensure at least a 95% on time performance rate. Any questions regarding a pickup must be verified with Provider's base while the driver is at the pick-up site. If the late pick up is a result of Provider's inability to locate the pick-up site, ACJFS will not pay for additional mileage incurred while attempting to locate the pick-up site.
22. **Complaint Procedure:** Provider and ACJFS will implement a written complaint procedure to report and resolve any passenger complaints.
23. **Communication:** Provider vehicles and/or drivers will be equipped with some form of two-way communication at all times, i.e., two-way radio, cellular phone.
24. **Financial Records:** The Provider shall maintain independent books, records, payroll, documents, accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract. Such records shall be subject at all reasonable times for inspection, review, or audit by duly authorized federal, state, and ACJFS personnel. Such records shall also be subject to inspection by the individual or entity selected for the audit required by Article 25 of this contract.
25. **Responsibility for Audit Exceptions:** Provider agrees to accept responsibility for receiving, replying to, and/or complying with any audit exception by appropriate state or federal audit directly related to the provisions of this contract.
26. **Availability and Retention of Records:** All records relating to costs, work performed and supporting documentation for invoices submitted to ACJFS by the provider along with copies of all deliveries submitted to ACJFS pursuant to this contract shall be retained and made available by the provider for audit by the State of Ohio (including but not limited to ODJFS, the Auditor of the State of Ohio, Inspector General or duly appointed law enforcement officials) and agencies of the United States government for a minimum of three years after payment under this contract. If an audit is initiated during this time period, the provider shall retain such records until the audit is concluded and all issues resolved.
27. **Confidentiality:** Provider agrees that information concerning eligible individuals shall only be used in support of the ACJFS programs. Disclosure of information by Provider, Provider's employee's, Provider's Sub or Independent contractor for any other purpose is prohibited except upon the written consent of the eligible individual. Both Provider and ACJFS will complete the necessary consent forms with participants so that information can be exchanged as needed.
28. **Civil Rights:** ACJFS and the Provider agree that as a condition of this contract, there shall be no discrimination against any client or any employee because of race, color, sex, religion, national origin, or any other factor as specified in Title VI of the Civil Rights Act of 1964 and subsequent amendments. The Provider hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.); Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794); the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.); all provisions required by the implementing regulations of the Department of Agriculture and Department of Health and Human Services; Department of Justice Enforcement Guidelines (28 CFR Part 50.3 and Part 42) and Department of Agriculture, Food and Nutrition Services (FNS) directives and guidelines, to the effect that, no person shall on the grounds of race, color, national origin, sex, religious creed, age, political beliefs, disability, or reprisal or retaliation for prior civil rights activity, be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under

any program or activity for which sub-grantee receives Federal financial assistance from FNS. In addition, the Provider agrees to provide assistance to persons with Limited English Proficiency (LEP) in their programs and activities as further outlined in Executive Order 13166, reprinted at 65 FR of the Title VI Civil Rights Act. It is further agreed that the Provider will comply with all appropriate federal and state laws regarding such discrimination and the right to any method of appeal will be made available to all persons served under this contract. Any non-compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this contract.

29. Indemnity and Insurance:

a. **Indemnity:** Provider agrees that it will, at all times during the existence of this contract, indemnify and save harmless the ACJFS and the Ohio Department of Job & Family Services and their employees, and the Ashtabula County Commissioners, against any and all liability, loss, damage, and/or related expenses incurred through the provision of services under this contract.

b. **Insurance:** Provider will maintain insurance coverage in an amount reasonably necessary to adequately secure the persons and estates of eligible individuals against reasonable foreseeable torts which could cause injury or death resulting from the lawful performance of this Contract.

Minimum coverage for General Liability in the amount of \$1,000,000.00 each occurrence and Automobile Liability \$1,000,000.00 each occurrence. Any lapse in coverage may result in suspension of the contract and/or contract termination.

30. **Monitoring and Evaluation:** ACJFS and the Provider will monitor the manner in which the terms of the contract are being carried out. ACJFS reserves the right to schedule monitoring visits at regular intervals or may request detailed reports from the Provider. The Provider agrees to provide ACJFS reports relative to the effective operation of the program as specified in Exhibit I. ACJFS may perform at least one on-site monitoring visit during the contract period. Provider and ACJFS may meet at mutually agreed upon times for the purpose of reviewing service data and contract issues.

31. **Accessibility of Program to the Public:** ACJFS and Provider agree to make all reasonable efforts to allow public access to the program by providing convenient hours for public contact, and adequate availability of staff for public inquiries.

32. **Accessibility to the Handicapped:** Provider agrees as a condition of the contract to comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), all requirements imposed by the applicable HHS regulations (45CFR, Part 84) and all guidelines and interpretations issued pursuant thereto. Any agency found to be out of compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this contract.

33. **Maintenance of Service:** The Provider certifies that the services being reimbursed are not available from the provider on a non-reimbursable basis or for less than the unit cost. The provider certifies that they will not use the federal funds to supplant non-federal funds for services.

34. **Referral:** ACJFS and Provider agree that the responsibility and control of the referral process remains with ACJFS. Provider will not exclude or reject a referral without the consent of ACJFS.

35. **Equal Employment Opportunity:** The Provider will comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented in

Department of Labor regulations 41 CFR Part 60.

36. **Patent Rights, Copyrights and Rights in Data:** All contracts are subject to the provision and conditions of Patent Rights and Copyrights and Rights in Data.
37. **Clean Air:** For contracts exceeding \$100,000.00, the Provider agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 USC §§ AA 7401 et seq.
38. **Debarment:** The Provider certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. For contract exceeding \$100,000.00, the provider shall submit an "Integrity Certification" regarding debarment, suspension, and other responsible matters.
39. **Lobbying:** The Provider certifies that no funds appropriated by this contract will be used for lobbying as described in 31 USC 1352. For contracts exceeding \$100,000.00, the selected provider shall submit a "Certification Regarding Lobbying" as required by 49 CFR part 20.
40. **Licensing:** The Provider agrees to possess and maintain current all applicable business permits and licenses including those relevant to the operation of a taxicab and or transportation service. Any lapse in permits, licenses or certifications will result in contract suspension, pending termination. Provider agrees to provide copies of same to ACJFS upon request.
41. **Americans with Disabilities Act:** The Provider agrees to comply with the Americans with Disabilities Act of 1990.
42. **Child Support Enforcement:** Provider agrees to cooperate with ACJFS and any Ohio Child Support Enforcement Agency (CSEA) in ensuring employees of the provider meet child support obligations established under state law. Further, by executing this contract, the provider certifies present and future compliance with any court order for withholding of support which is issued pursuant to sections 3113.21 and 3113.214 of the Ohio Revised Code.
43. **Partial Invalidity:** A judicial or administrative finding or decision that any part of this contract is illegal or invalid shall not invalidate the remainder of the contract.
44. **Prohibition of Assignment of Claims:** The assignment of claims under the Assignment of Claims Act of 1940, as amended, 31 U.S.C. 3727, 41 U.S.C. 15 is prohibited.
45. **Conflict of Interest:** Provider shall not engage in any conflict of interest actual or apparent, or attempt to influence the selection, award, or administration of a contract under ACJFS.
46. **Accreditation and Compliance with Tax, License and Insurance Requirements:** The Provider shall comply with all federal, state and local laws and accreditation and compliance with tax, license and insurance requirements. All required insurance shall be kept current throughout the term of the contract.
47. **Drug Free Workplace:** The Provider agrees to comply with all federal, state, and local laws relating to the Drug Free Workplace Act.

Therefore, the below listed parties enter into this contract as stated in Sections 1 through 47 inclusive.

SIGNATURES:



Patrick J. Arcaro, Executive Director
Ashtabula County Job & Family Services

09/01/22

Date



Country Neighbor Program, Inc.

9-7-22

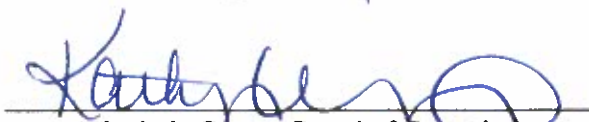
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9-20-22

Date



Ashtabula County Board of Commissioners

Exhibit I

(Program Description)

**Request for Proposals
For
Transportation Services**

**Health Related Transportation
Employment Related Transportation**

Issued by:

**The Ashtabula County Job & Family Services
(ACJFS)
2924 Donahoe Drive
Ashtabula, Ohio 44004**

Issue Date:

June 15, 2022

RFP Number:

ACJFS RFP #4-22

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Health Related & Employment Related Transportation Services

I. Introduction

The Ashtabula County Job & Family Services (ACJFS) and the Ashtabula County Board of County Commissioners, or its governing body, is accepting proposals for Transportation Services for within and outside of Ashtabula County serving Ashtabula County residents determined eligible for Prevention, Retention and Contingency (PRC), Ohio Works First (OWF), Food Assistance Employment and Training (FAET), Title XX Social Services Block Grant (Title XX), Non-Emergency Transportation (NET) and/or Pregnancy Related Services (PRS). Transportation options are needed for transport to health care appointments, employment, school, daycare facilities, or other locations deemed necessary under supportive services for FAET.

It is the responsibility of the Applicant to be aware of and maintain all required licenses and certifications necessary to provide the proposed service. Applicant proposals must demonstrate ability and experience in providing the service.

Ride Data

For the period of 10-1-20 to 9-30-21, 27,299 rides were provided to participants of the program/eligibility categories referenced. A ride equals 1 passenger transported 1 way.

The term "Applicant" as used in this RFP refers to the individual or entity submitting a proposal.

The term "Provider" as used in this RFP refers to an "Applicant" who is selected to receive a contract or sub-grant agreement as a result of this RFP process.

The term "Agreement" as used in this RFP refers to either a contract or sub-grant agreement award.

As a result of this RFP process and based on the quality of proposals received, ACJFS may proceed in any of the following manners including but not limited to:

1. Award an agreement to one or more applicants for the provision of transportation services. Agreements are awarded based on available funding per program/eligibility category (PRC, OWF, FAET, Title XX, NET & PRS) and ACJFS' determination of need for each program. ACJFS may award an agreement to an applicant for one or more of the program/eligibility categories.
2. Reject any or all proposals, or any part thereof without cause.
3. Not award an agreement through this RFP process, based on the quality of the proposals submitted.
4. Not select any applicant should ACJFS decide not to proceed.
5. Waive any informality in the proposals.

ACJFS reserves the right, if necessary, to contract with multiple applicants to develop a comprehensive transportation coordination, scheduling, and service delivery plan to best meet the needs of those determined eligible for program/eligibility categories.

II. RFP Schedule and Submission Information:

RFP Schedule of Important Dates:

RFP Release	Date: 6-15-22
Question Period Begins	Date: 6-15-22
Pre-Proposal Conference	Date: 7-6-22 @ 10:00 a.m.
Question Period Ends	Date: 7-6-22 @ 4:00 p.m.
Proposals Due to Ashtabula County Board of Commissioners	Date: 7-14-22 @ 2:30 p.m.
Agreement Effective Date	Date: 10-1-22

Pre-Proposal Conference:

A pre-proposal conference will be held on **Wednesday, July 6, 2022, at 10:00 a.m.** at
ACJFS: 2247 Lake Avenue – OhioMeansJobs office, Ashtabula, Ohio 44004.

Contact Person:

All proposal process questions must be in writing and sent via email or fax prior to **4:00p.m. on 7-6-22** to:

ATTN: Renee Dragon, Program Evaluator
Email: RENEE.DRAGON@jfs.ohio.gov
Fax: 440-998-4253

Proposal Delivery:

Mail or deliver one (1) master copy and three (3) duplicates (total of 4) of the entire written proposal in a sealed envelope or package in the required format to:

The Ashtabula County Board of Commissioners
Attention Lisa Hawkins
25 West Jefferson Street
Jefferson, Ohio 44047-1092

The sealed envelope containing the proposal must be received no later than 2:30 p.m. on 7-14-22
and clearly marked with the applicant's name, address and RFP number:

ACJFS RFP #4-22

III. Applicant Requirements, Inspections and Compliances:

Applicants shall understand, agree, and comply with the following sections:

Requirements:

1. Be a formally organized business or service agency providing the services proposed.
2. Operate the business in compliance with all applicable federal, state, and local laws, and shall comply with:
 - a. non-discrimination laws, federal wage and hour laws, and workers' compensation laws in the recruitment and employment of individuals.
 - b. non-discrimination laws in the provision of services.
 - c. federal rules and statutes take precedence over these conditions in cases where discrepancies between these exist.
 - d. all Federal, State of Ohio, and local laws, rules, executive orders and other legal requirements as they apply to public transportation including drug abuse and alcohol misuse requirements as appropriate.
3. Provide evidence supporting financial responsibility in the coverage of participant loss due to theft, property damage, or personal injury, and have a written procedure which identifies the steps a participant must take to file a liability claim.
4. Have a written procedure for reporting, documenting, investigation and follow-up of all participant incidents and complaints.
5. A provision of any Agreement entered into with ACJFS requires that Applicants must perform background checks of all employees that provide direct services to transportation participants. A criminal background check must be performed in accordance with section 109.572 of the Revised Code for each direct service employee and applicant. The result of the criminal background check must substantiate that no direct service employee or applicant on whom the criminal background check was performed has ever been convicted of or pleaded guilty to any offence listed in divisions (A)(3)(a) to (A)(3)(e) of section 109.572 of the Revised Code.
6. Applicants must comply with the Drug Free Workplace Act.
7. It is the responsibility of the Applicant to be aware of and maintain all required licenses and certifications necessary to provide the proposed service.
8. The Applicant shall document that all utilized vehicles have insurance in compliance with Ohio's financial liability law requirements. A copy of the certificate of insurance and vehicle registration shall be maintained in each vehicle.
9. The Applicant shall document that all vehicle operators and owners maintain proof of financial responsibility as required in section 4509.101 of the ORC for motor vehicles.
10. The Applicant shall document that each vehicle operator has current/valid Ohio motor vehicle operator's license or a license appropriate to the vehicle (i.e., commercial driver's license) and have at least two years of licensed driving experience.
11. The Applicant shall document that an annual OBMV check on vehicle operators has been successfully completed. ACJFS reserves the right to request verification of a current driving record for any direct service worker.
12. The Applicant shall ensure that drivers are trained and knowledgeable in hands-on transfer techniques prior to transporting participants which will include but not be limited to: observation for signs of difficulty, proper way to offer to assist participant, proper assistance techniques and that each operator has been trained and skill-tested in the proper use of the wheelchair lift and securing mechanisms prior to transporting any wheelchair-bound participant.

Inspections and Compliances:

The Applicant is responsible for assuring the safety of each vehicle used to transport participants according to these standards:

1. The Applicant shall have a written plan for regularly scheduled maintenance and safety inspection of vehicles used and must document compliance with the plan.
2. Per O.R.C. 4766.04(A) any person who furnishes, operates, conducts, maintains, advertises, engages in, or proposes or professes to engage in the business or service of transporting people who are seriously ill, injured, or otherwise incapacitated or who require the use of a wheelchair or are confined to a wheelchair are required to be licensed by the Ohio Division of Emergency Medical Service.

3. All vehicles shall:
 - a. Be equipped with seat belts for each individual transported, unless the vehicle is exempted by state law.
 - b. Have documentation that an annual safety inspection has been conducted through either the Ohio State Highway Patrol safety inspection unit, or a certified mechanic as outlined in Appendix I-A.
 - c. Vehicles designed for transporting five or more individuals shall be equipped with emergency equipment specified in Appendix I-A.
4. Vehicles equipped for transporting participants remaining in wheelchairs shall:
 - a. Be equipped with permanently installed floor wheelchair restraints for each wheelchair position used
 - b. Have documentation of daily inspection and testing of the wheelchair lift prior to transporting any participant that day as outlined in Appendix I-B.

IV. Proposal Specifications & Format:

Proposal Information:

All proposals submitted in response to the RFP will become the property of ACJFS and may be returned only at ACJFS' option and at the applicant's expense. In order to ensure fair and impartial evaluations, Proposals and any documents or other records related to a subsequent negotiation for a final agreement that would otherwise be available for public inspection and copying under section 149.43 of the Ohio Revised Code shall not be available until after the award of the agreement.

Proposal Cost:

The costs of developing proposals are entirely the responsibility of the applicant and shall not be chargeable to ACJFS under any circumstances. ACJFS is under no obligation to compensate the applicant for any expenses incurred as a result of the RFP process.

Proposal Communication:

From the issuance date of this RFP, until the evaluation of proposals has concluded, there may be no communications concerning this RFP between any applicant or possible applicant and any employee of ACJFS, or any other individual who in any way is involved in development or selection process of this RFP or the submitted proposals. All verbal communication must be restricted to the pre-proposal conference. Questions must be submitted in writing. Any verbal questions will not be answered except at the pre-proposal conference. Attempts to make prohibited communications by potential applicants may result in the disqualification of those applicants' proposals.

Proposal Format:

To assure each proposal receives the same orderly review, it is required that all proposals be submitted in the format as described in this section. Proposals must be easily reproduced, on quality paper, single spaced, clearly formatted to Times New Roman (or similar) 12-point font, and not stapled (please use binder clips or paper clips, if possible.) The proposal, including one (1) master, and three (3) copies, must be in a sealed envelope. Each section 1 - 4 will be clearly identified with cover pages provided, and if possible, identification on each page explaining to which section it belongs.

The proposal must be organized in the following format:

Cover Page (not provided) - A proposal cover page is required, including the applicant's name, the RFP title & RFP number. The cover page must clearly identify the proposal as a "master" or "copy".

Proposal Checklist - (Attachment E) must be submitted with "Master" copy only. If an Applicant feels that any of the required documents is not applicable to their organization, a narrative is required and must be submitted with the appropriate cover page.

Section 1 - Application Information (Attachment A):

Applicants will complete this section, identifying organization name, address, and other background information. The master copy of each proposal must have an original applicant information page with an original signature in blue ink. The proposal must be signed by an individual who is authorized to bind the applicant contractually. The signature must indicate the title or position the individual holds in the applicant's organization. Unsigned proposals will be rejected.

Section 2 - Required Documents:

Applicants shall submit the following with their proposal: (Cover pages are provided in Attachment C for each item and must be included with the proposal, preceding and identifying each required document).

- A. Financial Statement Requirement: (with master copy only)
 - 1. Most recent Financial Audit (prepared in accordance with Auditing Standards Generally Accepted in the United States of America). The audit report must cover a twelve-month period and be within the applicant's most recent two fiscal years.
 - or-
 - 2. If the applicant does not normally have an independent audit, ACJFS will accept a Compilation or Review Report prepared by an independent accountant for the applicant's most recent fiscal year end. The statement must be prepared in accordance with Statements on Standards for Accounting and Review Services Issued by the American Institute of Certified Public Accountants. These statements are prepared in accordance with Generally Accepted Accounting Principles (GAAP).

In lieu of financial statements prepared on the accrual basis (GAAP), ACJFS will accept financial statements prepared on the cash or income tax basis of accounting with full disclosure.

- B. Articles of Incorporation
- C. Proof of Liability Insurance/Other Required Insurance
- D. Equal Employment Opportunity - Affirmative Action Plan
- E. Professional or Operating licenses
- F. Documents used for Monitoring
- G. Employee Training Program description
- H. If applicable: a copy of the license(s) to operate the taxicab company in each area of service
- I. Documentation of licensure and certification by the Ohio Division of Emergency Medical Service, if applicable
- J. Affidavit of Delinquent Personal Property Tax ORC 5719.042
- K. Affidavit of Non-Collusion
- L. Non-Discrimination Agreement O.R.C. 153.59
- M. Representations, Assurances, and Certifications document
- N. Certification Regarding Lobbying
- O. OMB Circular 2 CFR 200 Audit Certification Form
- P. Background checks of all employees that provide direct services to transportation participants.

Section 3 - Program Planning and Development:

The Program Planning and Development section must include the following information:

- A. Program description: Provide a description of how the program service specifications will be fulfilled. The description should demonstrate the applicant's understanding of the program as described in the RFP.
- B. Provide a summary of service and description for each of these areas:
 - 1. Days and hours service is available. ACJFS seeks to provide services 24 hours a day, 7 days per week.
 - 2. The number of years the applicant has been providing service(s) similar to the proposed service(s), resulting in relevant experience.
 - 3. Specifications:
 - (a). A detailed description of the Applicant's method of calculating a trip charge. ACJFS reserves the right to negotiate with individual applicants the method of charging trip mileage.

- (b). Define a round trip ride.
 - (c). Describe the method of charging a "shared" trip.
 - (d). Number of vehicles used to provide service, passenger capacities and number of wheel-chair lift equipped vehicles.
 - (e). Identify procedures to efficiently provide services to multiple passengers while avoiding excessively long trips.
 - (f). Schedule trips to ensure that the average waiting time for pick-up or delivery does not exceed fifteen (15) minutes from the stated pick-up or delivery time.
 - (g). Develop procedures to accommodate last minute requests, scheduling changes, late running vehicles and "no-shows".
 - (h). Assure that ninety percent (90%) of shared-ride trips take no more than 30 minutes more than the time required to accomplish the same trip, at the same time of day, under the same weather and traffic conditions, as on a non-shared basis.
 - (i). Report all incidents, accidents or complaints to ACJFS within 24 hours of the occurrence. Any accident involving passenger injury needs to be reported to ACJFS immediately or if during
- C. Geographic service areas: Applicants shall provide a narrative that addresses how they plan to deliver services both within and outside of Ashtabula County.
 - D. Organizational structure: State the history of the applicant organization. Include date of incorporation, main source of financial support, organizational chart, Board of Trustees and/or Advisory members.
 - E. Applicant/Staff Qualifications: An explanation of qualified staff associated with the proposed service must be provided, as well as job descriptions for all positions addressed in the program description and budget in order to demonstrate an acceptable level of staff experience and capabilities in performance of the proposed service.

When completing sections 2 and 3, if an applicant feels that one or more of the requirements does not apply, a narrative reflecting the reason a requirement does not apply must be included.

Section 4 - Applicant Budget (Attachment B):

An electronic copy of applicant budget is available upon request.

All applicants are required to submit an Applicant Budget (Attachment B) which establishes a unit rate(s) for the proposed service. The unit rate shall include all costs associated with program including administrative, training, and record documentation. All rates included in the proposal are subject to negotiation if an applicant is awarded an agreement.

Unit of Service:

- 1. A unit of service is equal to one mile.
- 2. Proposals must include a standard all-inclusive rate per mile for all forms of transportation, all types of vehicles (standard passenger vehicle, van or mini-van, or wheelchair lift equipped vehicle). The standard rate must cover all trips either within Ashtabula County or Outside of Ashtabula County. The rate shall not include any type of "base" or "surcharge" fee.

Published Public Rates: Proposals must include published public rates if the Provider offers services to the general public.

V. Evaluation and Selection Process:

Proposal Evaluation:

The review process will be conducted in two (2) stages. Stage 1 will consist of a preliminary review to ensure that the proposal adheres to the minimum requirements specified in the RFP. Proposals which adhere to the minimum requirements will be deemed "Qualified". Those which do not, will be deemed "Non-Qualified". Partial submissions or proposals submitted after the designated deadline will be determined to be "Non-Qualified". "Qualified" proposals will then be reviewed in Stage 2, in accordance with the review process.

Stage 1 Review:

“Qualified” proposals in response to the RFP must meet the following requirements:

1. Timely Submission - The proposal is received at the address designated in the RFP and according to instructions. Proposals mailed but not received at the designated location by the specified date will be deemed “Non-Qualified” and will not be considered.
2. Completeness of Submission - proposal submission must include:
 - a. Required number of copies: 1 master and 3 copies (4 total)
 - b. Section 1 Applicant Information Page (Attachment A)
 - c. Section 2 Required Documents A,B,C,D,E,F,G,H,I,J,K,L,M,N,O,P
 - d. Section 3 Program Planning & Development
 - e. Section 4 Applicant Budget, Published Public Rates, Other Negotiated Rates

Proposals which do not meet all of the above stage 1 review requirements will be deemed “Non - Qualified” and will not be reviewed in stage 2.

Stage 2 Review:

All “Qualified” proposals will be reviewed and evaluated. At any time during the review process ACJFS may request additional information from the Applicant. The evaluation will include, but will not be limited to:

- Information obtained from Program Planning and Development (Section 3):
 - A. Applicant’s program description shows understanding of the services requested and provides a detailed description of how the service specifications will be fulfilled.
 - B.1 Ability to adequately service clients according to hours of operation as stated in RFP.
 - B.2 Applicant demonstrates experience with this service or similar service. If experience is not available, applicant shows they qualify to provide the services without prior experience.
 - Applicant has thoroughly defined the method of charging for trips.
 - The Applicant has sufficient vehicle capacity to meet the needs of the program.
 - Applicant demonstrates the ability and experience for scheduling of trips, shared rides, effective utilization of vehicle capacities, problem solve unforeseen changes in trip scenarios.
 - C. Applicant is able to meet the geographical needs of the service area.
 - D. & E. organizational structure, staffing level, qualifications and experience are sufficient to accomplish the requirements of the RFP.
- Cost of proposed service from Applicant Budget (Section 4):
 - The budget effectively defines the unit rate.
 - The budget is inclusive of only necessary costs associated with the program.

Following the Stage 2 Review, one or more Applicants may be invited to ACJFS for oral presentations if ACJFS determines oral presentations to be necessary. Information obtained during the presentation stage will be used in conjunction with Stage 1 and 2 review to complete the evaluation process.

Proposal Selection:

Selection of one or more Applicants based upon the results of the Stage 1 and Stage 2 evaluations may result in the issuance of an agreement. Proposal selection does not guarantee an agreement for services will be awarded. If ACJFS and the Applicant are unable to successfully come to terms regarding the agreement, ACJFS reserves the right to terminate agreement discussions without cause. In this event, ACJFS reserves the right to select another Applicant from the proposal process, cancel the RFP, or reissue the RFP if this is deemed necessary.

Acceptance and Rejection of Proposals:

The decision of the ACJFS and the Board of Ashtabula County Commissioners shall be final. The waiver of an immaterial defect shall in no way modify the RFP documents or excuse the Applicant from full compliance with its specifications if the Applicant is awarded the agreement.

Per O.R.C. 307.862 section B.10:

(a) ACJFS and the Board of Ashtabula County Commissioners reserve the right to reject any proposal in which the applicant takes exception to the terms and conditions of the RFP; fails to meet the terms and conditions of the RFP, including but not limited to, the standards, specifications, and requirements specified in the RFP; or submits prices that ACJFS and the Board of Ashtabula County Commissioners considers to be excessive, compared to existing market conditions, or determines exceed the available funds allocated for this service.

(b) ACJFS and the Board of Ashtabula County Commissioners reserve the right to reject, in whole or in part, any proposal that has been determined, using the factors and criteria ACJFS and the Board of Ashtabula County Commissioners develops, would not be in the best interest of the county.

(c) ACJFS and the Board of Ashtabula County Commissioners may conduct discussions with applicants who submit proposals for the purpose of clarifications or corrections regarding a proposal to ensure full understanding of, and responsiveness to, the requirements specified in the RFP.

Post Selection Meeting:

The post-selection meeting may be utilized only by "Qualified" Applicants passing the first level review, who wish to obtain clarifying information regarding their non-selection. If an Applicant wishes to discuss the selection process, the request for an informal meeting and the explanation for it must be submitted in writing within five days of the receipt of the non-selection notice. The request for a meeting should be sent to Renee Dragon at the address given in the Contact Person section.

VI. Award of Contract/Sub-grant Agreement:

Overview:

The agreement shall incorporate the terms, conditions and requirements of the RFP, the Applicant's proposal and all other agreements that may be reached. ACJFS will design, develop and implement the structure of the agreement. This RFP, the successful Applicant's proposal and other applicable addenda will become part of the final agreement.

Availability of Funds:

ACJFS reserves the right to not award an agreement through this RFP process, based on available funding.

Agreement Period:

The agreement has a tentative effective date of 10-1-22 through 9-30-23.

Invoicing:

Provider(s) will be required to submit a detailed invoice to ACJFS on a monthly basis in a format approved by ACJFS. Payments will be made based upon the agreed rate. Providers will report actual expenses monthly in a format approved by ACJFS. Payments will be reconciled periodically to ensure that total payments do not exceed actual expenses.

Performance & Monitoring:

ACJFS will monitor the manner in which the terms of the agreement are being carried out. ACJFS reserves the right to schedule monitoring visits at regular intervals or may request detailed reports from the Provider(s). Provider(s) agrees to provide ACJFS reports relative to the effective operation of the program. ACJFS may perform at least one on-site monitoring visit during the agreement period. Provider(s) and ACJFS may meet at mutually agreed upon times for the purpose of reviewing service data and agreement issues. Provider(s) must maintain records sufficient to document eligibility and any additional demographic data requested by the ACJFS.

See Attachment D for a sample Agreement for minimum contractual requirements of all ACJFS Providers. ACJFS reserves the right to add or delete agreement language to meet the project needs.

Confidentiality and Security:

The Provider agrees that information concerning eligible individuals shall only be used in support of the service program. Disclosure of information for any other purpose is prohibited except upon the written consent of the eligible individual. Both the Provider and ACJFS will complete the necessary consent forms with participants so that information can be exchanged as needed.

Publicity:

Any program descriptions, publicity releases, or other public references including but not limited to, both internal and external informational pamphlets, brochures, and media releases on the services provided under this agreement will clearly state that the services are funded by ACJFS. Provider assumes responsibility for the development and cost associated with these items and agrees to obtain approval from ACJFS before releasing promotional materials and/or items.

Applicable Laws and Rules:

Providers shall understand, agree with, and comply with the following:

1. Americans with Disabilities Act of 1990
2. Occupational Safety and Health Act of 1970
3. Equal Employment Opportunity Act
4. Documentation of licensure and certification by the Ohio Division of Emergency Medical Service, if applicable.
5. Any Federal, State and Local laws regarding the service.

If awarded an agreement which exceeds \$100,000.00, Providers shall understand, agree, and comply with the following:

6. Clean Air Act, as amended, 42 USC §§ AA 7401 et seq.
7. Certify that no funds appropriated by the agreement will be used for lobbying as described in 31 USC 1352. The Applicant shall submit a "Certification Regarding Lobbying" as required by 49 CFR part 20.
8. The Provider certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. The Provider shall submit an "Integrity Certification" regarding debarment, suspension, and other responsible matters.

Patent or Copyright Liabilities:

The Provider will protect, defend and hold free and harmless ACJFS, Ashtabula County, its officers, employees, agents, and Board of County Commissioners against all claims that any of the designs supplied hereunder infringe a U.S. patent or copyright. The Provider will pay all resulting costs, damages, and attorney's fees to defend Ashtabula County against such claims. ACJFS will promptly notify the Provider in writing of all claims, and the Provider will have control of the defense and all related settlement negotiations. If such claim has occurred, or is likely to occur, ACJFS agrees to permit the Provider, at Provider's option and expense, either to procure for ACJFS the right to continue using the designs or programming or to replace or modify the same so that they become non-infringing but still meet the requirements of the RFP.

Software and Ownership Rights:

ACJFS will have ownership rights in software, software modifications, and associated documentation designed, developed, or installed with the use of County funds. ACJFS reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, or otherwise use and authorize others to use the software, software modifications and documentation for County, State, and Federal government purposes (edited APM.4046. (5)).

Appendix I

Appendix I-A

Transportation Requirements

Required Annual Inspection Elements for Vehicles:

1. Seating:

- a. All seats must be securely fastened to the floor.
- b. No broken tubing or protruding pieces of metal should be around seats.

2. Defrosters & Heaters:

- a. Must operate as designed.
- b. Heater cores must be clean and free of leaks and obstructions to the flow of air.
- c. Hoses must not have cracks or leaks and must otherwise be in good condition.
- d. Fan guards must be metal or plastic.

3. Windshield Wipers & Washers:

- a. Must operate as designed.
- b. Wiper blades in the vehicle operator's field of vision must be clean.
- c. Wiper blades must not be brittle or badly worn.

4. Vehicle Floor:

- a. Must be metal
- b. Must be intact without holes.

5. Mirrors:

- a. Must have at least one rear view interior mirror that is properly secured and in proper placement.
- b. Must have at least one mirror on each side of the vehicle that is properly secured and in proper placement.
- c. Prismatic lens must be properly installed.
- d. All mirrors must enable operators to see a clean image (i.e. without cloudiness, cracks, or other obstacles on the mirror to interfere with reflection).

6. Emergency Equipment:

- a. The red reflectors must be stored in the vehicle.
- b. The vehicle must have a five-pound dry chemical fire extinguisher with the minimum rating outlined in section 20 b.c. of the Ohio fire code and based on section 10 of the National Fire Protection Association. The fire extinguishers must be securely mounted near the vehicle operator for easy access.
- c. The vehicle must be equipped with a first aid kit.

7. Brakes:

- a. Properly located and free of crimps, rust, breaks in integrity, and not in contact with inappropriate vehicle components.
- b. Tail exhaust pipes are properly secured to prevent dropping on the break line.

- c. Vehicles using vacuum-assisted breaks: wheel cylinders, master cylinders, hydrovac, and hose connections must be free of fluid leaks.
- d. Vehicles using air brakes: reservoirs, chambers, valves, connections, and lines must be free of air leaks.
- e. During inspections, brake pads must be checked against the vehicle manufacturer's specifications.
- f. All moisture ejection valves must be free of leaks and in proper working order.

8. Emergency Brakes:

- a. The vehicle must have a functional emergency brake that is capable of stopping or holding the vehicle in an emergency or while parked. The emergency brake shall hold the vehicle on any grade and under all conditions of loading on a surface free of snow, ice, or loose material.
- b. If the emergency brake is located on the drive shaft, the brakes shall:
 - i. Hold the vehicle in parked position;
 - ii. Be properly mounted, and;
 - iii. Have cables that are properly lubricated and not hazardously worn.

9. Steering Gear:

- a. The steering shaft must have no more than one half-inch upward motion when the steering wheel is pulled upwards.
- b. The steering gear assembly, power steering unit, brackets, and mounting bolts must be securely fastened.
- c. If installed, power steering must be operative, properly mounted, and have correct fluid levels and belt tensions.
- d. Tie rod ends must function properly.
- e. Tires must not rub any chassis or body component in any position.

10. Horn: Must operate as designed.

11. Windshield & Windows:

- a. Window glass must be free of chips or cracks and be securely mounted without exposed edges.
- b. Plexiglass will not be used to replace safety glass.

12. Emergency Door:

Applicable to Bus Type Vehicles

- a. The door must be able to open to its maximum width without catching or binding.
- b. All handles must be permanently installed.
- c. Operating instructions for the emergency door must be lettered or decaled inside the emergency door.
- d. The safety buzzer must operate as designed and be placed in the vehicle operator's area to warn passengers that the emergency door is opened.
- e. The door must be free of temporary or permanent obstructions.
- f. No padlocks or other added security devices are to be used to secure the door while the vehicle is in motion.

13. Springs & Shocks:

- a. Must be intact
- b. Must be properly mounted
- c.

14. Tires:

- a. Must have no less than two sixteenth inch tread pattern measured anywhere on the tire.
- b. Retread tires should not be located on the steering axle.
- c. Must be free of irregular wear, cuts, bruises, and breaks.
- d. Must be balanced and in proper alignment.
- e. All lugs must be present and fitted tightly on tires.
- f. All tread types must match mated tires.

15. Exhaust System:

- a. Must be intact and operating as designed.
- b. All pipe and muffler joints must be properly welded or clamped.
- c. Exhaust manifolds must be free of cracks and missing bolts.

16. Lights:

- a. Must operate as designed.
- b. Must meet ORC and OAC requirements for vehicle lighting.

17. The Vehicle Body:

- a. Condition must be intact.
- b. Must be free of broken parts that can cause injury.

18. Gas Tank:

- a. Must be free of rust, damage or leaks.
- b. Must be securely mounted.

19. Seating Area & Aisle: Must be free of debris.

Appendix I-B

Required Daily Wheelchair Lift Inspection Elements:

Before each day's services are provided, providers must complete and document an inspection of the wheelchair lift prior to any participant service that day according to the following specifications:

1. Run the lift through one complete cycle to be sure that it is operable.
2. Check for any signs of seal leaking or binding of hardware.
3. Check for frayed or damaged lift cables, hydraulic hoses, or chains.
4. Check for physical damage and jerky operation.
5. Check for hazardous protrusions and exposed edges. Assure that all protrusions are adequately padded and protected.
6. Check all fasteners and assure that all bolts are snug.
7. Make sure the lift is properly secured to the vehicle when stored.
8. Clean the lift completely of dirt, mud, gravel, and corrosive elements such as salt.
9. Lubricate the lift in compliance with the manufacturer's requirements.
10. Providers shall not use the lift any time repairs are necessary.

**ATTACHMENT A
TRANSPORTATION PROGRAMS
APPLICANT INFORMATION**

AGENCY / ORGANIZATION NAME: Country Neighbor Program, Inc.

ADDRESS: 39 South Maple Street, PO Box 212, Orwell, OH 44076

PHONE: (440)437-6311 FAX: (440)437-1031

SERVICE SITE (if different than above): Same

ADDRESS: _____

PHONE: _____ FAX: _____

FEDERAL TAX I.D. NUMBER: 34-1331627

EXECUTIVE DIRECTOR/DIRECTOR: Barbara Klingensmith

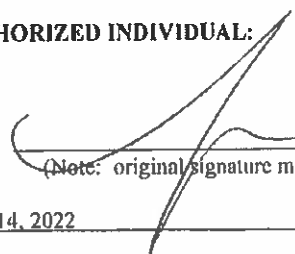
PROGRAM COORDINATOR: Brittany Shriver EMAIL: brittany.shriver@countryneighbor.org

FISCAL CONTACT: Tina Hansel EMAIL: tina.hansel@countryneighbor.org

TERMS AND CONDITIONS

It is understood and agreed upon by the undersigned authorized individual that: Funds granted as a result of this request are to be expended for the purposes set forth and in accordance with all applicable laws, regulations, policies and procedures of this State, County, and the Ashtabula County Job & Family Services (ACJFS). Any proposed changes in the proposal as approved will be submitted in writing by the applicant and upon notification of approval by the ACJFS shall be deemed incorporated into and become a part of this agreement. This request for proposal is being issued on the basis of the presumed availability of funds. ACJFS will not be liable should funds be eliminated or reduced. Completion of a proposal does not imply that ACJFS will fund a proposal. Proposals are subject to review by representatives of ACJFS. At its sole discretion, ACJFS may negotiate the unit price, or any other factors, prior to determining to enter or not to enter an agreement based on a proposal.

NAME, TITLE AND SIGNATURE OF AUTHORIZED INDIVIDUAL:

NAME: Barbara Klingensmith SIGNATURE:  (Note: original signature must be in blue ink)

TITLE: Executive Director DATE: July 14, 2022

Country Neighbor Program, Inc.

ACJFS #4-22

Country Neighbor Program, Inc.
Health Related Transportation
Employment Related Transportation
Section 3
Program Planning and Development

Country Neighbor Program, Inc.
Employment Related and
Health Related Transportation
Section 3
Program Planning and Development

A. Program Description

Country Neighbor is proposing to provide 169,350 miles of Health-Related Transportation at a unit rate of \$2.09 and 2,500 miles of Employment-Related Transportation at a unit rate of \$2.09 per mile for the period of October 1, 2022, through September 30, 2023. We are requesting a 3.5% rate increase from \$2.02 to \$2.09 for the proposed contract year. Cost of operations is increasing as well as to be more competitive in the job market, it has become imperative that we increase salaries and benefits for our team. Staff is increasingly difficult to attract and retain in today's environment.

Country Neighbor follows all Ohio Department of Transportation, Ohio Division of Emergency Medical Service, and Ohio Department of Aging requirements, including all training and monitoring requirements. Annually, we are monitored by all the programs for compliance. Included with this RFP, as an attachment, is Country Neighbor's Transportation Policy and Procedure Manual addressing personnel, safety, training, and monitoring requirements.

Country Neighbor has put an emphasis on sharing trips with other funding sources as much as possible. It is more cost effective and allows more trips for the same amount of available resources. During the period of October 2021 through June 2022, 47.8% of the HRT trips Country Neighbor provided were shared saving \$112,752.11 in NET dollars.

At this time, call slips are forwarded to our Transportation Unit via email from the Transit Unit of ACDJFS. Country Neighbor's Transportation Supervisor and her assistants schedule the trips and drivers. Clients are called the day before their scheduled trip to verify information on file and to notify them of the scheduled pickup time. If there will be other riders with them, we let them know that as well.

B. Summary of Service

1. Days and Hours of Service

Country Neighbor operates Monday through Saturday from 3:30 a.m. to approximately 7:00 p.m., depending upon the trips scheduled. These times and days are flexible and vary with individual need. We do provide transportation on Sundays and holidays, generally dialysis, when necessary.

2. Provider Experience

Country Neighbor has been providing transportation as discussed in the service specifications for well over 40 years. We have for the past several years been the contract provider for the countywide Ashtabula County Senior Services Levy transportation program.

Country Neighbor is designated by the Ashtabula County Board of Commissioners as the Lead Agency for Transportation Coordination Planning and Implementation of the Ashtabula County Coordinated Plan.

3. Specifications

a. Trip Charge Calculation

Country Neighbor charges a flat, per mile fee. There are no additional fees for "wait time" or "lift drops".

Mileage begins from our vehicle lot and back, unless it is already out in service. If it is already in service, mileage begins from the drop off point of the previous passenger to the new passenger's pickup address then to their destination and back home or back to our vehicle lot if there are no further trips scheduled for that driver.

b. Round Trip Definition

A "round trip" is when we leave a specified location, pick up the passenger, take them to their destination, and then return them back to their home. If the driver has no other runs scheduled, then the trip ends at the Country Neighbor lot. If there is another run, then the trip ends at the passenger's home.

c. Charging a Shared Trip

If all the same funding source, we take the total trip miles and divide by the number of individuals sharing that trip and each is billed their share. If different funding sources, all going to the same destination area, the total trip miles are divided equally by the number of people on board and billed as such.

d. Number of Vehicles, Passenger Capacity and Wheelchair Lifts

Country Neighbor has (2) 7 passenger minivans, (4) modified minivan, and (6) lift vehicles. The modified minivans have 1 wheelchair position, 2 of the lift vans have 3 wheelchair positions and 4 have 2 positions.

e. Procedures for Multiple Passengers

Our Transportation Unit works with each individual passenger identifying commonalities in trip destination areas and appointment times. We work with the passenger and the medical facilities to coordinate reasonable schedules to minimize waiting periods.

f. Ensure 15 Minute Windows for Stated Pickup and Deliveries

All trips are entered into our Ecolane scheduling and dispatching software program. As the trips are batched for the day and vehicle, the software assigns pickup and delivery times for the passengers. We then convey this information to the passengers when we call them the previous day.

The dispatcher monitors all trips on a continuous basis all day and is alerted if vehicles are running behind. Should problems arise, she then takes appropriate action by contacting all involved to adjust the schedules accordingly.

g. Accommodating Last Minute Requests, Changes, Late Running Vehicles, and "No Shows"

If last minute requests are received by our Unit, the dispatcher will look at the day's schedule to see if we can accommodate the request. If we are unable at the specified time, we work with the passenger and the ACDJFS Transit Unit to adjust their time to fit into the current schedule, if possible. If this scenario is not possible, we check to see if a reschedule is possible. If not, the call slip is sent back to ACDJFS. However, generally, details are worked out to accommodate both parties.

"No shows" are handled on an individual basis. If a client is a repeat offender, CNP Transit Unit communicates with ACDJFS and cooperatively steps are taken to address the issue.

h. Assurance Regarding 90% of Shared-Ride Trips

With our scheduling software, we can continually monitor our fleet of vehicles in service and adjust, as necessary. We are continuously communicating with the passengers and the drivers to ensure reasonable accommodations are met to and from destinations.

i. Reporting of Incidents and Accidents

Country Neighbor will report all incidents, accidents, and complaints, per the bid specification to ACDJFS.

C. Geographical Service Area

Country Neighbor is available to provide transportation countywide. We will travel to destinations within the county, out of the county and into Pennsylvania, when necessary. Most of our medical transportation are to Geauga, Ashtabula, Cuyahoga and Trumbull Counties.

ERT is generally within county, but we have the capacity to go out of county, if necessary.

D. Organizational Structure

Country Neighbor began in 1977 and was incorporated in March of 1981. The mission of the organization is help people remain independent by providing supportive services to enhance their quality of life. Country Neighbor provides a wide variety of services to include, but not limited to, homemaker, chore, transportation, home delivered meals, congregate meals, personal care, prescription assistance, emergency food, rental/utility assistance, adult daycare, socialization, telephone reassurance, wellness education, and wellness activities.

Our service area is dependent upon the funding sources for the variety of programs we provide.

The Ashtabula County Food Bank (Country Neighbor) serves 20 food pantries, 4 soup kitchens/senior feeding sites, and 2 shelters located throughout Ashtabula County. In 2021, we distributed over 1.2 million pounds of food to these contract organizations.

The largest funding sources are the Ashtabula County Senior Services Levy, Trumbull County Senior Services Levy, Ashtabula County Department of Job and Family Services, Direction Home of Eastern Ohio, the Ohio Department of Job & Family Services and United Way of Ashtabula County.

Country Neighbor is governed by a thirteen-member Board of Directors who meets one time per month, generally the last Monday of each month. (*List attached*)

An Organizational Chart is attached.

E. Provider/Staff Qualifications

Executive Director: Responsible for overall implementation, grant writing, fiscal accountability and administration of the program. Also, very involved with the Coordinated Transportation Plan update and implementation for the County.

Assistant Director: Assist the Executive Director with the day-to-day administrative oversight of the operations of the program.

Administrative Assistant/Bookkeeper: Assist with human resources, fiscal responsibilities, payroll and financial reporting. This position supports the Assistant Director.

Receptionist: Perform all clerical responsibilities, answers telephone, directs clients, and filing of records of central filing system.

Data Support/Backup Receptionists: Covers the desk and telephone when the receptionist is not available. Responsible for the daily clerical responsibilities of the home delivered meals program, such as data collection/entry into the data base, run daily delivery sheets for drivers, review of daily service delivery sheets

Transportation Supervisor: Reports to the Executive Director. She is responsible for the Intake and Assessment of each client, scheduling all transportation trips, drivers, vehicles, accuracy and completion of all required documentation and recordkeeping, maintenance program implementation, policy and procedure implementation and quality assurance of the program.

Transportation Assistants: Responsible for all daily trip data entry, assist with billing and assessment tools. Assists receptionist with telephone, and clients.

Drivers: Direct service of client's transportation to appointments, assist them, then return them to their homes, cleanliness of vehicles, accurate completion of all documentation, and required training.

Facility Maintenance: Responsibilities include facility cleaning and assist with vehicle cleaning

ACJFS #4-22

**Country Neighbor Program, Inc.
Health Related Transportation
Employment Related Transportation
Section 3
Program Planning and Development
Board Roster**

**COUNTRY NEIGHBOR PROGRAM, INC.
2022 BOARD OF DIRECTORS
ROSTER**

Casey O'Brien, President
Village Station
401 South Street
Chardon, OH 44024
Attorney At Law
Office: 440-437-5295
Term Begins: February, 2021
Term Ends: January, 2024
Date Elected: January 30, 2006
Email: Casey@peteribold.com

Carl Plickert, Secretary/Treasurer
4318 New Hudson Road
Orwell, OH 44076
Retired (Kennametal)
Home: 440-437-8252
Term Begins: January, 2020
Term Ends: January, 2023
Date Elected: January, 1997
Email: plickert@orwell.net

Rick Huffman
5901 Route 6
Hartsgrove Twp, OH 44085
Home: 440-474-9042 c: 440-990-9532
Contractor/Business Owner
Term Begins: February, 2022
Term Ends: January, 2025
Date Elected: November 7, 2016
Email: rickhuffman@gmail.com

Bonnie Brockway
2233 Brown Road
Jefferson, OH 44047
Retired: School Treasurer
Home: 440-576-8126
Alternate: 440-813-4958
Term Begins: May 24, 2021
Term Ends: January, 2024
Date Elected: May 24, 2021
Email: bbrockway64@gmail.com

Dan Reel, Vice-President
12350 Winchell Road
Concord Township, OH 44024
Reel's Auto Sales
Work: 440-437-5893
Mobile: 440-319-1247
Term Begins: January, 2020
Term Ends: January, 2023
Date Elected: March 30, 2015
Email: dan@reelsauto.com

Carolyn Turk, EEO Officer
PO Box 101
Orwell, OH 44076
Molded Fiberglass Company
Home: 440-437-6126
Term Begins: February, 2022
Term Ends: January, 2025
Date Elected: May 11, 2009
Email: cjturk75@yahoo.com

Angela Thomas
8695 Troutman Road
Orwell, OH 44076
Ashtabula County Developmental Disabilities
Cell: 440-474-3600
Term Begins: February 10, 2020
Term Ends: January, 2023
Date Elected: February 10, 2020
Email: thomasaa91@gmail.com

John Pizon
383 East Jefferson Street
Jefferson, OH 44047-1105
Retired: First Energy (Electrical Engineer)
Home: 440-576-2447
Alternate: 440-437-6368
Term Begins: February, 2022
Term Ends: January, 2025
Date Elected: August 23, 2010
Email: john.pizon@gmail.com

Kathleen Wolf
5129 Lenox New Lyme Road
Jefferson, OH 44047
Retired: Long Term Care
Home: 440-294-2368
Alternate
Term Begins: February, 2022
Term Ends: January, 2025
Date Elected: January 28, 2002
Email: KathleenWolf@yahoo.com

Sally Kennedy
1000 Middle Road
Conneaut, OH 44030
Retired: Health Commissioner
Home: 440-593-3087
Alternate: 440-789-9441
Term Begins: May 24, 2021
Term Ends: January, 2024
Date Elected: May 24, 2021
Email: kennedysally08@gmail.com

Ghassan Saikaly
4409 East Union Road
Dorset, OH 44032
Retired: Geauga Cty Water & Sewer Dept
Home: 440-293-6648
Cell: 440-536-2064
Term Begins: February, 2021
Term Ends: January, 2024
Date Elected: May 24, 2010
Email: gsaikaly@embarqmail.com

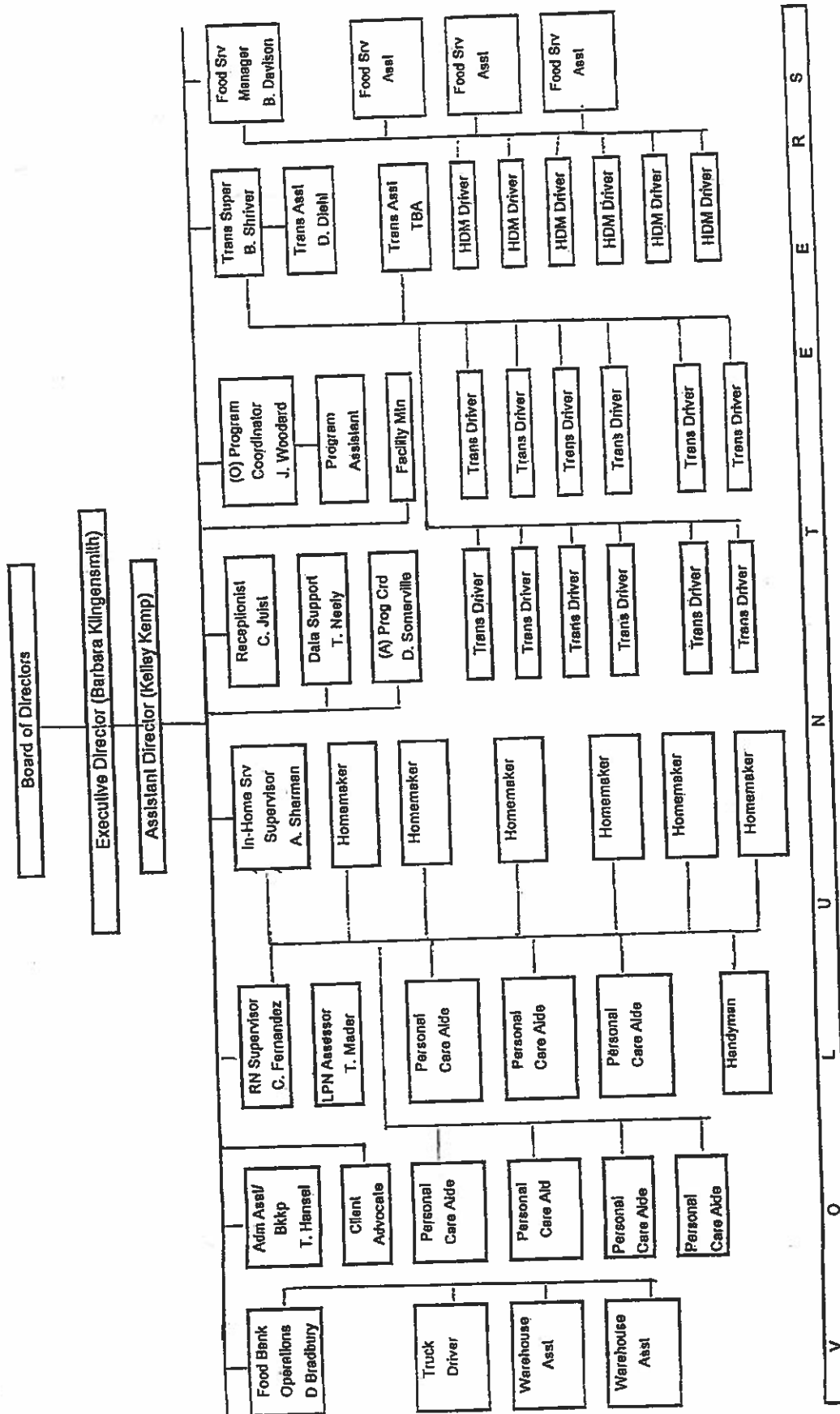
Jim Long
300 Elruth Ct, Apt. 102
Girard, OH 44420
Middlefield Bank Branch Manager
Cell: 330-719-6603
Office: 440-437-7200
Term Begins: February, 2022
Term Ends: January, 2025
Date Elected: September 27, 2021
Email: OhioJim.Long@gmail.com

Randy Gentry
PO Box 1382
Andover, OH 44003
Law Enforcement
Work:
Mobile: 440-645-3543
Term Begins: January, 2020
Term Ends: January, 2023
Date Elected: September 28, 2015
Email: rlentry97@gmail.com

ACJFS #4-22

**Country Neighbor Program, Inc.
Health Related Transportation
Employment Related Transportation
Section 3
Program Planning and Development
Organizational Chart**

COUNTRY NEIGHBOR PROGRAM, INC.
ORGANIZATIONAL CHART



ACJFS #4-22

Country Neighbor Program, Inc.
Health Related Transportation
Employment Related Transportation
Section 3
Program Planning and Development
Job Descriptions

COUNTRY NEIGHBOR PROGRAM, INC.
JOB DESCRIPTION

TITLE: Executive Director

LOCATION: CNP Administrative Office

REPORTS TO: Board of Directors

SUPERVISES: All Staff

BASIC FUNCTIONS: Under policy supervision of the Board of Directors. Directs and supervises agency programs, fiscal policy, public contacts, obtains and administers grants, and helps to develop resources for community programs. The Executive Director is responsible for administering the Country Neighbor Program, Inc. in southern Ashtabula County and coordinate its effort with other social service agencies. This individual should have a knowledge of the service area, be concerned with the well-being of its residents, and be able to relate to local residents in stressful situations on an individual basis. This position involves planning program and supervising staff for total CNP function, and Executive Director must be willing to work irregular hours when needed.

RESPONSIBILITIES:

Approx. % Of Time

30%	Supervise and evaluate staff. Employ and discharge staff. Fix compensation within the budget approval by the Board of Directors. Ensure staff development. Conduct staff meetings.
20%	Participate in planning and coordination efforts at county and state level, inform other agencies and organizations, and the public about CNP services and objectives.
40%	Prepare, review, and process grant applications. Research potential grant sources and regulatory requirements. Assume administrative responsibility for grant implementation.
5%	Attend all Board of Directors meetings and give an Administrative report and update. Attend committee meetings as requested.
5%	Perform other duties consistent with the intent of the Country Neighbor Program, Inc. as defined by the Board.

MINIMUM REQUIREMENTS: Associate college degree or two years credits.
Administrative experience preferred.

ADMINISTRATIVE ASSISTANT JOB DESCRIPTION

POSITION: Assistant Director

REPORTS TO: Executive Director

SUMMARY: Assistant Director duties and responsibilities include providing administrative support to ensure efficient operation of the organization including agency fiscal and human resource management. Responsible for confidential and time sensitive material. Ability to effectively communicate via phone and email ensuring that all Executive Assistant duties are completed accurately and delivered with high quality and in a timely manner.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Maintain bookkeeping system and accounting procedures
- Assist in preparation and review of budget, process payroll, accounts payable and receivable, process and prepare required reports for funding sources, prepare financial statements
- Perform complex clerical duties, type a variety of complex materials, proofread material, correct grammar and spelling
- Assist in establishing and maintaining an effective and efficient records management system
- Complete understanding and implementation of the agency data base for data collection and reporting of services
- Work closely with the Executive Director in employee relations, employee benefits, hiring/firing, implementation of the employee governing policies as set forth in the handbook and adopted by the Board of Directors
- Be familiar with all federal, state, and local laws directly affecting the employment of individuals and ensure Country Neighbor's adherence to all such laws as applicable
- Complete all reports as required by federal, state, and local employment laws in a timely and accurate manner
- Implement and ensure safety plan as required by the Ohio Bureau of Workers Compensation
- Prepare and sort source documents, and identifies and interprets data
- Process various forms
- Assist in the preparation of regularly scheduled reports, as assigned
- Contribute to a team effort and accomplish related results as required
- Maintain confidential information
- Become knowledgeable and familiar with the social service industry and the organization's services and funding source requirements
- Attend all meetings, as requested
- Perform other job-related duties as assigned.

COMPETENCY: (To perform the job successfully, an individual should demonstrate the following competencies)

- Knowledge of records management procedures

- Ability to operate various work-processing software, spreadsheets and database programs
- Maintain confidentiality
- Maintain professionalism
- Interact and maintain good working relationships with individuals of varying social and cultural backgrounds
- Communicate efficiently and effectively both verbally and in writing
- Carry out multiple tasks and meet deadlines
- Excellent time management skills
- Follow instructions furnished in verbal and written format
- Complete all job duties in a neat, accurate and manner
- Attention to detail and problem solving

QUALIFICATIONS:

To perform the job successfully, an individual must be able to perform each essential duty satisfactorily. Individual must pass physical, criminal background check and drug screen.

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

EMPLOYEE SIGNATURE: _____ **DATE:** _____

SUPERVISOR SIGNATURE: _____ **DATE:** _____

ADMINISTRATIVE ASSISTANT JOB DESCRIPTION

POSITION: Administrative Assistant/Bookkeeper

REPORTS TO: Executive Director

SUMMARY: Administrative Assistant duties and responsibilities include providing administrative support to ensure efficient operation of the organization. Responsible for confidential and time sensitive material. Ability to effectively communicate via phone and email ensuring that all Administrative Assistant duties are completed accurately and delivered with high quality and in a timely manner.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Assist with the data entry management for accuracy, efficiency, and timeliness based on all funding requirements in the organization's operations
- Prepare and sort source documents, and identifies and interprets data
- Process various forms
- Assist in establishing and maintaining an effective and efficient records management system
- Assist in the preparation of regularly scheduled reports, as assigned
- Contribute to a team effort and accomplish related results as required
- Maintain confidential information
- Become familiar with the organization's services and funding source requirements
- Perform general clerical duties such as word processing, answering telephone, etc.
- Perform other job-related duties as assigned.

COMPETENCY: (To perform the job successfully, an individual should demonstrate the following competencies)

- Knowledge of records management procedures
- Ability to operate various work-processing software, spreadsheets and database programs
- Maintain confidentiality
- Professionalism P
- Interact and maintain good working relationships with individuals of varying social and cultural backgrounds
- Communicate efficiently and effectively both verbally and in writing
- Carry out multiple tasks and meet deadlines
- Excellent time management skills
- Follow instructions furnished in verbal and written format
- Attention to detail and problem solving

QUALIFICATIONS:

To perform the job successfully, an individual must be able to perform each essential duty satisfactorily. Individual must pass physical, criminal background check and drug screen.

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

EMPLOYEE SIGNATURE: _____ DATE: _____

SUPERVISOR SIGNATURE: _____ DATE: _____

COUNTRY NEIGHBOR PROGRAM, INC.
JOB DESCRIPTION

POSITION: Receptionist/Clerical Support

SUPERVISES: No One

REPORTS TO: Executive Assistant/Executive Director

PURPOSE: The Receptionist is responsible for providing secretarial and clerical support in order to ensure that services are provided in an effective and efficient manner.

RESPONSIBILITIES: Answer multi-line telephone, route calls/visitors to appropriate staff, take messages accurately, greet visitors in a professional and courteous manner, operate and maintain office equipment. CNP mail dropped off and picked up at the post office daily. Monitor and maintain office supply inventory, complete necessary documentation in a timely manner. Must be able to communicate effectively and professionally with all age groups and identify needs of clients, provide and communicate accurate information.

Must become knowledgeable of the social service industry in Ashtabula and Trumbull Counties. Maintain entry/front/meeting room in an organized and professional manner. Knowledgeable of Microsoft Office and computer operations. Responsible for accurately completing "field" employee time cards on a daily basis and time clock operations for all other employees.

Perform other clerical related duties, as assigned. Attend all meetings as requested.

SKILLS: Team building, analytical and problem-solving skills, decision making skills, effective verbal and listening communication skills, stress management, organizational and time management skills.

QUALIFICATIONS: Free of substance abuse, professional manner and presentation, able to pass a criminal background check. Must be able to manage a number of projects at one time and may be interrupted frequently to meet the needs and requests for services. Must be customer focused. Adhere to all CNP policies and procedures.

EMPLOYEE SIGNATURE: _____

DATE: _____

SUPERVISOR SIGNATURE: _____

DATE: _____

COUNTRY NEIGHBOR PROGRAM, INC.
JOB DESCRIPTION

POSITION TITLE: Transportation Supervisor

REPORTS TO: Executive Director

SUPERVISES: Drivers

RESPONSIBILITIES:

Oversee the day to day operations of the transportation program by planning, coordinating, and implementing transportation for low income persons, the elderly, & persons with disabilities. Responsibilities include: scheduling all transportation requests in the most cost effective manner, assignment of all drivers to vehicles and trip manifests, call each client prior to day of service to verify appointment, pickup time, driver, and provider, ensure proper vehicle maintenance schedules, responsible to ensure vehicle cleanliness, complete all required data, reports, documentation and record keeping in a timely and accurate manner, and other duties as assigned.

Supports operational planning for the acquisition and implementation of ITS technologies to help plan and operate a county-wide coordinated system

Assist in the gathering and analyzing of data to evaluate intermodal transportation service options for persons with disabilities, the elderly and others who are transportation disadvantaged to design the most efficient and cost effective option possible.

Assist with the appropriate training for drivers, per funding requirements

Develops strategies for seeking other funding sources and to leverage existing funding sources to expand and enhance the current transportation system

Required Knowledge, Skills, and Abilities:

Knowledge of the Americans with Disabilities Act (ADA) and its specific applications to public transportation.

Knowledge of the principles, procedures and strategies of coordinated human services transit-transportation planning and coordination strategies.

Knowledge of Federal Transit Administration (FTA) and Ohio Department of Transportation (ODOT) policies, procedures and practices.

Knowledge of geography of Northeastern Ohio area

Proficiency with spreadsheet, word processing, presentation, database and

project management software.

Excellent interpersonal, written and verbal communication skills.

Ability to provide leadership and speak before public groups.

Ability to work independently and with others in an effective manner.

Ability to use a personal computer and other modern office equipment.

Ability to analyze data, define problems, identify potential solutions, develop implementation strategies and evaluate outcome.

Ability to prepare clear and concise oral and written reports.

Ability to read and understand transportation and program planning documents and standards.

Ability to work a flexible schedule that may include evenings and weekends.

Ability to establish and maintain effective working relationships with all levels of staff, community leaders, government representatives, and customers.

Ability to operate a motor vehicle; must possess and maintain a valid Ohio Driver's License.

Ability to pass criminal background check

Physical Requirements:

Extended periods sitting at a table, desk or workstation with use of a computer; normal visual acuity and field of vision; hearing, speaking and color perception; work involves periodic bending, stooping, reaching, standing and walking; requires dexterity in operating office machines and equipment; periodic need to carry items for short distances weighing up to 10 lbs. Periodic fieldwork in varying environments. Travel as necessary within or outside of service area via automobile or other mode of transportation.

Required Education and Experience:

Prefer high school graduate/G.E.D. and at experience in the transportation field

Computer proficiency and experience at an independent decision-making level. An equivalent combination of related education, training and experience that demonstrates

the knowledge, skills and ability to effectively perform the functions of this position may be considered.

EMPLOYEE'S SIGNATURE

I have read and understand the responsibilities and requirements of this job description and agree to comply.

SIGNATURE _____ DATE _____

**COUNTRY NEIGHBOR PROGRAM, INC.
JOB DESCRIPTION**

POSITION: Transportation Assistant **SUPERVISES:** No One

REPORTS TO: Transportation Supervisor/Executive Director

RESPONSIBILITIES: Daily compilation of all transportation run data into reporting format, review drivers daily manifest logs, verify funders and trip purposes, complete monthly invoicing as assigned. Assist the Transportation Supervisor with telephone and client contact, backup the Supervisor with scheduling of transportation requests, assignment of vehicles and trip manifests, when necessary. Daily record co-pays and responsible for maintenance records. Completion of required reports, as assigned. Must become knowledgeable of social service industry in Ashtabula and Trumbull Counties. Complete all documentation in a timely and accurate manner. Attend all meetings and trainings as requested. Perform other duties, as assigned.

REQUIREMENTS: Free of substance abuse, professional manner, good communication skills. Be able to pass criminal background check. Valid Ohio driver's license and possess good driving record.

EMPLOYEE SIGNATURE: _____ **DATE:** _____

SUPERVISOR SIGNATURE: _____ **DATE:** _____

COUNTRY NEIGHBOR PROGRAM, INC.
JOB DESCRIPTION

JOB TITLE: DRIVER

REPORTS TO: Transportation Supervisor

SUPERVISES: No One

BASIC FUNCTION: The driver will ensure mobility to clients in wheelchairs, clients using walkers, and clients using canes who are in need of transportation for necessary travel to doctors, shopping, agency appointments and recreation, as scheduled. All other duties as assigned.

RESPONSIBILITIES: (INCLUDE, BUT NOT LIMITED TO THE FOLLOWING) :

- Gas vehicles daily
- Conduct vehicle pre-trip inspections daily
- Complete necessary paperwork accurately and in the correct time frame
- Keep all vehicles clean (both inside and out)
- Attend all required training classes
- Attend all required staff meetings

QUALIFICATIONS: Valid Ohio Driver's License

- Good driving record
- Ability to pass physical/TB test
- Ability to pass hearing test
- Ability to pass eye exam
- Ability to pass a drug screen
- Able to pass criminal background check
- Able to lift a minimum of 50 pounds

Employee Signature:

Date:

Supervisor Signature:

Date:

COUNTRY NEIGHBOR PROGRAM, INC.

JOB DESCRIPTION

POSITION: Facility Maintenance

SUPERVISES: No One

REPORTS TO : Executive Director

RESPONSIBILITIES: (Include but not limited to the following)

Sweep and mop floors, (dining room, kitchen, halls, etc.)
Vacuum carpeted areas, (front reception areas, throw rugs, offices, etc.)
Shampoo carpeted areas as needed
Clean bathrooms, (commodes, sinks, etc.)
Stock hygiene supplies as necessary.
Wash windows in front reception areas as required.
Empty trash, (outside waste can, offices, etc.)
Wash transportation vehicles, as assigned.
Attend meetings as designated by Country Neighbor.
Perform other duties as assigned.

QUALIFICATIONS:

Ability to Pass Criminal Background Check, Drug Screen, and Physical Exam.
Ability to Lift up to 25 pounds on occasion.

EMPLOYEE SIGNATURE _____ DATE _____

SUPERVISOR SIGNATURE _____ DATE _____

ACJFS #4-22

Country Neighbor Program, Inc.
Health Related Transportation
Employment Related Transportation
Section 3
Program Planning and Development
Transportation Policies and Procedures

Country Neighbor Program, Inc.

Transportation

POLICIES and PROCEDURES
MANUAL

Acknowledgement

This employee handbook provides transportation policies and procedures to be used in the provision of transportation services. In all instances the official benefit plan texts, trust agreements, and master contracts are the governing documents. Your policy manual is not to be interpreted as a legal document or an employment contract. Employment with Country Neighbor Program, Inc. is at the sole discretion of the agency and may be terminated with or without cause at any time and for any reason. Nothing in this handbook or in the personnel policy manual constitutes an expressed or implied contract, assurance of continued employment, or implies that just cause is required for termination.

Please refer to Country Neighbor Program, Inc. Personnel Policies and Procedures Employee Handbook for agency policy and procedures. This handbook does not supersede the agency policy & procedures manual; rather it defines the transportation program elements.

Understood and agreed:

Employee Signature

Date

Employee's Title

POLICIES AND PROCEDURES MANUAL

AGENCY INFORMATION

Country Neighbor Program, Inc.
Policy Manual
P.O. Box 212, 39 S. Maple St., Orwell, OH 44076

SUBJECT: AMERICANS WITH DISABILITIES SECTION: Agency Information
 ACT COMPLIANCE

EFFECTIVE DATE: April 14, 2008 REPLACES:
APPROVED BY: Board of Directors
APPROVAL DATE: April 14, 2008

DIRECTIVE:

To ensure all transit services be provided in a way that does not discriminate against persons with disabilities and to full comply with the intent of the Americans with Disabilities Act of 1990.

DEFINITIONS:

Americans with Disabilities (ADA)-Passed by Congress in 1990, this act mandates equal opportunities for persons with disabilities in the areas of employment, transportation, communications and public accommodations. Under this Act, most transportation providers are obliged to purchase lift-equipped vehicles for their fixed route services and must assure system-wide accessibility of their demand response services to persons with disabilities. Public transit providers also must supplement their fixed route services with complementary paratransit services for those persons unable to use fixed route service because of their disability.

PROCEDURE:

No person shall be denied access to participate in transit service, programs, or activities simply because a person has a disability.

Country Neighbor Program, Inc. will provide programs and services in the most integrated setting possible.

Country Neighbor Program, Inc. will establish eligibility standards or rules that ensure individuals with disabilities and equal opportunity to enjoy their services, programs, or activities.

Country Neighbor Program, Inc. will establish policies, practices, and procedures that ensure equal access to individuals with disabilities.

Country Neighbor Program, Inc. will furnish auxiliary aids and services when necessary to ensure effective communications.

Country Neighbor Program, Inc. may provide special benefits, beyond those required by the regulations, to individuals with disabilities.

Country Neighbor Program, Inc. will not require an individual with a disability to accept a special accommodation or benefit if the individual chooses not to accept it.

Country Neighbor Program, Inc. will not place special charges on individuals with disabilities to cover the costs of measures necessary to ensure nondiscriminatory treatment, such as making modifications required for program accessibility.

Country Neighbor Program, Inc. will operate so that, when viewed in its entirety, the system is accessible to and usable by individuals with disabilities.

RESPONSIBILITIES:

The Transportation Supervisor and the Governing Board shall be as responsible for compliance.

Country Neighbor Program, Inc.
Policy Manual
P.O. Box 212, 39 S. Maple St., Orwell, OH 44076

SUBJECT: JOB DESCRIPTION	SECTION: AGENCY INFORMATION

EFFECTIVE DATE: April 14, 2008	REPLACES:
APPROVED BY: Board of Directors	
APPROVAL DATE: April 14, 2008	

DIRECTIVE:

To provide current information on all positions offered by Country Neighbor Program.

DEFINITIONS:

The following is a list of commonly used job analysis terms:

- Job duty - a single specific task.
- Knowledge - a body of information applied directly to the performance of a duty.
- Skill - a present, observable competence to perform a learned activity.
- Ability - a present competence to perform an observable behavior or a behavior that results in an observable product.
- Physical characteristic - the physical attributes employees must have in order to perform job duties; unaided or with the assistance of a reasonable accommodation.
- Credentials and Experience - the minimal acceptable level of education, experience, and certifications necessary for employment.
- Other Characteristics - duties, knowledge, skills, and abilities that do not have a logical place in the job description.

PROCEDURE:

All employees will be provided a copy of their job description.

Each employee will be required to review the job description and sign and date the file copy.

A signed copy of the job description will be kept in the employee's personnel file.

Each job description will include the following:

1. Title of job
2. Responsibilities/Duties
3. To whom the position reports
4. Credentials and Experience
5. Physical characteristics
6. Required skills, knowledge and abilities
7. Human Resources will review and update as necessary.

All job descriptions must be compliant with the Americans with Disabilities Act (ADA)

RESPONSIBILITIES:

Human Resources will ensure that all job descriptions are reviewed and updated on an annual basis.

Country Neighbor Program, Inc.
Policy Manual
P.O. Box 212, 39 S. Maple St., Orwell, OH 44076

SUBJECT: SERVICE AREA

SECTION: Agency Information

EFFECTIVE DATE: April 14, 2008

REPLACES:

APPROVED BY: Board of Directors

APPROVAL DATE: April 14, 2008

DIRECTIVE:

To ensure compliance with the Americans with Disabilities Act (ADA) by providing the same level of service to individuals with disabilities as to other individuals throughout the entire established service area.

DEFINITIONS:

Service area is the geographic area in which Country Neighbor Program, Inc. will provide transportation of passengers.

PROCEDURE:

All passengers, regardless of disability, will have access to the entire established service area.

Contracts for transportation services may stipulate a specific service area but may not exclude any participating client based on disability status.

RESPONSIBILITIES:

The Transportation Supervisor is responsible for compliance.

Country Neighbor Program, Inc.
Policy Manual

P.O. Box 212, 39 S. Maple St., Orwell, OH 44076

SUBJECT: SERVICE HOURS

SECTION: Agency Information

EFFECTIVE DATE: April 14, 2008
APPROVED BY: Board of Directors
APPROVAL DATE: April 14, 2008

REPLACES:

DIRECTIVE:

To establish operational hours for providing public transportation.

PROCEDURE:

Accessible service will be offered during the same days and hours as non-accessible service.

The Country Neighbor Program, Inc will operate Monday through Friday with the following operating hours, on a dial-a-ride basis:

Monday:	3:30 a.m. to 6:00 p.m. or as needed
Tuesday:	3:30 a.m. to 6:00 p.m. or as needed
Wednesday:	3:30 a.m. to 6:00 p.m. or as needed
Thursday:	3:30 a.m. to 6:00 p.m. or as needed
Friday:	3:30 a.m. to 6:00 p.m. or as needed
Saturday:	On an as needed basis, i.e. dialysis
Sunday:	On an as needed basis, i.e. dialysis

Holidays

Country Neighbor Program, Inc. will be closed in observance of the following holidays:

New Years Day (January 1st)

Martin Luther King Day

Memorial Day

Independence Day (July 4th)

Labor Day

Thanksgiving Day

Limited service on Christmas Eve (December 24th)

Christmas Day (December 25th)

Limited transportation may be provided on holidays, i.e. dialysis.

Please refer to Inclement Weather Policy (See Safety Section, Page 42 of this manual) for other weather-related emergency closings.

RESPONSIBILITIES:

The Transportation Supervisor is responsible for ensuring that transportation services are provided as noted above.

Country Neighbor Program, Inc.
Policy Manual
P.O. Box 212, 39 S. Maple St., Orwell, OH 44076

SUBJECT: ACCESS TO INFORMATION SECTION: Agency Information

EFFECTIVE DATE: April 14, 2008 REPLACES:
APPROVED BY: Board of Directors
APPROVAL DATE: April 14, 2008

DIRECTIVE:

To meet the intent of the Americans with Disabilities Act (ADA) by ensuring that all persons have appropriate access to brochures and Riders Guides.

PROCEDURE:

Brochures and other printed materials are available in alternative formats upon request.

A statement that the information is available in alternative format will be included on all brochures and printed materials.

A TTY/TDD or the Ohio Relay number (1-800-750-0750) will be included in all printed or internet materials with phone numbers listed. TTY/TDD or the Ohio Relay number will be included in all radio and TV commercials (public service announcements).

RESPONSIBILITIES:

The Transportation Supervisor is responsible for assuring that transportation services are provided as noted above.

Exhibit II

(Fee Schedule/Budget)

Country Neighbor Program

Rate / Fee Schedule and Definitions:

Rate Type:	Rate Amount:	Definition Specifications:
Unit Cost Per Mile:	\$ 2.09	Country Neighbor charges a flat, per mile fee of \$2.09. There are no additional fees for "wait time" or "lift drops". Mileage begins from our Home Vehicle Lot at: 2693 State Route 322, Orwell, Ohio and back unless the vehicle is already out in service. If the vehicle is in service, mileage begins from the drop off point of the previous passenger to the new passenger's pick-up address, then to their destination and back home. Or, back to the Home Vehicle Lot if there are no further trips scheduled for the given driver.
Round Trip - Flat Rate per mile	\$ 2.09	A "round trip" starts when leaving a specified location (Home Lot or the last drop off destination of previous customer), pick up the customer, take them to their destination, and return them to their home. If the driver has no other runs scheduled, then the trip ends at the Country Neighbor Home Vehicle Lot. If the driver has another run, then the trip ends at the customer's return home.
Shared Rides:	NA	If all riders utilize the same funding source, the total trip miles are divided by the number of individuals sharing that trip and each individual is billed their share. If different funding sources, all going to the same destination area, the total trip miles are divided equally by the number of individuals and billed as such to each funding source.

ACJFS #4-22

Country Neighbor Program, Inc.
Health Related Transportation Budget
October 1, 2022 through September 30, 2023

**Applicant Budget
Summary**

Applicant: Country Neighbor Program, Inc.	
Date From: October 1, 2022	To: September 30, 2023

	Amount
I. Staff	
A. Salaries	\$ 209,819.00
B. Payroll-Related Expenses	\$ 21,838.00
Total Staff Costs	\$ 231,657.00
II. Operations	
A. Travel and Short-Term Training	\$ 1,300.00
B. Consumable Supplies	\$ 37,925.00
C. Occupancy Costs	\$ 14,010.00
D. Contract and Professional Services	\$ 41,500.00
E. Other - Miscellaneous	\$ 27,549.50
Total Operational Costs	\$ 122,284.50
III. Equipment	
A. Equipment Depreciation	\$ -
B. Small Equipment Purchases	\$ -
C. Leased and Rented Equipment	\$ -
Total Equipment Costs	\$ -
Sub- Total of All Costs	\$ 353,941.50
IV. Minus Other Program Resources	\$ -
Total Program Costs	\$ 353,941.50

Budget Computation

Total Operating Expenses	\$ 353,941.50
Divided by Total Operating Units	169,350.00
= Unit Rate	\$ 2.09

Unit Rate	\$ 2.09
X number of units purchased	169,350.00
= Total Contract Amount	\$ 353,941.50

Unit = Example: 1 meal, 1 hour

I. A. Salaries

Position Title	Salary	Frequency i.e. hour, week, month, year	% of Time to Program	Program Salary
Executive Director	\$ 79,790.00	Annual		\$ 21,543.00
Assistant Director	\$ 45,750.00	Annual		\$ 12,810.00
Administrative Assistant/Bkcp	\$ 32,000.00	Annual		\$ 8,960.00
In-Home Serv Supervisor	\$ 29,510.00	Annual		\$ 2,361.00
Receptionist	\$ 24,280.00	Annual		\$ 6,798.00
Data Support/Backup Recept	\$ 24,440.00	Annual		\$ 6,843.00
Transportation Supervisor	\$ 30,160.00	Annual		\$ 14,628.00
Transportation Assistants	\$ 53,560.00	Annual		\$ 20,111.00
Drivers	\$ 274,376.00	Annual		\$ 115,115.00
Facility Maintenance	\$ 10,270.00	Annual		\$ 650.00
Total Salaries				\$ 209,819.00

I. B. Payroll-Related Expenses

I. B. Payroll-Related Expenses	
	Amount
PERS or Social Security	\$ 16,051.00
Worker's Compensation	\$ 3,672.00
Unemployment Insurance	\$ 1,260.00
Retirement Expenses	\$ 500.00
Hospitalization	
Other (identify) Life Insurance	\$ 355.00
Other (identify)	
Other (identify)	
Total Payroll-Related Expenses	\$ 21,838.00

II. A. Travel and Short-Term Training

	Amount
Mileage Reimbursement rate per mile: \$ 0.625	\$ 100.00
Short-Term, Training	\$ 1,200.00
Total Travel and Short-Term Training	\$ 1,300.00

II. B. Consumable Supplies

Type	Amount
Office Supplies	\$ 1,050.00
Cleaning Supplies	\$ 350.00
Other (identify) Fuel	\$ 36,525.00
Other (identify)	
Total Consumable Supplies	\$ 37,925.00

II. C. Occupancy Costs

	Amount
Rent	\$ 4,500.00
Usage allowance/depreciation @ rate of original acquisition cost of Program Square Footage divided by Provider Square Footage	
Maintenance and Repairs	\$ 100.00
Utilities (if not included in rent) must be itemized	
Heat	\$ 540.00
Electric	\$ 1,920.00
Water	\$ 200.00
Telephone	\$ 6,510.00
Sewer	\$ -
Other (identify) Garbage	\$ 240.00
Other (identify)	
Total Occupancy Costs	\$ 14,010.00

II. D. Contract & Professional Services - Consulting, System Support, etc.

Identify Each Contract of Service	Amount
Audit	\$ 3,500.00
Technology & Software	\$ 7,500.00
D&O Insurance	\$ 750.00
Employee Testing	\$ 1,500.00
Contract Labor	\$ 500.00
Liability Insurance	\$ 2,750.00
Vehicle Insurance	\$ 25,000.00
Total Contract & Services Costs	\$ 41,500.00

II. E. Other-Miscellaneous

Identify Miscellaneous Expenses	Amount
Licensure	\$ 1,500.00
Advertising	\$ 400.00
Dues & Subscriptions	\$ 100.00
Equipment Maintenance	\$ 250.00
Vehicle Maintenance	\$ 25,000.00
Miscellaneous Expense	\$ 299.50
Total Miscellaneous Costs	\$ 27,549.50

[illegible]

III. B. Small Equipment Purchases (Equipment costing under \$25,000)

Item	Quantity	Amount
Total Small Equipment Purchases		\$ -

III. C. Leased and Rented Equipment

Item	Quantity	Amount
Total Leased and Rented Equipment		\$ -

IV. Other Program Resources

Source	Amount
Total Other Resources	\$ -



Office of Auditor of State
88 East Broad Street
Post Office Box 1140
Columbus, OH 43216-1140

Auditor of State - Unresolved Findings for Recovery Certified Search

(614) 466-4514
(800) 282-0370

I have searched The Auditor of State's unresolved findings for recovery database using the following criteria:

Contractor's Information:

Name: ,
Organization: **Country Neighbor Program Inc.**
Date: **9/1/2022 9:47:27 AM**

This search produced the following list of 7 possible matches:

Name/Organization	Address
Harrison County Democratic Executive Committee	80900 Slab Camp Road
Lawrence County Educational Service Center	304 N. 2nd Street
Lawrence County Schools Council of Governments	304 N. 2nd Street
Lucas County Republican Party	10 S. Superior St.
Lucas County Republican Party	10 S. Superior Street
Noble County Law Library Association	300 County Court House
Village of Bethel Mayor's Court	

The above list represents possible matches for the search criteria you entered. Please note that pursuant to ORC 9.24, only the person (which includes an organization) actually named in the finding for recovery is prohibited from being awarded a contract.

If the person you are searching for appears on this list, it means that the person has one or more findings for recovery and is prohibited from being awarded a contract described in ORC 9.24, unless one of the exceptions in that section apply.

If the person you are searching for does not appear on this list, an initialed copy of this page can serve as documentation of your compliance with ORC 9.24(E).

Please note that pursuant to ORC 9.24, it is the responsibility of the public office to verify that a person to whom it plans to award a contract does not appear in the Auditor of State's database. The Auditor of State's office is not responsible for inaccurate search results caused by user error or other circumstances beyond the Auditor of State's control.

Signature Page

Re: An agreement between Ashtabula County Job & Family Services and **Country Neighbor Program, Inc.** for a **Health Related Transportation Contract for FY 2023.**

Approved as to Legal Form Only:

By: Colleen M. O'Toole
Colleen M. O'Toole
Ashtabula County Prosecutor

Date: 9/2/22
MJH 9.1.22

FISCAL OFFICER'S CERTIFICATE

5705.41 O.R.C.

The undersigned, County Auditor of Ashtabula County, hereby certifies that the amount required to meet the obligations of the County during the year 2022 under the Agreement has been lawfully appropriated for that purpose and is in the Treasury of the County or in the process of collection to the credit of: **2006.030.100-601 Contract Services**; not to exceed **\$88,485.38**, and free from any previous encumbrances.

Agreement Title: A **Health Related Transportation Contract** between **Ashtabula County Job & Family Services** and **County Neighbor Program, Inc.**



David Thomas
Ashtabula County Auditor

Date: _____

9/12/22

PURCHASE OF TRANSPORTATION SERVICE CONTRACT FOR HUMAN SERVICE PROGRAMS

Contract # 23-3007-ERT

This contract made and entered into on the 1st day of October 2022 by and between the Ashtabula County Job & Family Services and the Ashtabula County Board of County Commissioners or its governing body (hereinafter referred to as ACJFS), and Richmond Transportation located at: 5456 Main Avenue, Ashtabula, Ohio 44004 (business mailing address: 2423 Deerfield Drive, Ashtabula, Ohio 44004), and whose phone number is: 440-998-0080 or 440-964-9403, (hereinafter referred to as Provider) to provide transportation services for a variety of programs to ACJFS.

Pursuant to Chapter 5101 of the Ohio Revised Code, and rules promulgated by the Ohio Department of Job & Family Services, the ACJFS is authorized to contract with public or private agencies for the purchase of services. The following are the terms of the contract.

1. **Purchase of Service:** Subject to terms and conditions set forth in this contract and the attached Exhibits (such exhibits are deemed to be a part of this contract as fully as if set forth herein), ACJFS agrees to purchase for, and Provider agrees to furnish to, eligible individuals those specific services as detailed in Exhibit I, (the Request for Proposal and the Provider's Proposal).
2. **Purpose:** ACJFS and Provider agree to coordinate services detailed in Exhibit I, and to make all reasonable efforts to coordinate with other service providers, to establish a cooperative, comprehensive county plan for an effective ACJFS transportation program. Provider agrees to ensure that the funds included in this Agreement are used, and the family services duties for which the grants are awarded are performed, in accordance with conditions, requirements and restrictions applicable to the duties established by the Departments and state and federal and local laws, as well as the federal terms and conditions of the grant award.
3. **Contract Period:** This contract will be effective from October 1, 2022 through September 30, 2023 inclusive, and thereafter subject to renewal, at ACJFS' option, for up to two (2) additional time periods unless otherwise terminated.
4. **Availability of Funds:** Payment for all services provided in accordance with provisions of this contract are contingent upon availability of (and will not exceed the total of) local, state and federal matching funds. The total amount of reimbursement available under this contract will not exceed:
\$ 30,000.00
5. **Cost and Delivery of Purchased Services:** Subject to the limitations specified in Article 4 hereof and as detailed in Exhibit II showing individual rates.
6. **Eligibility of Services:** Eligibility shall be considered when ACJFS determines the participant to be eligible for one or more of the following programs: **OWF, SNAP ET/ABAWD, SNAP ET, LEAP, PRC**. Employees of the Provider cannot transport their own family or themselves to appointments that are paid for by ACJFS. Exceptions to this policy will be reviewed and approved or denied on a case by case basis by ACJFS.
7. **Non-Eligible Service:** Individuals who are not eligible for the Human Services programs may use

transportation as space permits, with the cost of service being recovered as outlined in a separate agreement by Provider and the referral agency. Individuals eligible for ACJFS Programs shall have priority over all others when ACJFS has authorized the purchase of service.

8. **Fees:** No additional fees will be charged by the service provider to ACJFS eligible individuals for authorized service. Non ACJFS clients who may ride with that individual will be charged the normal and customary fare.
9. **No Show Fees:** A Provider cannot charge “no show” fees due to state Medicaid payment rules that do not allow billing for services not rendered.
10. **Payment for Purchased Service:** Monthly invoices are due to ACJFS by the 15th of the month following the month of service. Repeated untimely and/or incorrect invoices will be grounds for termination pursuant to Contract Section 14, Termination. ACJFS is not responsible for delayed payments due to late, incorrect or incomplete invoices. All invoices submitted will be subject to audit and adjustments by ACJFS and the Ohio Department of Job and Family Services (ODJFS) after payment is made. Attention is directed to Contract Section 25, Responsibility for Audit Exceptions.
11. **Invoice Format:** Provider’s invoice will consist of:
 - (1) A one-page summary invoice signed by an authorized representative and will include:
 - Contract number
 - Service month and year
 - Provider’s name, address, telephone number and billing contact person’s name
 - Total amount invoiced for the month
 - (2) An electronic spreadsheet (provided by ACJFS or another approved format agreed to by both ACJFS and Provider). Provider will include all service provided during the service month on the spreadsheet and the following information for each trip:
 - ACJFS program to be charged
 - Date of trip
 - Client last name
 - Client first name
 - Client pickup address
 - Client destination address
 - Stop(s) address(es)
 - PCA (personal care assistant) name(s) or indication if person is a PCA
 - Total trip mileage
 - Mileage rate
 - Number of one-way trips per passenger
 - Wait start & stop times
 - Total wait minutes being charged
 - Wait time rate
 - Indication if trip is a lift
 - Total trip charge
 - Indication of whether trip was shared with other ACJFS client (to split cost of trip)
 - Driver’s name
 - Report no-shows and cancellations as that could affect the eligibility of the client.
12. **Splitting the Cost of Trips:** Provider is required to split the charge among all ACJFS client passengers

for multiple passenger trips.

13. **Duplicate Billing:** Provider warrants that claims made to ACJFS for payment for purchased services shall be for actual services rendered to eligible individuals and do not duplicate claims made by Provider to other sources of public funds for the same service.
14. **Amendment of Contract:** This contract may be amended at any time by a written amendment signed by both parties.
15. **Termination:**
 - a. In the event that Provider does not faithfully and promptly perform its responsibilities and obligations under this contract as determined by ACJFS, ACJFS may terminate the contract by providing Provider with written notice thirty days in advance of the termination date.
 - b. In the event that ACJFS does not faithfully and promptly perform its responsibilities and obligations under this contract, Provider may terminate the contract by providing ACJFS with written notice thirty days in advance of the termination date.
 - c. This contract may be terminated by mutual agreement of the parties. If terminated under this provision, the effective date of termination will be thirty days after the date on which the two parties reach their decision.
 - d. Notwithstanding Sections (a), (b), and (c) of this Article, if the federal and/or other funds designated for the individual program are not available or substantially reduced to ACJFS in an amount adequate to support the activities under this contract as determined by ACJFS, ACJFS may terminate this contract. Such termination is not subject to advanced written notice but will be effective on the date federal and /or other funds are no longer available, or later as stipulated by ACJFS and all reimbursement to Provider will cease as of that date.
16. **Subcontracting:** When deemed necessary to deliver services of the quantity and quality specified in Exhibit I, Provider may subcontract. All such subcontracts will be in the same form as this contract and subject to the same terms, conditions, and covenants contained herein. No such subcontracts shall in any case release Provider of its liability under this contract. Provider is responsible for making direct payment for such services.
17. **Independent Contractors:** Providers, agents, and employees of Provider or the subcontractors will act in performance of this contract in an independent capacity and not as officers or employees or agents of the State of Ohio or ACJFS.
18. **Vehicle Maintenance and Inspection:** The Provider agrees to provide documentation upon request that an annual vehicle inspection for each vehicle has been conducted by the Ohio State Highway Patrol safety inspection unit, or a certified mechanic as outlined in Exhibit I (Request for Proposal) Appendix I-A. The failure to provide documentation may result in suspension of the contract and/or contract termination.
19. **Background Checks:** The Provider agrees to provide background checks of all employees that provide direct services to transportation participants and provide copies of the background checks to ACJFS within 30 calendar days of entering into an agreement and within 30 days of new hire background checks.

20. **Incident and Accident Reports:** Provider will provide ACJFS with a written report of all incidents or accidents within 48 hours of the occurrence. Reports will be provided immediately or as soon as reasonably possible in cases of ACJFS passenger injury or death.
21. **On Time Performance:** The Provider agrees to arrive within the range time. Range time is defined as 15 minutes either side of the scheduled time. Provider agrees to ensure at least a 95% on time performance rate. Any questions regarding a pickup must be verified with Provider's base while the driver is at the pick-up site. If the late pick up is a result of Provider's inability to locate the pick-up site, ACJFS will not pay for additional mileage incurred while attempting to locate the pick-up site.
22. **Complaint Procedure:** Provider and ACJFS will implement a written complaint procedure to report and resolve any passenger complaints.
23. **Communication:** Provider vehicles and/or drivers will be equipped with some form of two-way communication at all times, i.e., two-way radio, cellular phone.
24. **Financial Records:** The Provider shall maintain independent books, records, payroll, documents, accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract. Such records shall be subject at all reasonable times for inspection, review, or audit by duly authorized federal, state, and ACJFS personnel. Such records shall also be subject to inspection by the individual or entity selected for the audit required by Article 25 of this contract.
25. **Responsibility for Audit Exceptions:** Provider agrees to accept responsibility for receiving, replying to, and/or complying with any audit exception by appropriate state or federal audit directly related to the provisions of this contract.
26. **Availability and Retention of Records:** All records relating to costs, work performed and supporting documentation for invoices submitted to ACJFS by the provider along with copies of all deliveries submitted to ACJFS pursuant to this contract shall be retained and made available by the provider for audit by the State of Ohio (including but not limited to ODJFS, the Auditor of the State of Ohio, Inspector General or duly appointed law enforcement officials) and agencies of the United States government for a minimum of three years after payment under this contract. If an audit is initiated during this time period, the provider shall retain such records until the audit is concluded and all issues resolved.
27. **Confidentiality:** Provider agrees that information concerning eligible individuals shall only be used in support of the ACJFS programs. Disclosure of information by Provider, Provider's employee's, Provider's Sub or Independent contractor for any other purpose is prohibited except upon the written consent of the eligible individual. Both Provider and ACJFS will complete the necessary consent forms with participants so that information can be exchanged as needed.
28. **Civil Rights:** ACJFS and the Provider agree that as a condition of this contract, there shall be no discrimination against any client or any employee because of race, color, sex, religion, national origin, or any other factor as specified in Title VI of the Civil Rights Act of 1964 and subsequent amendments. The Provider hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.); Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794); the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.); all provisions required by the implementing regulations of the Department of Agriculture and Department of Health and Human Services; Department of Justice Enforcement Guidelines (28 CFR Part 50.3 and Part 42) and Department of Agriculture, Food and Nutrition Services (FNS) directives

and guidelines, to the effect that, no person shall on the grounds of race, color, national origin, sex, religious creed, age, political beliefs, disability, or reprisal or retaliation for prior civil rights activity, be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under any program or activity for which sub-grantee receives Federal financial assistance from FNS. In addition, the Provider agrees to provide assistance to persons with Limited English Proficiency (LEP) in their programs and activities as further outlined in Executive Order 13166, reprinted at 65 FR of the Title VI Civil Rights Act. It is further agreed that the Provider will comply with all appropriate federal and state laws regarding such discrimination and the right to any method of appeal will be made available to all persons served under this contract. Any non-compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this contract.

29. Indemnity and Insurance:

a. **Indemnity:** Provider agrees that it will, at all times during the existence of this contract, indemnify and save harmless the ACJFS and the Ohio Department of Job & Family Services and their employees, and the Ashtabula County Commissioners, against any and all liability, loss, damage, and/or related expenses incurred through the provision of services under this contract.

b. **Insurance:** Provider will maintain insurance coverage in an amount reasonably necessary to adequately secure the persons and estates of eligible individuals against reasonable foreseeable torts which could cause injury or death resulting from the lawful performance of this Contract.

Minimum coverage for General Liability in the amount of \$1,000,000.00 each occurrence and Automobile Liability \$1,000,000.00 each occurrence. Any lapse in coverage may result in suspension of the contract and/or contract termination.

30. Monitoring and Evaluation: ACJFS and the Provider will monitor the manner in which the terms of the contract are being carried out. ACJFS reserves the right to schedule monitoring visits at regular intervals or may request detailed reports from the Provider. The Provider agrees to provide ACJFS reports relative to the effective operation of the program as specified in Exhibit I. ACJFS may perform at least one on-site monitoring visit during the contract period. Provider and ACJFS may meet at mutually agreed upon times for the purpose of reviewing service data and contract issues.

31. Accessibility of Program to the Public: ACJFS and Provider agree to make all reasonable efforts to allow public access to the program by providing convenient hours for public contact, and adequate availability of staff for public inquiries.

32. Accessibility to the Handicapped: Provider agrees as a condition of the contract to comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), all requirements imposed by the applicable HHS regulations (45CFR, Part 84) and all guidelines and interpretations issued pursuant thereto. Any agency found to be out of compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this contract.

33. Maintenance of Service: The Provider certifies that the services being reimbursed are not available from the provider on a non-reimbursable basis or for less than the unit cost. The provider certifies that they will not use the federal funds to supplant non-federal funds for services.

34. Referral: ACJFS and Provider agree that the responsibility and control of the referral process remains with ACJFS. Provider will not exclude or reject a referral without the consent of ACJFS.

35. **Equal Employment Opportunity**: The Provider will comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented in Department of Labor regulations 41 CFR Part 60.
36. **Patent Rights, Copyrights and Rights in Data**: All contracts are subject to the provision and conditions of Patent Rights and Copyrights and Rights in Data.
37. **Clean Air**: For contracts exceeding \$100,000.00, the Provider agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 USC §§ AA 7401 et seq.
38. **Debarment**: The Provider certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. For contract exceeding \$100,000.00, the provider shall submit an "Integrity Certification" regarding debarment, suspension, and other responsible matters.
39. **Lobbying**: The Provider certifies that no funds appropriated by this contract will be used for lobbying as described in 31 USC 1352. For contracts exceeding \$100,000.00, the selected provider shall submit a "Certification Regarding Lobbying" as required by 49 CFR part 20.
40. **Licensing**: The Provider agrees to possess and maintain current all applicable business permits and licenses including those relevant to the operation of a taxicab and or transportation service. Any lapse in permits, licenses or certifications will result in contract suspension, pending termination. Provider agrees to provide copies of same to ACJFS upon request.
41. **Americans with Disabilities Act**: The Provider agrees to comply with the Americans with Disabilities Act of 1990.
42. **Child Support Enforcement**: Provider agrees to cooperate with ACJFS and any Ohio Child Support Enforcement Agency (CSEA) in ensuring employees of the provider meet child support obligations established under state law. Further, by executing this contract, the provider certifies present and future compliance with any court order for withholding of support which is issued pursuant to sections 3113.21 and 3113.214 of the Ohio Revised Code.
43. **Partial Invalidity**: A judicial or administrative finding or decision that any part of this contract is illegal or invalid shall not invalidate the remainder of the contract.
44. **Prohibition of Assignment of Claims**: The assignment of claims under the Assignment of Claims Act of 1940, as amended, 31 U.S.C. 3727, 41 U.S.C. 15 is prohibited.
45. **Conflict of Interest**: Provider shall not engage in any conflict of interest actual or apparent, or attempt to influence the selection, award, or administration of a contract under ACJFS.
46. **Accreditation and Compliance with Tax, License and Insurance Requirements**: The Provider shall comply with all federal, state and local laws and accreditation and compliance with tax, license and insurance requirements. All required insurance shall be kept current throughout the term of the contract.
47. **Drug Free Workplace**: The Provider agrees to comply with all federal, state, and local laws relating to the Drug Free Workplace Act.

Therefore, the below listed parties enter into this contract as stated in Sections 1 through 47 inclusive.

SIGNATURES:



Patrick J. Arcaro, Executive Director
Ashtabula County Job & Family Services

09/01/22

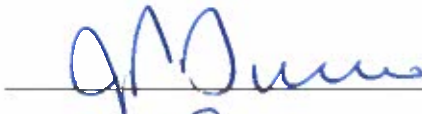
Date



Richmond Transportation

9/8/22

Date



9-20-22

Date



Ashtabula County Board of Commissioners

Exhibit I

(Program Description)

**Request for Proposals
For
Transportation Services**

**Health Related Transportation
Employment Related Transportation**

Issued by:

**The Ashtabula County Job & Family Services
(ACJFS)
2924 Donahoe Drive
Ashtabula, Ohio 44004**

Issue Date:

June 15, 2022

RFP Number:

ACJFS RFP #4-22

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Health Related & Employment Related Transportation Services

I. Introduction

The Ashtabula County Job & Family Services (ACJFS) and the Ashtabula County Board of County Commissioners, or its governing body, is accepting proposals for Transportation Services for within and outside of Ashtabula County serving Ashtabula County residents determined eligible for Prevention, Retention and Contingency (PRC), Ohio Works First (OWF), Food Assistance Employment and Training (FAET), Title XX Social Services Block Grant (Title XX), Non-Emergency Transportation (NET) and/or Pregnancy Related Services (PRS). Transportation options are needed for transport to health care appointments, employment, school, daycare facilities, or other locations deemed necessary under supportive services for FAET.

It is the responsibility of the Applicant to be aware of and maintain all required licenses and certifications necessary to provide the proposed service. Applicant proposals must demonstrate ability and experience in providing the service.

Ride Data

For the period of 10-1-20 to 9-30-21, 27,299 rides were provided to participants of the program/eligibility categories referenced. A ride equals 1 passenger transported 1 way.

The term "Applicant" as used in this RFP refers to the individual or entity submitting a proposal.

The term "Provider" as used in this RFP refers to an "Applicant" who is selected to receive a contract or sub-grant agreement as a result of this RFP process.

The term "Agreement" as used in this RFP refers to either a contract or sub-grant agreement award.

As a result of this RFP process and based on the quality of proposals received, ACJFS may proceed in any of the following manners including but not limited to:

1. Award an agreement to one or more applicants for the provision of transportation services. Agreements are awarded based on available funding per program/eligibility category (PRC, OWF, FAET, Title XX, NET & PRS) and ACJFS' determination of need for each program. ACJFS may award an agreement to an applicant for one or more of the program/eligibility categories.
2. Reject any or all proposals, or any part thereof without cause.
3. Not award an agreement through this RFP process, based on the quality of the proposals submitted.
4. Not select any applicant should ACJFS decide not to proceed.
5. Waive any informality in the proposals.

ACJFS reserves the right, if necessary, to contract with multiple applicants to develop a comprehensive transportation coordination, scheduling, and service delivery plan to best meet the needs of those determined eligible for program/eligibility categories.

II. RFP Schedule and Submission Information:

RFP Schedule of Important Dates:

RFP Release	Date: 6-15-22
Question Period Begins	Date: 6-15-22
Pre-Proposal Conference	Date: 7-6-22 @ 10:00 a.m.
Question Period Ends	Date: 7-6-22 @ 4:00 p.m.
Proposals Due to Ashtabula County Board of Commissioners	Date: 7-14-22 @ 2:30 p.m.
Agreement Effective Date	Date: 10-1-22

Pre-Proposal Conference:

A pre-proposal conference will be held on **Wednesday, July 6, 2022, at 10:00 a.m.** at
ACJFS: 2247 Lake Avenue – OhioMeansJobs office, Ashtabula, Ohio 44004.

Contact Person:

All proposal process questions must be in writing and sent via email or fax prior to **4:00p.m. on 7-6-22** to:

ATTN: Renee Dragon, Program Evaluator
Email: RENEE.DRAGON@jfs.ohio.gov
Fax: 440-998-4253

Proposal Delivery:

Mail or deliver one (1) master copy and three (3) duplicates (total of 4) of the entire written proposal in a sealed envelope or package in the required format to:

The Ashtabula County Board of Commissioners
Attention Lisa Hawkins
25 West Jefferson Street
Jefferson, Ohio 44047-1092

The sealed envelope containing the proposal must be received no later than 2:30 p.m. on 7-14-22
and clearly marked with the applicant's name, address and RFP number:

ACJFS RFP #4-22

III. Applicant Requirements, Inspections and Compliances:

Applicants shall understand, agree, and comply with the following sections:

Requirements:

1. Be a formally organized business or service agency providing the services proposed.
2. Operate the business in compliance with all applicable federal, state, and local laws, and shall comply with:
 - a. non-discrimination laws, federal wage and hour laws, and workers' compensation laws in the recruitment and employment of individuals.
 - b. non-discrimination laws in the provision of services.
 - c. federal rules and statutes take precedence over these conditions in cases where discrepancies between these exist.
 - d. all Federal, State of Ohio, and local laws, rules, executive orders and other legal requirements as they apply to public transportation including drug abuse and alcohol misuse requirements as appropriate.
3. Provide evidence supporting financial responsibility in the coverage of participant loss due to theft, property damage, or personal injury, and have a written procedure which identifies the steps a participant must take to file a liability claim.
4. Have a written procedure for reporting, documenting, investigation and follow-up of all participant incidents and complaints.
5. A provision of any Agreement entered into with ACJFS requires that Applicants must perform background checks of all employees that provide direct services to transportation participants. A criminal background check must be performed in accordance with section 109.572 of the Revised Code for each direct service employee and applicant. The result of the criminal background check must substantiate that no direct service employee or applicant on whom the criminal background check was performed has ever been convicted of or pleaded guilty to any offence listed in divisions (A)(3)(a) to (A)(3)(e) of section 109.572 of the Revised Code.
6. Applicants must comply with the Drug Free Workplace Act.
7. It is the responsibility of the Applicant to be aware of and maintain all required licenses and certifications necessary to provide the proposed service.
8. The Applicant shall document that all utilized vehicles have insurance in compliance with Ohio's financial liability law requirements. A copy of the certificate of insurance and vehicle registration shall be maintained in each vehicle.
9. The Applicant shall document that all vehicle operators and owners maintain proof of financial responsibility as required in section 4509.101 of the ORC for motor vehicles.
10. The Applicant shall document that each vehicle operator has current/valid Ohio motor vehicle operator's license or a license appropriate to the vehicle (i.e., commercial driver's license) and have at least two years of licensed driving experience.
11. The Applicant shall document that an annual OBMV check on vehicle operators has been successfully completed. ACJFS reserves the right to request verification of a current driving record for any direct service worker.
12. The Applicant shall ensure that drivers are trained and knowledgeable in hands-on transfer techniques prior to transporting participants which will include but not be limited to: observation for signs of difficulty, proper way to offer to assist participant, proper assistance techniques and that each operator has been trained and skill-tested in the proper use of the wheelchair lift and securing mechanisms prior to transporting any wheelchair-bound participant.

Inspections and Compliances:

The Applicant is responsible for assuring the safety of each vehicle used to transport participants according to these standards:

1. The Applicant shall have a written plan for regularly scheduled maintenance and safety inspection of vehicles used and must document compliance with the plan.
2. Per O.R.C. 4766.04(A) any person who furnishes, operates, conducts, maintains, advertises, engages in, or proposes or professes to engage in the business or service of transporting people who are seriously ill, injured, or otherwise incapacitated or who require the use of a wheelchair or are confined to a wheelchair are required to be licensed by the Ohio Division of Emergency Medical Service.

3. All vehicles shall:
 - a. Be equipped with seat belts for each individual transported, unless the vehicle is exempted by state law.
 - b. Have documentation that an annual safety inspection has been conducted through either the Ohio State Highway Patrol safety inspection unit, or a certified mechanic as outlined in Appendix I-A.
 - c. Vehicles designed for transporting five or more individuals shall be equipped with emergency equipment specified in Appendix I-A.
4. Vehicles equipped for transporting participants remaining in wheelchairs shall:
 - a. Be equipped with permanently installed floor wheelchair restraints for each wheelchair position used
 - b. Have documentation of daily inspection and testing of the wheelchair lift prior to transporting any participant that day as outlined in Appendix I-B.

IV. Proposal Specifications & Format:

Proposal Information:

All proposals submitted in response to the RFP will become the property of ACJFS and may be returned only at ACJFS' option and at the applicant's expense. In order to ensure fair and impartial evaluations, Proposals and any documents or other records related to a subsequent negotiation for a final agreement that would otherwise be available for public inspection and copying under section 149.43 of the Ohio Revised Code shall not be available until after the award of the agreement.

Proposal Cost:

The costs of developing proposals are entirely the responsibility of the applicant and shall not be chargeable to ACJFS under any circumstances. ACJFS is under no obligation to compensate the applicant for any expenses incurred as a result of the RFP process.

Proposal Communication:

From the issuance date of this RFP, until the evaluation of proposals has concluded, there may be no communications concerning this RFP between any applicant or possible applicant and any employee of ACJFS, or any other individual who in any way is involved in development or selection process of this RFP or the submitted proposals. All verbal communication must be restricted to the pre-proposal conference. Questions must be submitted in writing. Any verbal questions will not be answered except at the pre-proposal conference. Attempts to make prohibited communications by potential applicants may result in the disqualification of those applicants' proposals.

Proposal Format:

To assure each proposal receives the same orderly review, it is required that all proposals be submitted in the format as described in this section. Proposals must be easily reproduced, on quality paper, single spaced, clearly formatted to Times New Roman (or similar) 12-point font, and not stapled (please use binder clips or paper clips, if possible.) The proposal, including one (1) master, and three (3) copies, must be in a sealed envelope. Each section 1 - 4 will be clearly identified with cover pages provided, and if possible, identification on each page explaining to which section it belongs.

The proposal must be organized in the following format:

Cover Page (not provided) - A proposal cover page is required, including the applicant's name, the RFP title & RFP number. The cover page must clearly identify the proposal as a "master" or "copy".

Proposal Checklist - (Attachment E) must be submitted with "Master" copy only. If an Applicant feels that any of the required documents is not applicable to their organization, a narrative is required and must be submitted with the appropriate cover page.

Section 1 - Application Information (Attachment A):

Applicants will complete this section, identifying organization name, address, and other background information. The master copy of each proposal must have an original applicant information page with an original signature in blue ink. The proposal must be signed by an individual who is authorized to bind the applicant contractually. The signature must indicate the title or position the individual holds in the applicant's organization. Unsigned proposals will be rejected.

Section 2 - Required Documents:

Applicants shall submit the following with their proposal: (Cover pages are provided in Attachment C for each item and must be included with the proposal, preceding and identifying each required document).

A. Financial Statement Requirement: (with master copy only)

1. Most recent Financial Audit (prepared in accordance with Auditing Standards Generally Accepted in the United States of America). The audit report must cover a twelve-month period and be within the applicant's most recent two fiscal years.

-or-

2. If the applicant does not normally have an independent audit, ACJFS will accept a Compilation or Review Report prepared by an independent accountant for the applicant's most recent fiscal year end. The statement must be prepared in accordance with Statements on Standards for Accounting and Review Services Issued by the American Institute of Certified Public Accountants. These statements are prepared in accordance with Generally Accepted Accounting Principles (GAAP).

In lieu of financial statements prepared on the accrual basis (GAAP), ACJFS will accept financial statements prepared on the cash or income tax basis of accounting with full disclosure.

- B. Articles of Incorporation
- C. Proof of Liability Insurance/Other Required Insurance
- D. Equal Employment Opportunity - Affirmative Action Plan
- E. Professional or Operating licenses
- F. Documents used for Monitoring
- G. Employee Training Program description
- H. If applicable: a copy of the license(s) to operate the taxicab company in each area of service
- I. Documentation of licensure and certification by the Ohio Division of Emergency Medical Service, if applicable
- J. Affidavit of Delinquent Personal Property Tax ORC 5719.042
- K. Affidavit of Non-Collusion
- L. Non-Discrimination Agreement O.R.C. 153.59
- M. Representations, Assurances, and Certifications document
- N. Certification Regarding Lobbying
- O. OMB Circular 2 CFR 200 Audit Certification Form
- P. Background checks of all employees that provide direct services to transportation participants.

Section 3 - Program Planning and Development:

The Program Planning and Development section must include the following information:

- A. Program description: Provide a description of how the program service specifications will be fulfilled. The description should demonstrate the applicant's understanding of the program as described in the RFP.
- B. Provide a summary of service and description for each of these areas:
 1. Days and hours service is available. ACJFS seeks to provide services 24 hours a day, 7 days per week.
 2. The number of years the applicant has been providing service(s) similar to the proposed service(s), resulting in relevant experience.
 3. Specifications:
 - (a). A detailed description of the Applicant's method of calculating a trip charge. ACJFS reserves the right to negotiate with individual applicants the method of charging trip mileage.

- (b). Define a round trip ride.
 - (c). Describe the method of charging a "shared" trip.
 - (d). Number of vehicles used to provide service, passenger capacities and number of wheel-chair lift equipped vehicles.
 - (e). Identify procedures to efficiently provide services to multiple passengers while avoiding excessively long trips.
 - (f). Schedule trips to ensure that the average waiting time for pick-up or delivery does not exceed fifteen (15) minutes from the stated pick-up or delivery time.
 - (g). Develop procedures to accommodate last minute requests, scheduling changes, late running vehicles and "no-shows".
 - (h). Assure that ninety percent (90%) of shared-ride trips take no more than 30 minutes more than the time required to accomplish the same trip, at the same time of day, under the same weather and traffic conditions, as on a non-shared basis.
 - (i). Report all incidents, accidents or complaints to ACJFS within 24 hours of the occurrence. Any accident involving passenger injury needs to be reported to ACJFS immediately or if during
- C. Geographic service areas: Applicants shall provide a narrative that addresses how they plan to deliver services both within and outside of Ashtabula County.
 - D. Organizational structure: State the history of the applicant organization. Include date of incorporation, main source of financial support, organizational chart, Board of Trustees and/or Advisory members.
 - E. Applicant/Staff Qualifications: An explanation of qualified staff associated with the proposed service must be provided, as well as job descriptions for all positions addressed in the program description and budget in order to demonstrate an acceptable level of staff experience and capabilities in performance of the proposed service.

When completing sections 2 and 3, if an applicant feels that one or more of the requirements does not apply, a narrative reflecting the reason a requirement does not apply must be included.

Section 4 - Applicant Budget (Attachment B):

An electronic copy of applicant budget is available upon request.

All applicants are required to submit an Applicant Budget (Attachment B) which establishes a unit rate(s) for the proposed service. The unit rate shall include all costs associated with program including administrative, training, and record documentation. All rates included in the proposal are subject to negotiation if an applicant is awarded an agreement.

Unit of Service:

1. A unit of service is equal to one mile.
2. Proposals must include a standard all-inclusive rate per mile for all forms of transportation, all types of vehicles (standard passenger vehicle, van or mini-van, or wheelchair lift equipped vehicle). The standard rate must cover all trips either within Ashtabula County or Outside of Ashtabula County. The rate shall not include any type of "base" or "surcharge" fee.

Published Public Rates: Proposals must include published public rates if the Provider offers services to the general public.

V. Evaluation and Selection Process:

Proposal Evaluation:

The review process will be conducted in two (2) stages. Stage 1 will consist of a preliminary review to ensure that the proposal adheres to the minimum requirements specified in the RFP. Proposals which adhere to the minimum requirements will be deemed "Qualified". Those which do not, will be deemed "Non-Qualified". Partial submissions or proposals submitted after the designated deadline will be determined to be "Non-Qualified". "Qualified" proposals will then be reviewed in Stage 2, in accordance with the review process.

Stage 1 Review:

“Qualified” proposals in response to the RFP must meet the following requirements:

1. **Timely Submission** - The proposal is received at the address designated in the RFP and according to instructions. Proposals mailed but not received at the designated location by the specified date will be deemed “Non-Qualified” and will not be considered.
2. **Completeness of Submission** - proposal submission must include:
 - a. Required number of copies: 1 master and 3 copies (4 total)
 - b. Section 1 Applicant Information Page (Attachment A)
 - c. Section 2 Required Documents A,B,C,D,E,F,G,H,I,J,K,L,M,N,O,P
 - d. Section 3 Program Planning & Development
 - e. Section 4 Applicant Budget, Published Public Rates, Other Negotiated Rates

Proposals which do not meet all of the above stage 1 review requirements will be deemed “Non - Qualified” and will not be reviewed in stage 2.

Stage 2 Review:

All “Qualified” proposals will be reviewed and evaluated. At any time during the review process ACJFS may request additional information from the Applicant. The evaluation will include, but will not be limited to:

- **Information obtained from Program Planning and Development (Section 3):**
 - A. Applicant’s program description shows understanding of the services requested and provides a detailed description of how the service specifications will be fulfilled.
 - B.1 Ability to adequately service clients according to hours of operation as stated in RFP.
 - B.2 Applicant demonstrates experience with this service or similar service. If experience is not available, applicant shows they qualify to provide the services without prior experience.
 - Applicant has thoroughly defined the method of charging for trips.
 - The Applicant has sufficient vehicle capacity to meet the needs of the program.
 - Applicant demonstrates the ability and experience for scheduling of trips, shared rides, effective utilization of vehicle capacities, problem solve unforeseen changes in trip scenarios.
 - C. Applicant is able to meet the geographical needs of the service area.
 - D. & E. organizational structure, staffing level, qualifications and experience are sufficient to accomplish the requirements of the RFP.
- **Cost of proposed service from Applicant Budget (Section 4):**
 - The budget effectively defines the unit rate.
 - The budget is inclusive of only necessary costs associated with the program.

Following the Stage 2 Review, one or more Applicants may be invited to ACJFS for oral presentations if ACJFS determines oral presentations to be necessary. Information obtained during the presentation stage will be used in conjunction with Stage 1 and 2 review to complete the evaluation process.

Proposal Selection:

Selection of one or more Applicants based upon the results of the Stage 1 and Stage 2 evaluations may result in the issuance of an agreement. Proposal selection does not guarantee an agreement for services will be awarded. If ACJFS and the Applicant are unable to successfully come to terms regarding the agreement, ACJFS reserves the right to terminate agreement discussions without cause. In this event, ACJFS reserves the right to select another Applicant from the proposal process, cancel the RFP, or reissue the RFP if this is deemed necessary.

Acceptance and Rejection of Proposals:

The decision of the ACJFS and the Board of Ashtabula County Commissioners shall be final. The waiver of an immaterial defect shall in no way modify the RFP documents or excuse the Applicant from full compliance with its specifications if the Applicant is awarded the agreement.

Per O.R.C. 307.862 section B.10:

(a) ACJFS and the Board of Ashtabula County Commissioners reserve the right to reject any proposal in which the applicant takes exception to the terms and conditions of the RFP; fails to meet the terms and conditions of the RFP, including but not limited to, the standards, specifications, and requirements specified in the RFP; or submits prices that ACJFS and the Board of Ashtabula County Commissioners considers to be excessive, compared to existing market conditions, or determines exceed the available funds allocated for this service.

(b) ACJFS and the Board of Ashtabula County Commissioners reserve the right to reject, in whole or in part, any proposal that has been determined, using the factors and criteria ACJFS and the Board of Ashtabula County Commissioners develops, would not be in the best interest of the county.

(c) ACJFS and the Board of Ashtabula County Commissioners may conduct discussions with applicants who submit proposals for the purpose of clarifications or corrections regarding a proposal to ensure full understanding of, and responsiveness to, the requirements specified in the RFP.

Post Selection Meeting:

The post-selection meeting may be utilized only by "Qualified" Applicants passing the first level review, who wish to obtain clarifying information regarding their non-selection. If an Applicant wishes to discuss the selection process, the request for an informal meeting and the explanation for it must be submitted in writing within five days of the receipt of the non-selection notice. The request for a meeting should be sent to Renee Dragon at the address given in the Contact Person section.

VI. Award of Contract/Sub-grant Agreement:

Overview:

The agreement shall incorporate the terms, conditions and requirements of the RFP, the Applicant's proposal and all other agreements that may be reached. ACJFS will design, develop and implement the structure of the agreement. This RFP, the successful Applicant's proposal and other applicable addenda will become part of the final agreement.

Availability of Funds:

ACJFS reserves the right to not award an agreement through this RFP process, based on available funding.

Agreement Period:

The agreement has a tentative effective date of 10-1-22 through 9-30-23.

Invoicing:

Provider(s) will be required to submit a detailed invoice to ACJFS on a monthly basis in a format approved by ACJFS. Payments will be made based upon the agreed rate. Providers will report actual expenses monthly in a format approved by ACJFS. Payments will be reconciled periodically to ensure that total payments do not exceed actual expenses.

Performance & Monitoring:

ACJFS will monitor the manner in which the terms of the agreement are being carried out. ACJFS reserves the right to schedule monitoring visits at regular intervals or may request detailed reports from the Provider(s). Provider(s) agrees to provide ACJFS reports relative to the effective operation of the program. ACJFS may perform at least one on-site monitoring visit during the agreement period. Provider(s) and ACJFS may meet at mutually agreed upon times for the purpose of reviewing service data and agreement issues. Provider(s) must maintain records sufficient to document eligibility and any additional demographic data requested by the ACJFS.

See Attachment D for a sample Agreement for minimum contractual requirements of all ACJFS Providers. ACJFS reserves the right to add or delete agreement language to meet the project needs.

Confidentiality and Security:

The Provider agrees that information concerning eligible individuals shall only be used in support of the service program. Disclosure of information for any other purpose is prohibited except upon the written consent of the eligible individual. Both the Provider and ACJFS will complete the necessary consent forms with participants so that information can be exchanged as needed.

Publicity:

Any program descriptions, publicity releases, or other public references including but not limited to, both internal and external informational pamphlets, brochures, and media releases on the services provided under this agreement will clearly state that the services are funded by ACJFS. Provider assumes responsibility for the development and cost associated with these items and agrees to obtain approval from ACJFS before releasing promotional materials and/or items.

Applicable Laws and Rules:

Providers shall understand, agree with, and comply with the following:

1. Americans with Disabilities Act of 1990
2. Occupational Safety and Health Act of 1970
3. Equal Employment Opportunity Act
4. Documentation of licensure and certification by the Ohio Division of Emergency Medical Service, if applicable.
5. Any Federal, State and Local laws regarding the service.

If awarded an agreement which exceeds \$100,000.00, Providers shall understand, agree, and comply with the following:

6. Clean Air Act, as amended, 42 USC §§ AA 7401 et seq.
7. Certify that no funds appropriated by the agreement will be used for lobbying as described in 31 USC 1352. The Applicant shall submit a "Certification Regarding Lobbying" as required by 49 CFR part 20.
8. The Provider certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. The Provider shall submit an "Integrity Certification" regarding debarment, suspension, and other responsible matters.

Patent or Copyright Liabilities:

The Provider will protect, defend and hold free and harmless ACJFS, Ashtabula County, its officers, employees, agents, and Board of County Commissioners against all claims that any of the designs supplied hereunder infringe a U.S. patent or copyright. The Provider will pay all resulting costs, damages, and attorney's fees to defend Ashtabula County against such claims. ACJFS will promptly notify the Provider in writing of all claims, and the Provider will have control of the defense and all related settlement negotiations. If such claim has occurred, or is likely to occur, ACJFS agrees to permit the Provider, at Provider's option and expense, either to procure for ACJFS the right to continue using the designs or programming or to replace or modify the same so that they become non-infringing but still meet the requirements of the RFP.

Software and Ownership Rights:

ACJFS will have ownership rights in software, software modifications, and associated documentation designed, developed, or installed with the use of County funds. ACJFS reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, or otherwise use and authorize others to use the software, software modifications and documentation for County, State, and Federal government purposes (edited APM.4046. (5)).

Appendix I

Appendix I-A

Transportation Requirements

Required Annual Inspection Elements for Vehicles:

1. Seating:

- a. All seats must be securely fastened to the floor.
- b. No broken tubing or protruding pieces of metal should be around seats.

2. Defrosters & Heaters:

- a. Must operate as designed.
- b. Heater cores must be clean and free of leaks and obstructions to the flow of air.
- c. Hoses must not have cracks or leaks and must otherwise be in good condition.
- d. Fan guards must be metal or plastic.

3. Windshield Wipers & Washers:

- a. Must operate as designed.
- b. Wiper blades in the vehicle operator's field of vision must be clean.
- c. Wiper blades must not be brittle or badly worn.

4. Vehicle Floor:

- a. Must be metal
- b. Must be intact without holes.

5. Mirrors:

- a. Must have at least one rear view interior mirror that is properly secured and in proper placement.
- b. Must have at least one mirror on each side of the vehicle that is properly secured and in proper placement.
- c. Prismatic lens must be properly installed.
- d. All mirrors must enable operators to see a clean image (i.e. without cloudiness, cracks, or other obstacles on the mirror to interfere with reflection).

6. Emergency Equipment:

- a. The red reflectors must be stored in the vehicle.
- b. The vehicle must have a five-pound dry chemical fire extinguisher with the minimum rating outlined in section 20 b.c. of the Ohio fire code and based on section 10 of the National Fire Protection Association. The fire extinguishers must be securely mounted near the vehicle operator for easy access.
- c. The vehicle must be equipped with a first aid kit.

7. Brakes:

- a. Properly located and free of crimps, rust, breaks in integrity, and not in contact with inappropriate vehicle components.
- b. Tail exhaust pipes are properly secured to prevent dropping on the break line.

- c. Vehicles using vacuum-assisted breaks: wheel cylinders, master cylinders, hydrovac, and hose connections must be free of fluid leaks.
- d. Vehicles using air brakes: reservoirs, chambers, valves, connections, and lines must be free of air leaks.
- e. During inspections, brake pads must be checked against the vehicle manufacturer's specifications.
- f. All moisture ejection valves must be free of leaks and in proper working order.

8. Emergency Brakes:

- a. The vehicle must have a functional emergency brake that is capable of stopping or holding the vehicle in an emergency or while parked. The emergency brake shall hold the vehicle on any grade and under all conditions of loading on a surface free of snow, ice, or loose material.
- b. If the emergency brake is located on the drive shaft, the brakes shall:
 - i. Hold the vehicle in parked position;
 - ii. Be properly mounted, and;
 - iii. Have cables that are properly lubricated and not hazardously worn.

9. Steering Gear:

- a. The steering shaft must have no more than one half-inch upward motion when the steering wheel is pulled upwards.
- b. The steering gear assembly, power steering unit, brackets, and mounting bolts must be securely fastened.
- c. If installed, power steering must be operative, properly mounted, and have correct fluid levels and belt tensions.
- d. Tie rod ends must function properly.
- e. Tires must not rub any chassis or body component in any position.

10. Horn: Must operate as designed.

11. Windshield & Windows:

- a. Window glass must be free of chips or cracks and be securely mounted without exposed edges.
- b. Plexiglass will not be used to replace safety glass.

12. Emergency Door:

Applicable to Bus Type Vehicles

- a. The door must be able to open to its maximum width without catching or binding.
- b. All handles must be permanently installed.
- c. Operating instructions for the emergency door must be lettered or decaled inside the emergency door.
- d. The safety buzzer must operate as designed and be placed in the vehicle operator's area to warn passengers that the emergency door is opened.
- e. The door must be free of temporary or permanent obstructions.
- f. No padlocks or other added security devices are to be used to secure the door while the vehicle is in motion.

13. Springs & Shocks:

- a. Must be intact
- b. Must be properly mounted
- c.

14. Tires:

- a. Must have no less than two sixteenth inch tread pattern measured anywhere on the tire.
- b. Retread tires should not be located on the steering axle.
- c. Must be free of irregular wear, cuts, bruises, and breaks.
- d. Must be balanced and in proper alignment.
- e. All lugs must be present and fitted tightly on tires.
- f. All tread types must match mated tires.

15. Exhaust System:

- a. Must be intact and operating as designed.
- b. All pipe and muffler joints must be properly welded or clamped.
- c. Exhaust manifolds must be free of cracks and missing bolts.

16. Lights:

- a. Must operate as designed.
- b. Must meet ORC and OAC requirements for vehicle lighting.

17. The Vehicle Body:

- a. Condition must be intact.
- b. Must be free of broken parts that can cause injury.

18. Gas Tank:

- a. Must be free of rust, damage or leaks.
- b. Must be securely mounted.

19. Seating Area & Aisle: Must be free of debris.

Appendix I-B

Required Daily Wheelchair Lift Inspection Elements:

Before each day's services are provided, providers must complete and document an inspection of the wheelchair lift prior to any participant service that day according to the following specifications:

1. Run the lift through one complete cycle to be sure that it is operable.
2. Check for any signs of seal leaking or binding of hardware.
3. Check for frayed or damaged lift cables, hydraulic hoses, or chains.
4. Check for physical damage and jerky operation.
5. Check for hazardous protrusions and exposed edges. Assure that all protrusions are adequately padded and protected.
6. Check all fasteners and assure that all bolts are snug.
7. Make sure the lift is properly secured to the vehicle when stored.
8. Clean the lift completely of dirt, mud, gravel, and corrosive elements such as salt.
9. Lubricate the lift in compliance with the manufacturer's requirements.
10. Providers shall not use the lift any time repairs are necessary.

Attachment A

Transportation Programs

Applicant Information

AGENCY / ORGANIZATION NAME: Richmond Transportation LLC

ADDRESS: 5456 Main Ave, Ashtabula

PHONE: 440-998-0080

FAX: 440-998-6667

SERVICE SITE (if different than above): _____

ADDRESS: _____

PHONE: _____

FAX: _____

FEDERAL TAX I.D. NUMBER: 46-2892223

EXECUTIVE DIRECTOR/DIRECTOR: LISA M. Richmond

PROGRAM COORDINATOR: Same

EMAIL: lisa.richmond50@gmail.com

FISCAL CONTACT: Same

EMAIL: Same

TERMS AND CONDITIONS

It is understood and agreed upon by the undersigned authorized individual that: Funds granted as a result of this request are to be expended for the purposes set forth and in accordance with all applicable laws, regulations, policies and procedures of this State, County, and the Ashtabula County Job & Family Services (ACJFS). Any proposed changes in the proposal as approved will be submitted in writing by the applicant and upon notification of approval by the ACJFS shall be deemed incorporated into and become a part of this agreement. This request for proposal is being issued on the basis of the presumed availability of funds. ACJFS will not be liable should funds be eliminated or reduced. Completion of a proposal does not imply that ACJFS will fund a proposal. Proposals are subject to review by representatives of ACJFS. At its sole discretion, ACJFS may negotiate the unit price, or any other factors, prior to determining to enter or not to enter a contract based on a proposal.

NAME, TITLE AND SIGNATURE OF AUTHORIZED INDIVIDUAL:

NAME: LISA M. Richmond

SIGNATURE: Lisa M Richmond

(Note: original signature must be in blue ink)

TITLE: Owner

DATE: 7/14/22

Richmond Transportation, LLC

Section 3

Program Planning and Development

PROPOSAL

For

**Health Related Transportation
Employment Related Transportation**

ACDJFS RFP #4-22

**Richmond Transportation
2423 Deerfield Drive
Ashtabula, OH 44004
(440)964-9403**

Lisa M. Richmond, Owner

Richmond Transportation, LLC
2423 Deerfield Drive
Ashtabula, OH 44004
RPF#4-22

Section 3

A. Program Planning and Development

Richmond Transportation program planning and development will meet all requirements of requested by the Ashtabula County Department of Job & Family Services to provide health related and employment related transportation services to Ashtabula County residents. We will cover all of Ashtabula County and surrounding counties, as needed. We will provide safe, courteous, and reliable transportation to passengers and they will receive top priority from our company.

Richmond Transportation complies with all federal, state, and local laws as well non-discrimination laws, federal, wage, and hour laws, and workers' compensation laws. We also follow the Equal Employment Opportunity –Affirmative Action plan, and comply with the Drug Free Work Place Act as well as the Ohio Administrative Code of Employee Ethics.

All drivers are fingerprinted and all drivers passed the Ohio BCI & I as well as the FBI criminal background check as well as the Federal Exclusion Screening and have no criminal background history. OBMV checks are run annually on each driver. Our drivers also have been trained in hands-on transfer techniques, looking for signs of difficulty, wheelchair lift procedures, CPR, and first aid.

B. Summary of Services

1. Richmond Transportation's office is open Monday through Friday from 8:00 am to 4:30pm. These times are flexible and transportation will be provided 7 days a week, 24 hours a day by reservation. Telephone calls and appointment scheduling will be taken Monday through Friday from 8:00 am to 4:30pm. Our answering system will be active 7 days a week, 24 hours a day.

2. Since June 2012, we have transported yO! students from their homes to classes. We have been able to get the students to and from class safely and promptly. Our staff has a good rapport with all passengers and genuinely cares about each individual.

During the summer starting in 2012, we have transported students under the TANF grant. The number of students that were transported increased dramatically from the summer of 2012. We were able to transport the students safely and promptly as well accommodate last minute schedule changes quickly and effectively.

We also provide student transportation for the After School Discovery Program and, at times, ABC Daycare. We also currently provide rides for passengers subcontracting for Provide-a-Ride.

From 2015 to 2018 we subcontracted with Country Neighbors. We did not renew our contract with Country Neighbors because of the lack of jobs we were assigned and those jobs were not cost effective to Richmond Transportation.

In March 2016, we started transporting Heath and Employment passengers for Ashtabula County Department of Job & Family Services. We transport a large amount of passengers effectively throughout Ashtabula County as well as other areas throughout Ohio.

3. Specifications

- a. Richmond Transportation will charge \$3.65 per mile for each trip. The *mileage* will begin at our lot at 5456 Main Avenue, Ashtabula and end when the vehicle returns to the lot.
- b. A *round trip ride* is when we leave our lot, pick up the passenger, take him or her to their destination and then return him or her home and return to our lot.
- c. A *shared ride* will be divided equally among the passengers. We will take the total mileage and divide it by the number of passengers and bill it as a shared ride.
- d. Wait time will be calculated as follows: The first 5 minutes are free and each minute thereafter will be \$0.40 a minute not to exceed the guidelines set forth by JFS. If a ride is shared, the wait time will start when the last person in the trip is dropped off and will end when the last passenger is picked up to return to Ashtabula. This charge is per trip not per passenger.

Private passenger renting our vehicles for wine hops and other events starts at \$48 and up per hour with a three consecutive hour minimum rental. Wait time is included in the hourly rate.

- e. Richmond Transportation has (1) 31 passenger transit bus, (1) 24 passenger transits (1) 15 passenger transit bus (1) 14 passenger transit buses with a wheelchair lift, (5) 14 passenger van, and (10) mini-vans.
- f. Trips with multiple passengers will be placed in the same vehicles based on appointment times and similar destinations to efficiently provide services without excessive wait times. We will make it a priority to ensure prompt, effective service.
- g. Trips will be scheduled accordingly so that the passengers do not wait more than fifteen minutes then stated pick-up and delivery.
- h. Last minute requests will be honored to the best of our ability and we will do everything we can to accommodate the passenger. Passengers will be called by the manager to inform him or her of any scheduling changes and late running vehicles. If a passenger has more than 3 no shows, then ACDJFS will be notified and a solution will be worked out to ensure effectiveness.
- i. Richmond Transportation, LLC. will coordinate shared-ride trips so that passengers do not have excessive wait times. If weather and traffic conditions are poor, Richmond Transportation, LLC will make the necessary adjustments so that the passengers do not have excessive wait times.
- j. All incidents, accidents, and complaints will be reported to ACDJFS within 24 hours of the occurrence or immediately or the next business day. The enclosed forms will be used for reporting purposes to ACDJFS.

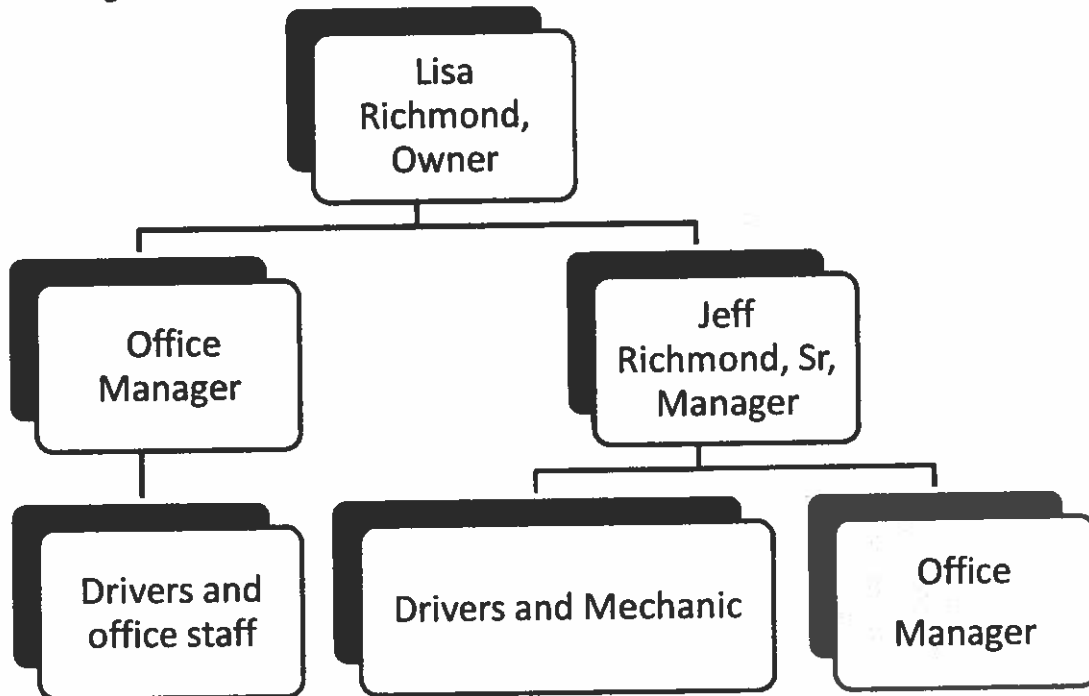
C. Geographic Service Areas

Richmond Transportation will provide transportation to all Ashtabula County residents. We will transport passengers to destinations within Ashtabula County as well as outside of Ashtabula County.

D. Organizational Structure

This company was originally started in the spring of 2011 as a sole proprietorship. Then Richmond Transportation, LLC was formed May 22, 2013. The main source of financial support is through revenue generated from other transportation jobs. The sole owner of the company is Lisa M. Richmond.

An organizational chart is below.



E. Applicant/Staff Qualifications

Lisa Richmond, Owner, is responsible for scheduling, invoicing, and accounts payable.

Jeff Richmond Sr, Manager, reports to the owner, and is responsible for drivers, vehicles, vehicle maintenance, documentation, and quality assurance.

Office Manager, reports to the owners and works with administrative assistants and drivers to coordinate schedules, drivers, and vehicle assignments. She is also responsible for booking, accounting tasks, and human resources.

Administrative Assistants are responsible for the daily scheduling, driver assignments, trip changes, answering phone calls, and dispatching.

Drivers report to the managers and are responsible for daily pre and post vehicle inspections and as well as transporting passengers in a safe, timely manner.

Mechanics report to the owner and to the manager and is responsible to do regular maintenance on all vehicles and review the pre and post inspection logs and make any necessary repairs.

The job descriptions are as follows:

Owner:

Responsible for scheduling, invoicing, and accounts payable and receivables

Managers:

Responsible for driver assignments for last minute changes, vehicle documentation, and maintenance and quality assurance

Administrative Assistants:

Responsible for coordinating schedules, making reservations, keeping records and logs, managing accounts receivable and payables. They are also responsible for answering the telephone and assisting clients. They also schedule and assists the owner when needed.

Accountant:

Responsible for payroll and fiscal responsibilities

Drivers:

Provide the transportation for passengers to and from their appointments and assist them when needed. They are responsible to perform a pre and post daily inspection on vehicles and wheelchair lifts and complete the proper documentation as evidence. They are to maintain their vehicle for cleanliness.

Mechanics are responsible to do regular maintenance on all vehicles and review the pre and post inspection logs and make any necessary repairs. They are responsible to order needed supplies and parts and to keep the vehicles and shop clean. They communicate with the drivers to keep all vehicles in good working order.

Our drivers have been with our company for 1 to 5 years and all of our drivers are over 25 years old and have a clean driving record.

All drivers passed the Ohio BCI & I as well as the FBI criminal background check and have no criminal background history and are annually recheck through the Ohio BCI & I and FBI. All drivers are also screened through the Federal Exclusion Screening. OBMV checks are run annually on each driver.

All drivers are CPR and First Aid certified and are certified to operate wheelchair lifts and certified in handling all passengers especially the elderly. Each driver must successfully pass the Defensive Drivers course.

Exhibit II

(Fee Schedule)

**Richmond Transportation
Rate / Fee Schedule and Definitions:**

Rate Type:	Rate Amount:	Definition Specifications:
Unit Cost Per Mile	\$ 3.58	Unit Rate of \$3.58 per mile for each trip with mileage beginning at the Base Lot at: 5456 Main Avenue, Ashtabula, Ohio; and, with mileage ending when the vehicle returns to the Base Lot.
Round Trip	\$ 3.58	A round trip begins at Base Lot, picks up passenger, takes the passenger to their destination, returns the passenger to their home and returns to the Base Lot.
Wait Time	\$ 0.45	Wait time will be calculated as follows: The first 5 minutes are free and each minute thereafter will be \$0.45 a minute not to exceed 480 minutes (8 hours) per trip. If a ride is shared, the wait time will start when the last person in the trip is dropped off and will end when the last passenger is picked up to return to Ashtabula. This charge is per trip not per passenger.
Shared Rides	NA	A Shared Ride will be divided equally among the passengers. $\text{Total Mileage} \div \text{Number of Passengers} = \text{Cost per Passenger per Trip.}$



Office of Auditor of State
88 East Broad Street
Post Office Box 1140
Columbus, OH 43216-1140

Auditor of State - Unresolved Findings for Recovery Certified Search

(614) 466-4514
(800) 282-0370

I have searched The Auditor of State's unresolved findings for recovery database using the following criteria:

Contractor's Information:

Name: ,
Organization: **Richmond Transportation**
Date: **9/1/2022 9:52:09 AM**

This search produced the following list of **19** possible matches:

Name/Organization	Address
African Refugee Educational and Cultural Services	3800 Sullivant Avenue
Aldrich, Thomas	185 N. Chestnut St.
Clarich, David	1178 E. Aurora Road
Frick, David	
Friedrich, Cindy	1/2 104 Wood Street
Helping Africans in a New Direction	6084 Busch Blvd. #4
Horn of Africa	4174 Christy Bloom Drive
Lariccia, Robert	2961 Ridgeline Trail
Liberty Local School District	4115 Shady Road
Price, Jennifer	3156 Josephine St. NW
Price, Scott	16098 #25 State Route 235
Rice, John	
Richey, Nelda	522 Laura Dr.
Ricketts, Mark	335 Willow Road
Roderick, Benjamin	3319 Market Street
Somali American Youth	5732 Pine Tree St. W Apt. G
Somali Development Agency/Americom	4312 Westport Road
Strickler, Ryan	
Strickling, Vivian	11755 Norbourne Dr., Apt. 1001

The above list represents possible matches for the search criteria you entered. Please note that pursuant to ORC 9.24, only the person (which includes an organization) actually named in the finding for recovery is prohibited from being awarded a contract.

If the person you are searching for appears on this list, it means that the person has one or more findings for recovery and is prohibited from being awarded a contract described in ORC 9.24, unless one of the exceptions in that section apply.

If the person you are searching for does not appear on this list, an initialed copy of this page can serve as documentation of your compliance with ORC 9.24(E).

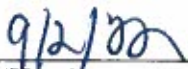
Please note that pursuant to ORC 9.24, it is the responsibility of the public office to verify that a person to whom it plans to award a contract does not appear in the Auditor of State's database. The Auditor of State's office is not responsible for inaccurate search results caused by user error or other circumstances beyond the Auditor of State's control.

Signature Page

Re: An agreement between Ashtabula County Job & Family Services and **Richmond Transportation** for an **Employment Related Transportation Contract for FY 2023.**

Approved as to Legal Form Only:

By: 
Colleen M. O'Toole
Ashtabula County Prosecutor

Date: 
MJH 9.1.22

FISCAL OFFICER'S CERTIFICATE

5705.41 O.R.C.

The undersigned, County Auditor of Ashtabula County, hereby certifies that the amount required to meet the obligations of the County during the year 2022 under the Agreement has been lawfully appropriated for that purpose and is in the Treasury of the County or in the process of collection to the credit of: **2006.030.100-601 Contract Services**; not to exceed **\$7,500.00**, and free from any previous encumbrances.

Agreement Title: An **Employment Related Transportation Contract** between **Ashtabula County Job & Family Services** and **Richmond Transportation**.



David Thomas
Ashtabula County Auditor

Date: _____

7/12/22

PURCHASE OF TRANSPORTATION SERVICE CONTRACT FOR HUMAN SERVICE PROGRAMS

Contract # 23-3008-HRT

This contract made and entered into on the 1st day of October 2022 by and between the Ashtabula County Job & Family Services and the Ashtabula County Board of County Commissioners or its governing body (hereinafter referred to as ACJFS), and Richmond Transportation located at: 5456 Main Avenue, Ashtabula, Ohio 44004 (business mailing address: 2423 Deerfield Drive, Ashtabula, Ohio 44004), and whose phone number is: 440-998-0080 or 440-964-9403, (hereinafter referred to as Provider) to provide transportation services for a variety of programs to ACJFS.

Pursuant to Title XIX of the Social Security Act, Chapter 5101 of the Ohio Revised Code, and rules promulgated by the Ohio Department of Job & Family Services, the ACJFS is authorized to contract with public or private agencies for the purchase of services. The following are the terms of the contract.

1. **Purchase of Service:** Subject to terms and conditions set forth in this contract and the attached Exhibits (such exhibits are deemed to be a part of this contract as fully as if set forth herein), ACJFS agrees to purchase for, and Provider agrees to furnish to, eligible individuals those specific services as detailed in Exhibit I, (the Request for Proposal and the Provider's Proposal).
2. **Purpose:** ACJFS and Provider agree to coordinate services detailed in Exhibit I, and to make all reasonable efforts to coordinate with other service providers, to establish a cooperative, comprehensive county plan for an effective ACJFS transportation program. Provider agrees to ensure that the funds included in this Agreement are used, and the family services duties for which the grants are awarded are performed, in accordance with conditions, requirements and restrictions applicable to the duties established by the Departments and state and federal and local laws, as well as the federal terms and conditions of the grant award.
3. **Contract Period:** This contract will be effective from October 1, 2022 through September 30, 2023 inclusive, and thereafter subject to renewal, at ACJFS' option, for up to two (2) additional time periods unless otherwise terminated.
4. **Availability of Funds:** Payment for all services provided in accordance with provisions of this contract are contingent upon availability of (and will not exceed the total of) local, state and federal matching funds. The total amount of reimbursement available under this contract will not exceed:
\$ 600,000.00
5. **Cost and Delivery of Purchased Services:** Subject to the limitations specified in Article 4 hereof and as detailed in Exhibit II showing individual rates.
6. **Eligibility of Services:** Eligibility shall be considered when ACJFS determines the participant to be eligible for one or more of the following programs: **Title XX transportation, Non-emergency Transportation (NET), Pregnancy Related Services Transportation (PRS)**. Employees of the Provider cannot transport their own family or themselves to appointments that are paid for by ACJFS. Exceptions to this policy will be reviewed and approved or denied on a case-by-case basis by ACJFS.
7. **Non-Eligible Service:** Individuals who are not eligible for the Human Services programs may use transportation as space permits, with the cost of service being recovered as outlined in a separate agreement by Provider and the referral agency. Individuals eligible for ACJFS Programs shall have

priority over all others when ACJFS has authorized the purchase of service.

8. **Fees:** No additional fees will be charged by the service provider to ACJFS eligible individuals for authorized service. Non ACJFS clients who may ride with that individual will be charged the normal and customary fare.
9. **No Show Fees:** A Provider cannot charge “no show” fees due to state Medicaid payment rules that do not allow billing for services not rendered.
10. **Payment for Purchased Service:** Monthly invoices are due to ACJFS by the 15th of the month following the month of service. Repeated untimely and/or incorrect invoices will be grounds for termination pursuant to Contract Section 14, Termination. ACJFS is not responsible for delayed payments due to late, incorrect or incomplete invoices. All invoices submitted will be subject to audit and adjustments by ACJFS and the Ohio Department of Job and Family Services (ODJFS) after payment is made. Attention is directed to Contract Section 25, Responsibility for Audit Exceptions.
11. **Invoice Format:** Provider’s invoice will consist of:
 - (1) A one-page summary invoice signed by an authorized representative and will include:
 - Contract number
 - Service month and year
 - Provider’s name, address, telephone number and billing contact person’s name
 - Total amount invoiced for the month
 - (2) An electronic spreadsheet (provided by ACJFS or another approved format agreed to by both ACJFS and Provider). Provider will include all service provided during the service month on the spreadsheet and the following information for each trip:
 - ACJFS program to be charged
 - Date of trip
 - Client last name
 - Client first name
 - Client pickup address
 - Client destination address
 - Stop(s) address(es)
 - PCA (personal care assistant) name(s) or indication if person is a PCA
 - Total trip mileage
 - Mileage rate
 - Number of one-way trips per passenger
 - Wait start & stop times
 - Total wait minutes being charged
 - Wait time rate
 - Indication if trip is a lift
 - Total trip charge
 - Indication of whether trip was shared with other ACJFS client (to split cost of trip)
 - Driver’s name
 - Report no-shows and cancellations as that could affect the eligibility of the client.
12. **Splitting the Cost of Trips:** Provider is required to split the charge among all ACJFS client passengers for multiple passenger trips.

13. **Duplicate Billing:** Provider warrants that claims made to ACJFS for payment for purchased services shall be for actual services rendered to eligible individuals and do not duplicate claims made by Provider to other sources of public funds for the same service.
14. **Amendment of Contract:** This contract may be amended at any time by a written amendment signed by both parties.
15. **Termination:**
 - a. In the event that Provider does not faithfully and promptly perform its responsibilities and obligations under this contract as determined by ACJFS, ACJFS may terminate the contract by providing Provider with written notice thirty days in advance of the termination date.
 - b. In the event that ACJFS does not faithfully and promptly perform its responsibilities and obligations under this contract, Provider may terminate the contract by providing ACJFS with written notice thirty days in advance of the termination date.
 - c. This contract may be terminated by mutual agreement of the parties. If terminated under this provision, the effective date of termination will be thirty days after the date on which the two parties reach their decision.
 - d. Notwithstanding Sections (a), (b), and (c) of this Article, if the federal and/or other funds designated for the individual program are not available or substantially reduced to ACJFS in an amount adequate to support the activities under this contract as determined by ACJFS, ACJFS may terminate this contract. Such termination is not subject to advanced written notice but will be effective on the date federal and /or other funds are no longer available, or later as stipulated by ACJFS and all reimbursement to Provider will cease as of that date.
16. **Subcontracting:** When deemed necessary to deliver services of the quantity and quality specified in Exhibit I, Provider may subcontract. All such subcontracts will be in the same form as this contract and subject to the same terms, conditions, and covenants contained herein. No such subcontracts shall in any case release Provider of its liability under this contract. Provider is responsible for making direct payment for such services.
17. **Independent Contractors:** Providers, agents, and employees of Provider or the subcontractors will act in performance of this contract in an independent capacity and not as officers or employees or agents of the State of Ohio or ACJFS.
18. **Vehicle Maintenance and Inspection:** The Provider agrees to provide documentation upon request that an annual vehicle inspection for each vehicle has been conducted by the Ohio State Highway Patrol safety inspection unit, or a certified mechanic as outlined in Exhibit I (Request for Proposal) Appendix I-A. The failure to provide documentation may result in suspension of the contract and/or contract termination.
19. **Background Checks:** The Provider agrees to provide copies of background checks, driver's license, and a certified driving history from the Bureau of Motor Vehicles of the Ohio Dept. of Public Safety, for all employees that provide direct services to transportation participants, to ACJFS within 30 calendar days of entering into an agreement and within 30 days of new hire.
20. **Incident and Accident Reports:** Provider will provide ACJFS with a written report of all incidents or accidents within 48 hours of the occurrence. Reports will be provided immediately or as soon as

reasonably possible in cases of ACJFS passenger injury or death.

21. **On Time Performance:** The Provider agrees to arrive within the range time. Range time is defined as 15 minutes either side of the scheduled time. Provider agrees to ensure at least a 95% on time performance rate. Any questions regarding a pickup must be verified with Provider's base while the driver is at the pick-up site. If the late pick up is a result of Provider's inability to locate the pick-up site, ACJFS will not pay for additional mileage incurred while attempting to locate the pick-up site.
22. **Complaint Procedure:** Provider and ACJFS will implement a written complaint procedure to report and resolve any passenger complaints.
23. **Communication:** Provider vehicles and/or drivers will be equipped with some form of two-way communication at all times, i.e., two-way radio, cellular phone.
24. **Financial Records:** The Provider shall maintain independent books, records, payroll, documents, accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract. Such records shall be subject at all reasonable times for inspection, review, or audit by duly authorized federal, state, and ACJFS personnel. Such records shall also be subject to inspection by the individual or entity selected for the audit required by Article 25 of this contract.
25. **Responsibility for Audit Exceptions:** Provider agrees to accept responsibility for receiving, replying to, and/or complying with any audit exception by appropriate state or federal audit directly related to the provisions of this contract.
26. **Availability and Retention of Records:** All records relating to costs, work performed and supporting documentation for invoices submitted to ACJFS by the provider along with copies of all deliveries submitted to ACJFS pursuant to this contract shall be retained and made available by the provider for audit by the State of Ohio (including but not limited to ODJFS, the Auditor of the State of Ohio, Inspector General or duly appointed law enforcement officials) and agencies of the United States government for a minimum of three years after payment under this contract. If an audit is initiated during this time period, the provider shall retain such records until the audit is concluded and all issues resolved.
27. **Confidentiality:** Provider agrees that information concerning eligible individuals shall only be used in support of the ACJFS programs. Disclosure of information by Provider, Provider's employee's, Provider's Sub or Independent contractor for any other purpose is prohibited except upon the written consent of the eligible individual. Both Provider and ACJFS will complete the necessary consent forms with participants so that information can be exchanged as needed.
28. **Civil Rights:** ACJFS and the Provider agree that as a condition of this contract, there shall be no discrimination against any client or any employee because of race, color, sex, religion, national origin, or any other factor as specified in Title VI of the Civil Rights Act of 1964 and subsequent amendments. The Provider hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.); Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794); the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.); all provisions required by the implementing regulations of the Department of Agriculture and Department of Health and Human Services; Department of Justice Enforcement Guidelines (28 CFR Part 50.3 and Part 42) and Department of Agriculture, Food and Nutrition Services (FNS) directives and guidelines, to the effect that, no person shall on the grounds of race, color, national origin, sex,

be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under any program or activity for which sub-grantee receives Federal financial assistance from FNS. In addition, the Provider agrees to provide assistance to persons with Limited English Proficiency (LEP) in their programs and activities as further outlined in Executive Order 13166, reprinted at 65 FR of the Title VI Civil Rights Act. It is further agreed that the Provider will comply with all appropriate federal and state laws regarding such discrimination and the right to any method of appeal will be made available to all persons served under this contract. Any non-compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this contract.

29. Indemnity and Insurance:

a. **Indemnity:** Provider agrees that it will, at all times during the existence of this contract, indemnify and save harmless the ACJFS and the Ohio Department of Job & Family Services and their employees, and the Ashtabula County Commissioners, against any and all liability, loss, damage, and/or related expenses incurred through the provision of services under this contract.

b. **Insurance:** Provider will maintain insurance coverage in an amount reasonably necessary to adequately secure the persons and estates of eligible individuals against reasonable foreseeable torts which could cause injury or death resulting from the lawful performance of this Contract.

Minimum coverage for General Liability in the amount of \$1,000,000.00 each occurrence and Automobile Liability \$1,000,000.00 each occurrence. Any lapse in coverage may result in suspension of the contract and/or contract termination.

30. Monitoring and Evaluation: ACJFS and the Provider will monitor the manner in which the terms of the contract are being carried out. ACJFS reserves the right to schedule monitoring visits at regular intervals or may request detailed reports from the Provider. The Provider agrees to provide ACJFS reports relative to the effective operation of the program as specified in Exhibit I. ACJFS may perform at least one on-site monitoring visit during the contract period. Provider and ACJFS may meet at mutually agreed upon times for the purpose of reviewing service data and contract issues.

31. Accessibility of Program to the Public: ACJFS and Provider agree to make all reasonable efforts to allow public access to the program by providing convenient hours for public contact, and adequate availability of staff for public inquiries.

32. Accessibility to the Handicapped: Provider agrees as a condition of the contract to comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), all requirements imposed by the applicable HHS regulations (45CFR, Part 84) and all guidelines and interpretations issued pursuant thereto. Any agency found to be out of compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this contract.

33. Maintenance of Service: The Provider certifies that the services being reimbursed are not available from the provider on a non-reimbursable basis or for less than the unit cost. The provider certifies that they will not use the federal funds to supplant non-federal funds for services.

34. Referral: ACJFS and Provider agree that the responsibility and control of the referral process remains with ACJFS. Provider will not exclude or reject a referral without the consent of ACJFS.

35. Equal Employment Opportunity: The Provider will comply with Executive Order 11246, entitled

Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented in Department of Labor regulations 41 CFR Part 60.

36. **Patent Rights, Copyrights and Rights in Data**: All contracts are subject to the provision and conditions of Patent Rights and Copyrights and Rights in Data.
37. **Clean Air**: For contracts exceeding \$100,000.00, the Provider agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 USC §§ AA 7401 et seq.
38. **Debarment**: The Provider certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. For contract exceeding \$100,000.00, the provider shall submit an "Integrity Certification" regarding debarment, suspension, and other responsible matters.
39. **Lobbying**: The Provider certifies that no funds appropriated by this contract will be used for lobbying as described in 31 USC 1352. For contracts exceeding \$100,000.00, the selected provider shall submit a "Certification Regarding Lobbying" as required by 49 CFR part 20.
40. **Licensing**: The Provider agrees to possess and maintain current all applicable business permits and licenses including those relevant to the operation of a taxicab and or transportation service. Any lapse in permits, licenses or certifications will result in contract suspension, pending termination. Provider agrees to provide copies of same to ACJFS upon request.
41. **Americans with Disabilities Act**: The Provider agrees to comply with the Americans with Disabilities Act of 1990.
42. **Child Support Enforcement**: Provider agrees to cooperate with ACJFS and any Ohio Child Support Enforcement Agency (CSEA) in ensuring employees of the provider meet child support obligations established under state law. Further, by executing this contract, the provider certifies present and future compliance with any court order for withholding of support which is issued pursuant to sections 3113.21 and 3113.214 of the Ohio Revised Code.
43. **Partial Invalidity**: A judicial or administrative finding or decision that any part of this contract is illegal or invalid shall not invalidate the remainder of the contract.
44. **Prohibition of Assignment of Claims**: The assignment of claims under the Assignment of Claims Act of 1940, as amended, 31 U.S.C. 3727, 41 U.S.C. 15 is prohibited.
45. **Conflict of Interest**: Provider shall not engage in any conflict of interest actual or apparent, or attempt to influence the selection, award, or administration of a contract under ACJFS.
46. **Accreditation and Compliance with Tax, License and Insurance Requirements**: The Provider shall comply with all federal, state and local laws and accreditation and compliance with tax, license and insurance requirements. All required insurance shall be kept current throughout the term of the contract.
47. **Drug Free Workplace**: The Provider agrees to comply with all federal, state, and local laws relating to the Drug Free Workplace Act.

Therefore, the below listed parties enter into this contract as stated in Sections 1 through 47 inclusive.

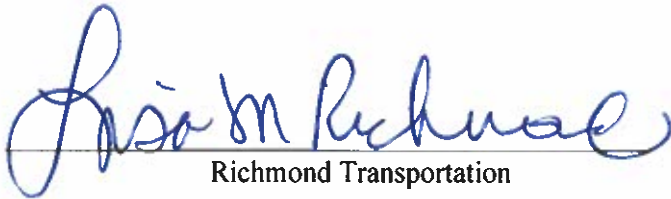
SIGNATURES:



Patrick J. Arcaro, Executive Director
Ashtabula County Job & Family Services

09/01/22

Date



Richmond Transportation

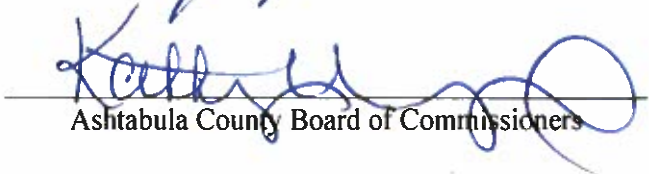
9/8/22

Date



9-20-22

Date



Ashtabula County Board of Commissioners

Exhibit I

(Program Description)

**Request for Proposals
For
Transportation Services**

**Health Related Transportation
Employment Related Transportation**

Issued by:

**The Ashtabula County Job & Family Services
(ACJFS)
2924 Donahoe Drive
Ashtabula, Ohio 44004**

Issue Date:

June 15, 2022

RFP Number:

ACJFS RFP #4-22

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Health Related & Employment Related Transportation Services

I. Introduction

The Ashtabula County Job & Family Services (ACJFS) and the Ashtabula County Board of County Commissioners, or its governing body, is accepting proposals for Transportation Services for within and outside of Ashtabula County serving Ashtabula County residents determined eligible for Prevention, Retention and Contingency (PRC), Ohio Works First (OWF), Food Assistance Employment and Training (FAET), Title XX Social Services Block Grant (Title XX), Non-Emergency Transportation (NET) and/or Pregnancy Related Services (PRS). Transportation options are needed for transport to health care appointments, employment, school, daycare facilities, or other locations deemed necessary under supportive services for FAET.

It is the responsibility of the Applicant to be aware of and maintain all required licenses and certifications necessary to provide the proposed service. Applicant proposals must demonstrate ability and experience in providing the service.

Ride Data

For the period of 10-1-20 to 9-30-21, 27,299 rides were provided to participants of the program/eligibility categories referenced. A ride equals 1 passenger transported 1 way.

The term "Applicant" as used in this RFP refers to the individual or entity submitting a proposal.

The term "Provider" as used in this RFP refers to an "Applicant" who is selected to receive a contract or sub-grant agreement as a result of this RFP process.

The term "Agreement" as used in this RFP refers to either a contract or sub-grant agreement award.

As a result of this RFP process and based on the quality of proposals received, ACJFS may proceed in any of the following manners including but not limited to:

1. Award an agreement to one or more applicants for the provision of transportation services. Agreements are awarded based on available funding per program/eligibility category (PRC, OWF, FAET, Title XX, NET & PRS) and ACJFS' determination of need for each program. ACJFS may award an agreement to an applicant for one or more of the program/eligibility categories.
2. Reject any or all proposals, or any part thereof without cause.
3. Not award an agreement through this RFP process, based on the quality of the proposals submitted.
4. Not select any applicant should ACJFS decide not to proceed.
5. Waive any informality in the proposals.

ACJFS reserves the right, if necessary, to contract with multiple applicants to develop a comprehensive transportation coordination, scheduling, and service delivery plan to best meet the needs of those determined eligible for program/eligibility categories.

II. RFP Schedule and Submission Information:

RFP Schedule of Important Dates:

RFP Release	Date: 6-15-22
Question Period Begins	Date: 6-15-22
Pre-Proposal Conference	Date: 7-6-22 @ 10:00 a.m.
Question Period Ends	Date: 7-6-22 @ 4:00 p.m.
Proposals Due to Ashtabula County Board of Commissioners	Date: 7-14-22 @ 2:30 p.m.
Agreement Effective Date	Date: 10-1-22

Pre-Proposal Conference:

A pre-proposal conference will be held on **Wednesday, July 6, 2022**, at **10:00 a.m.** at
ACJFS: 2247 Lake Avenue – OhioMeansJobs office, Ashtabula, Ohio 44004.

Contact Person:

All proposal process questions must be in writing and sent via email or fax prior to **4:00p.m. on 7-6-22** to:

ATTN: Renee Dragon, Program Evaluator
Email: RENEE.DRAGON@jfs.ohio.gov
Fax: 440-998-4253

Proposal Delivery:

Mail or deliver one (1) master copy and three (3) duplicates (total of 4) of the entire written proposal in a sealed envelope or package in the required format to:

The Ashtabula County Board of Commissioners
Attention Lisa Hawkins
25 West Jefferson Street
Jefferson, Ohio 44047-1092

The sealed envelope containing the proposal must be received no later than 2:30 p.m. on 7-14-22
and clearly marked with the applicant's name, address and RFP number:

ACJFS RFP #4-22

III. Applicant Requirements, Inspections and Compliances:

Applicants shall understand, agree, and comply with the following sections:

Requirements:

1. Be a formally organized business or service agency providing the services proposed.
2. Operate the business in compliance with all applicable federal, state, and local laws, and shall comply with:
 - a. non-discrimination laws, federal wage and hour laws, and workers' compensation laws in the recruitment and employment of individuals.
 - b. non-discrimination laws in the provision of services.
 - c. federal rules and statutes take precedence over these conditions in cases where discrepancies between these exist.
 - d. all Federal, State of Ohio, and local laws, rules, executive orders and other legal requirements as they apply to public transportation including drug abuse and alcohol misuse requirements as appropriate.
3. Provide evidence supporting financial responsibility in the coverage of participant loss due to theft, property damage, or personal injury, and have a written procedure which identifies the steps a participant must take to file a liability claim.
4. Have a written procedure for reporting, documenting, investigation and follow-up of all participant incidents and complaints.
5. A provision of any Agreement entered into with ACJFS requires that Applicants must perform background checks of all employees that provide direct services to transportation participants. A criminal background check must be performed in accordance with section 109.572 of the Revised Code for each direct service employee and applicant. The result of the criminal background check must substantiate that no direct service employee or applicant on whom the criminal background check was performed has ever been convicted of or pleaded guilty to any offence listed in divisions (A)(3)(a) to (A)(3)(e) of section 109.572 of the Revised Code.
6. Applicants must comply with the Drug Free Workplace Act.
7. It is the responsibility of the Applicant to be aware of and maintain all required licenses and certifications necessary to provide the proposed service.
8. The Applicant shall document that all utilized vehicles have insurance in compliance with Ohio's financial liability law requirements. A copy of the certificate of insurance and vehicle registration shall be maintained in each vehicle.
9. The Applicant shall document that all vehicle operators and owners maintain proof of financial responsibility as required in section 4509.101 of the ORC for motor vehicles.
10. The Applicant shall document that each vehicle operator has current/valid Ohio motor vehicle operator's license or a license appropriate to the vehicle (i.e., commercial driver's license) and have at least two years of licensed driving experience.
11. The Applicant shall document that an annual OBMV check on vehicle operators has been successfully completed. ACJFS reserves the right to request verification of a current driving record for any direct service worker.
12. The Applicant shall ensure that drivers are trained and knowledgeable in hands-on transfer techniques prior to transporting participants which will include but not be limited to: observation for signs of difficulty, proper way to offer to assist participant, proper assistance techniques and that each operator has been trained and skill-tested in the proper use of the wheelchair lift and securing mechanisms prior to transporting any wheelchair-bound participant.

Inspections and Compliances:

The Applicant is responsible for assuring the safety of each vehicle used to transport participants according to these standards:

1. The Applicant shall have a written plan for regularly scheduled maintenance and safety inspection of vehicles used and must document compliance with the plan.
2. Per O.R.C. 4766.04(A) any person who furnishes, operates, conducts, maintains, advertises, engages in, or proposes or professes to engage in the business or service of transporting people who are seriously ill, injured, or otherwise incapacitated or who require the use of a wheelchair or are confined to a wheelchair are required to be licensed by the Ohio Division of Emergency Medical Service.

3. All vehicles shall:

- a. Be equipped with seat belts for each individual transported, unless the vehicle is exempted by state law.
- b. Have documentation that an annual safety inspection has been conducted through either the Ohio State Highway Patrol safety inspection unit, or a certified mechanic as outlined in Appendix I-A.
- c. Vehicles designed for transporting five or more individuals shall be equipped with emergency equipment specified in Appendix I-A.

4. Vehicles equipped for transporting participants remaining in wheelchairs shall:

- a. Be equipped with permanently installed floor wheelchair restraints for each wheelchair position used
- b. Have documentation of daily inspection and testing of the wheelchair lift prior to transporting any participant that day as outlined in Appendix I-B.

IV. Proposal Specifications & Format:

Proposal Information:

All proposals submitted in response to the RFP will become the property of ACJFS and may be returned only at ACJFS' option and at the applicant's expense. In order to ensure fair and impartial evaluations, Proposals and any documents or other records related to a subsequent negotiation for a final agreement that would otherwise be available for public inspection and copying under section 149.43 of the Ohio Revised Code shall not be available until after the award of the agreement.

Proposal Cost:

The costs of developing proposals are entirely the responsibility of the applicant and shall not be chargeable to ACJFS under any circumstances. ACJFS is under no obligation to compensate the applicant for any expenses incurred as a result of the RFP process.

Proposal Communication:

From the issuance date of this RFP, until the evaluation of proposals has concluded, there may be no communications concerning this RFP between any applicant or possible applicant and any employee of ACJFS, or any other individual who in any way is involved in development or selection process of this RFP or the submitted proposals. All verbal communication must be restricted to the pre-proposal conference. Questions must be submitted in writing. Any verbal questions will not be answered except at the pre-proposal conference. Attempts to make prohibited communications by potential applicants may result in the disqualification of those applicants' proposals.

Proposal Format:

To assure each proposal receives the same orderly review, it is required that all proposals be submitted in the format as described in this section. Proposals must be easily reproduced, on quality paper, single spaced, clearly formatted to Times New Roman (or similar) 12-point font, and not stapled (please use binder clips or paper clips, if possible.) The proposal, including one (1) master, and three (3) copies, must be in a sealed envelope. Each section 1 - 4 will be clearly identified with cover pages provided, and if possible, identification on each page explaining to which section it belongs.

The proposal must be organized in the following format:

Cover Page (not provided) - A proposal cover page is required, including the applicant's name, the RFP title & RFP number. The cover page must clearly identify the proposal as a "master" or "copy".

Proposal Checklist - (Attachment E) must be submitted with "Master" copy only. If an Applicant feels that any of the required documents is not applicable to their organization, a narrative is required and must be submitted with the appropriate cover page.

Section 1 - Application Information (Attachment A):

Applicants will complete this section, identifying organization name, address, and other background information. The master copy of each proposal must have an original applicant information page with an original signature in blue ink. The proposal must be signed by an individual who is authorized to bind the applicant contractually. The signature must indicate the title or position the individual holds in the applicant's organization. Unsigned proposals will be rejected.

Section 2 - Required Documents:

Applicants shall submit the following with their proposal: (Cover pages are provided in Attachment C for each item and must be included with the proposal, preceding and identifying each required document).

- A. Financial Statement Requirement: (with master copy only)
 - 1. Most recent Financial Audit (prepared in accordance with Auditing Standards Generally Accepted in the United States of America). The audit report must cover a twelve-month period and be within the applicant's most recent two fiscal years.
 - or-
 - 2. If the applicant does not normally have an independent audit, ACJFS will accept a Compilation or Review Report prepared by an independent accountant for the applicant's most recent fiscal year end. The statement must be prepared in accordance with Statements on Standards for Accounting and Review Services Issued by the American Institute of Certified Public Accountants. These statements are prepared in accordance with Generally Accepted Accounting Principles (GAAP).

In lieu of financial statements prepared on the accrual basis (GAAP), ACJFS will accept financial statements prepared on the cash or income tax basis of accounting with full disclosure.

- B. Articles of Incorporation
- C. Proof of Liability Insurance/Other Required Insurance
- D. Equal Employment Opportunity - Affirmative Action Plan
- E. Professional or Operating licenses
- F. Documents used for Monitoring
- G. Employee Training Program description
- H. If applicable: a copy of the license(s) to operate the taxicab company in each area of service
- I. Documentation of licensure and certification by the Ohio Division of Emergency Medical Service, if applicable
- J. Affidavit of Delinquent Personal Property Tax ORC 5719.042
- K. Affidavit of Non-Collusion
- L. Non-Discrimination Agreement O.R.C. 153.59
- M. Representations, Assurances, and Certifications document
- N. Certification Regarding Lobbying
- O. OMB Circular 2 CFR 200 Audit Certification Form
- P. Background checks of all employees that provide direct services to transportation participants.

Section 3 - Program Planning and Development:

The Program Planning and Development section must include the following information:

- A. Program description: Provide a description of how the program service specifications will be fulfilled. The description should demonstrate the applicant's understanding of the program as described in the RFP.
- B. Provide a summary of service and description for each of these areas:
 - 1. Days and hours service is available. ACJFS seeks to provide services 24 hours a day, 7 days per week.
 - 2. The number of years the applicant has been providing service(s) similar to the proposed service(s), resulting in relevant experience.
 - 3. Specifications:
 - (a). A detailed description of the Applicant's method of calculating a trip charge. ACJFS reserves the right to negotiate with individual applicants the method of charging trip mileage.

- (b). Define a round trip ride.
 - (c). Describe the method of charging a "shared" trip.
 - (d). Number of vehicles used to provide service, passenger capacities and number of wheel-chair lift equipped vehicles.
 - (e). Identify procedures to efficiently provide services to multiple passengers while avoiding excessively long trips.
 - (f). Schedule trips to ensure that the average waiting time for pick-up or delivery does not exceed fifteen (15) minutes from the stated pick-up or delivery time.
 - (g). Develop procedures to accommodate last minute requests, scheduling changes, late running vehicles and "no-shows".
 - (h). Assure that ninety percent (90%) of shared-ride trips take no more than 30 minutes more than the time required to accomplish the same trip, at the same time of day, under the same weather and traffic conditions, as on a non-shared basis.
 - (i). Report all incidents, accidents or complaints to ACJFS within 24 hours of the occurrence. Any accident involving passenger injury needs to be reported to ACJFS immediately or if during
- C. Geographic service areas: Applicants shall provide a narrative that addresses how they plan to deliver services both within and outside of Ashtabula County.
- D. Organizational structure: State the history of the applicant organization. Include date of incorporation, main source of financial support, organizational chart, Board of Trustees and/or Advisory members.
- E. Applicant/Staff Qualifications: An explanation of qualified staff associated with the proposed service must be provided, as well as job descriptions for all positions addressed in the program description and budget in order to demonstrate an acceptable level of staff experience and capabilities in performance of the proposed service.

When completing sections 2 and 3, if an applicant feels that one or more of the requirements does not apply, a narrative reflecting the reason a requirement does not apply must be included.

Section 4 - Applicant Budget (Attachment B):

An electronic copy of applicant budget is available upon request.

All applicants are required to submit an Applicant Budget (Attachment B) which establishes a unit rate(s) for the proposed service. The unit rate shall include all costs associated with program including administrative, training, and record documentation. All rates included in the proposal are subject to negotiation if an applicant is awarded an agreement.

Unit of Service:

1. A unit of service is equal to one mile.
2. Proposals must include a standard all-inclusive rate per mile for all forms of transportation, all types of vehicles (standard passenger vehicle, van or mini-van, or wheelchair lift equipped vehicle). The standard rate must cover all trips either within Ashtabula County or Outside of Ashtabula County. The rate shall not include any type of "base" or "surcharge" fee.

Published Public Rates: Proposals must include published public rates if the Provider offers services to the general public.

V. Evaluation and Selection Process:

Proposal Evaluation:

The review process will be conducted in two (2) stages. Stage 1 will consist of a preliminary review to ensure that the proposal adheres to the minimum requirements specified in the RFP. Proposals which adhere to the minimum requirements will be deemed "Qualified". Those which do not, will be deemed "Non-Qualified". Partial submissions or proposals submitted after the designated deadline will be determined to be "Non-Qualified". "Qualified" proposals will then be reviewed in Stage 2, in accordance with the review process.

Stage 1 Review:

"Qualified" proposals in response to the RFP must meet the following requirements:

1. Timely Submission - The proposal is received at the address designated in the RFP and according to instructions. Proposals mailed but not received at the designated location by the specified date will be deemed "Non-Qualified" and will not be considered.
2. Completeness of Submission - proposal submission must include:
 - a. Required number of copies: 1 master and 3 copies (4 total)
 - b. Section 1 Applicant Information Page (Attachment A)
 - c. Section 2 Required Documents A,B,C,D,E,F,G,H,I,J,K,L,M,N,O,P
 - d. Section 3 Program Planning & Development
 - e. Section 4 Applicant Budget, Published Public Rates, Other Negotiated Rates

Proposals which do not meet all of the above stage 1 review requirements will be deemed "Non - Qualified" and will not be reviewed in stage 2.

Stage 2 Review:

All "Qualified" proposals will be reviewed and evaluated. At any time during the review process ACJFS may request additional information from the Applicant. The evaluation will include, but will not be limited to:

- Information obtained from Program Planning and Development (Section 3):
 - A. Applicant's program description shows understanding of the services requested and provides a detailed description of how the service specifications will be fulfilled.
 - B.1 Ability to adequately service clients according to hours of operation as stated in RFP.
 - B.2 Applicant demonstrates experience with this service or similar service. If experience is not available, applicant shows they qualify to provide the services without prior experience.
 - Applicant has thoroughly defined the method of charging for trips.
 - The Applicant has sufficient vehicle capacity to meet the needs of the program.
 - Applicant demonstrates the ability and experience for scheduling of trips, shared rides, effective utilization of vehicle capacities, problem solve unforeseen changes in trip scenarios.
 - C. Applicant is able to meet the geographical needs of the service area.
 - D. & E. organizational structure, staffing level, qualifications and experience are sufficient to accomplish the requirements of the RFP.
- Cost of proposed service from Applicant Budget (Section 4):
 - The budget effectively defines the unit rate.
 - The budget is inclusive of only necessary costs associated with the program.

Following the Stage 2 Review, one or more Applicants may be invited to ACJFS for oral presentations if ACJFS determines oral presentations to be necessary. Information obtained during the presentation stage will be used in conjunction with Stage 1 and 2 review to complete the evaluation process.

Proposal Selection:

Selection of one or more Applicants based upon the results of the Stage 1 and Stage 2 evaluations may result in the issuance of an agreement. Proposal selection does not guarantee an agreement for services will be awarded. If ACJFS and the Applicant are unable to successfully come to terms regarding the agreement, ACJFS reserves the right to terminate agreement discussions without cause. In this event, ACJFS reserves the right to select another Applicant from the proposal process, cancel the RFP, or reissue the RFP if this is deemed necessary.

Acceptance and Rejection of Proposals:

The decision of the ACJFS and the Board of Ashtabula County Commissioners shall be final. The waiver of an immaterial defect shall in no way modify the RFP documents or excuse the Applicant from full compliance with its specifications if the Applicant is awarded the agreement.

Per O.R.C. 307.862 section B.10:

(a) ACJFS and the Board of Ashtabula County Commissioners reserve the right to reject any proposal in which the applicant takes exception to the terms and conditions of the RFP; fails to meet the terms and conditions of the RFP, including but not limited to, the standards, specifications, and requirements specified in the RFP; or submits prices that ACJFS and the Board of Ashtabula County Commissioners considers to be excessive, compared to existing market conditions, or determines exceed the available funds allocated for this service.

(b) ACJFS and the Board of Ashtabula County Commissioners reserve the right to reject, in whole or in part, any proposal that has been determined, using the factors and criteria ACJFS and the Board of Ashtabula County Commissioners develops, would not be in the best interest of the county.

(c) ACJFS and the Board of Ashtabula County Commissioners may conduct discussions with applicants who submit proposals for the purpose of clarifications or corrections regarding a proposal to ensure full understanding of, and responsiveness to, the requirements specified in the RFP.

Post Selection Meeting:

The post-selection meeting may be utilized only by "Qualified" Applicants passing the first level review, who wish to obtain clarifying information regarding their non-selection. If an Applicant wishes to discuss the selection process, the request for an informal meeting and the explanation for it must be submitted in writing within five days of the receipt of the non-selection notice. The request for a meeting should be sent to Renee Dragon at the address given in the Contact Person section.

VI. Award of Contract/Sub-grant Agreement:

Overview:

The agreement shall incorporate the terms, conditions and requirements of the RFP, the Applicant's proposal and all other agreements that may be reached. ACJFS will design, develop and implement the structure of the agreement. This RFP, the successful Applicant's proposal and other applicable addenda will become part of the final agreement.

Availability of Funds:

ACJFS reserves the right to not award an agreement through this RFP process, based on available funding.

Agreement Period:

The agreement has a tentative effective date of 10-1-22 through 9-30-23.

Invoicing:

Provider(s) will be required to submit a detailed invoice to ACJFS on a monthly basis in a format approved by ACJFS. Payments will be made based upon the agreed rate. Providers will report actual expenses monthly in a format approved by ACJFS. Payments will be reconciled periodically to ensure that total payments do not exceed actual expenses.

Performance & Monitoring:

ACJFS will monitor the manner in which the terms of the agreement are being carried out. ACJFS reserves the right to schedule monitoring visits at regular intervals or may request detailed reports from the Provider(s). Provider(s) agrees to provide ACJFS reports relative to the effective operation of the program. ACJFS may perform at least one on-site monitoring visit during the agreement period. Provider(s) and ACJFS may meet at mutually agreed upon times for the purpose of reviewing service data and agreement issues. Provider(s) must maintain records sufficient to document eligibility and any additional demographic data requested by the ACJFS.

See Attachment D for a sample Agreement for minimum contractual requirements of all ACJFS Providers. ACJFS reserves the right to add or delete agreement language to meet the project needs.

Confidentiality and Security:

The Provider agrees that information concerning eligible individuals shall only be used in support of the service program. Disclosure of information for any other purpose is prohibited except upon the written consent of the eligible individual. Both the Provider and ACJFS will complete the necessary consent forms with participants so that information can be exchanged as needed.

Publicity:

Any program descriptions, publicity releases, or other public references including but not limited to, both internal and external informational pamphlets, brochures, and media releases on the services provided under this agreement will clearly state that the services are funded by ACJFS. Provider assumes responsibility for the development and cost associated with these items and agrees to obtain approval from ACJFS before releasing promotional materials and/or items.

Applicable Laws and Rules:

Providers shall understand, agree with, and comply with the following:

1. Americans with Disabilities Act of 1990
2. Occupational Safety and Health Act of 1970
3. Equal Employment Opportunity Act
4. Documentation of licensure and certification by the Ohio Division of Emergency Medical Service, if applicable.
5. Any Federal, State and Local laws regarding the service.

If awarded an agreement which exceeds \$100,000.00, Providers shall understand, agree, and comply with the following:

6. Clean Air Act, as amended, 42 USC §§ AA 7401 et seq.
7. Certify that no funds appropriated by the agreement will be used for lobbying as described in 31 USC 1352. The Applicant shall submit a "Certification Regarding Lobbying" as required by 49 CFR part 20.
8. The Provider certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. The Provider shall submit an "Integrity Certification" regarding debarment, suspension, and other responsible matters.

Patent or Copyright Liabilities:

The Provider will protect, defend and hold free and harmless ACJFS, Ashtabula County, its officers, employees, agents, and Board of County Commissioners against all claims that any of the designs supplied hereunder infringe a U.S. patent or copyright. The Provider will pay all resulting costs, damages, and attorney's fees to defend Ashtabula County against such claims. ACJFS will promptly notify the Provider in writing of all claims, and the Provider will have control of the defense and all related settlement negotiations. If such claim has occurred, or is likely to occur, ACJFS agrees to permit the Provider, at Provider's option and expense, either to procure for ACJFS the right to continue using the designs or programming or to replace or modify the same so that they become non-infringing but still meet the requirements of the RFP.

Software and Ownership Rights:

ACJFS will have ownership rights in software, software modifications, and associated documentation designed, developed, or installed with the use of County funds. ACJFS reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, or otherwise use and authorize others to use the software, software modifications and documentation for County, State, and Federal government purposes (edited APM.4046. (5)).

Appendix I

Appendix I-A

Transportation Requirements

Required Annual Inspection Elements for Vehicles:

1. Seating:

- a. All seats must be securely fastened to the floor.
- b. No broken tubing or protruding pieces of metal should be around seats.

2. Defrosters & Heaters:

- a. Must operate as designed.
- b. Heater cores must be clean and free of leaks and obstructions to the flow of air.
- c. Hoses must not have cracks or leaks and must otherwise be in good condition.
- d. Fan guards must be metal or plastic.

3. Windshield Wipers & Washers:

- a. Must operate as designed.
- b. Wiper blades in the vehicle operator's field of vision must be clean.
- c. Wiper blades must not be brittle or badly worn.

4. Vehicle Floor:

- a. Must be metal
- b. Must be intact without holes.

5. Mirrors:

- a. Must have at least one rear view interior mirror that is properly secured and in proper placement.
- b. Must have at least one mirror on each side of the vehicle that is properly secured and in proper placement.
- c. Prismatic lens must be properly installed.
- d. All mirrors must enable operators to see a clean image (i.e. without cloudiness, cracks, or other obstacles on the mirror to interfere with reflection).

6. Emergency Equipment:

- a. The red reflectors must be stored in the vehicle.
- b. The vehicle must have a five-pound dry chemical fire extinguisher with the minimum rating outlined in section 20 b.c. of the Ohio fire code and based on section 10 of the National Fire Protection Association. The fire extinguishers must be securely mounted near the vehicle operator for easy access.
- c. The vehicle must be equipped with a first aid kit.

7. Brakes:

- a. Properly located and free of crimps, rust, breaks in integrity, and not in contact with inappropriate vehicle components.
- b. Tail exhaust pipes are properly secured to prevent dropping on the break line.

- c. Vehicles using vacuum-assisted breaks: wheel cylinders, master cylinders, hydrovac, and hose connections must be free of fluid leaks.
- d. Vehicles using air brakes: reservoirs, chambers, valves, connections, and lines must be free of air leaks.
- e. During inspections, brake pads must be checked against the vehicle manufacturer's specifications.
- f. All moisture ejection valves must be free of leaks and in proper working order.

8. Emergency Brakes:

- a. The vehicle must have a functional emergency brake that is capable of stopping or holding the vehicle in an emergency or while parked. The emergency brake shall hold the vehicle on any grade and under all conditions of loading on a surface free of snow, ice, or loose material.
- b. If the emergency brake is located on the drive shaft, the brakes shall:
 - i. Hold the vehicle in parked position;
 - ii. Be properly mounted, and;
 - iii. Have cables that are properly lubricated and not hazardously worn.

9. Steering Gear:

- a. The steering shaft must have no more than one half-inch upward motion when the steering wheel is pulled upwards.
- b. The steering gear assembly, power steering unit, brackets, and mounting bolts must be securely fastened.
- c. If installed, power steering must be operative, properly mounted, and have correct fluid levels and belt tensions.
- d. Tie rod ends must function properly.
- e. Tires must not rub any chassis or body component in any position.

10. Horn: Must operate as designed.

11. Windshield & Windows:

- a. Window glass must be free of chips or cracks and be securely mounted without exposed edges.
- b. Plexiglass will not be used to replace safety glass.

12. Emergency Door:

Applicable to Bus Type Vehicles

- a. The door must be able to open to its maximum width without catching or binding.
- b. All handles must be permanently installed.
- c. Operating instructions for the emergency door must be lettered or decaled inside the emergency door.
- d. The safety buzzer must operate as designed and be placed in the vehicle operator's area to warn passengers that the emergency door is opened.
- e. The door must be free of temporary or permanent obstructions.
- f. No padlocks or other added security devices are to be used to secure the door while the vehicle is in motion.

13. Springs & Shocks:

- a. Must be intact
- b. Must be properly mounted
- c.

14. Tires:

- a. Must have no less than two sixteenth inch tread pattern measured anywhere on the tire.
- b. Retread tires should not be located on the steering axle.
- c. Must be free of irregular wear, cuts, bruises, and breaks.
- d. Must be balanced and in proper alignment.
- e. All lugs must be present and fitted tightly on tires.
- f. All tread types must match mated tires.

15. Exhaust System:

- a. Must be intact and operating as designed.
- b. All pipe and muffler joints must be properly welded or clamped.
- c. Exhaust manifolds must be free of cracks and missing bolts.

16. Lights:

- a. Must operate as designed.
- b. Must meet ORC and OAC requirements for vehicle lighting.

17. The Vehicle Body:

- a. Condition must be intact.
- b. Must be free of broken parts that can cause injury.

18. Gas Tank:

- a. Must be free of rust, damage or leaks.
- b. Must be securely mounted.

19. Seating Area & Aisle: Must be free of debris.

Appendix I-B

Required Daily Wheelchair Lift Inspection Elements:

Before each day's services are provided, providers must complete and document an inspection of the wheelchair lift prior to any participant service that day according to the following specifications:

1. Run the lift through one complete cycle to be sure that it is operable.
2. Check for any signs of seal leaking or binding of hardware.
3. Check for frayed or damaged lift cables, hydraulic hoses, or chains.
4. Check for physical damage and jerky operation.
5. Check for hazardous protrusions and exposed edges. Assure that all protrusions are adequately padded and protected.
6. Check all fasteners and assure that all bolts are snug.
7. Make sure the lift is properly secured to the vehicle when stored.
8. Clean the lift completely of dirt, mud, gravel, and corrosive elements such as salt.
9. Lubricate the lift in compliance with the manufacturer's requirements.
10. Providers shall not use the lift any time repairs are necessary.

Attachment A

Transportation Programs

Applicant Information

AGENCY / ORGANIZATION NAME: Richmond Transportation LLC

ADDRESS: 5456 Main Ave, Ashtabula

PHONE: 440-998-0080

FAX: 440-998-6667

SERVICE SITE (if different than above): _____

ADDRESS: _____

PHONE: _____

FAX: _____

FEDERAL TAX I.D. NUMBER: 46-2892223

EXECUTIVE DIRECTOR/DIRECTOR: LISA M. Richmond

PROGRAM COORDINATOR: Same

EMAIL: LISA.Richmond50@gmail.com

FISCAL CONTACT: Same

EMAIL: Same

TERMS AND CONDITIONS

It is understood and agreed upon by the undersigned authorized individual that: Funds granted as a result of this request are to be expended for the purposes set forth and in accordance with all applicable laws, regulations, policies and procedures of this State, County, and the Ashtabula County Job & Family Services (ACJFS). Any proposed changes in the proposal as approved will be submitted in writing by the applicant and upon notification of approval by the ACJFS shall be deemed incorporated into and become a part of this agreement. This request for proposal is being issued on the basis of the presumed availability of funds. ACJFS will not be liable should funds be eliminated or reduced. Completion of a proposal does not imply that ACJFS will fund a proposal. Proposals are subject to review by representatives of ACJFS. At its sole discretion, ACJFS may negotiate the unit price, or any other factors, prior to determining to enter or not to enter a contract based on a proposal.

NAME, TITLE AND SIGNATURE OF AUTHORIZED INDIVIDUAL:

NAME: LISA M. Richmond SIGNATURE: Lisa M Richmond

(Note: original signature must be in blue ink)

TITLE: Owner DATE: 7/14/22

Richmond Transportation, LLC

Section 3

Program Planning and Development

PROPOSAL

For

Health Related Transportation
Employment Related Transportation

ACDJFS RFP #4-22

Richmond Transportation
2423 Deerfield Drive
Ashtabula, OH 44004
(440)964-9403

Lisa M. Richmond, Owner

Richmond Transportation, LLC
2423 Deerfield Drive
Ashtabula, OH 44004
RPF#4-22

Section 3

A. Program Planning and Development

Richmond Transportation program planning and development will meet all requirements of requested by the Ashtabula County Department of Job & Family Services to provide health related and employment related transportation services to Ashtabula County residents. We will cover all of Ashtabula County and surrounding counties, as needed. We will provide safe, courteous, and reliable transportation to passengers and they will receive top priority from our company.

Richmond Transportation complies with all federal, state, and local laws as well non-discrimination laws, federal, wage, and hour laws, and workers' compensation laws. We also follow the Equal Employment Opportunity –Affirmative Action plan, and comply with the Drug Free Work Place Act as well as the Ohio Administrative Code of Employee Ethics.

All drivers are fingerprinted and all drivers passed the Ohio BCI & I as well as the FBI criminal background check as well as the Federal Exclusion Screening and have no criminal background history. OBMV checks are run annually on each driver. Our drivers also have been trained in hands-on transfer techniques, looking for signs of difficulty, wheelchair lift procedures, CPR, and first aid.

B. Summary of Services

1. Richmond Transportation's office is open Monday through Friday from 8:00 am to 4:30pm. These times are flexible and transportation will be provided 7 days a week, 24 hours a day by reservation. Telephone calls and appointment scheduling will be taken Monday through Friday from 8:00 am to 4:30pm. Our answering system will be active 7 days a week, 24 hours a day.

2. Since June 2012, we have transported yO! students from their homes to classes. We have been able to get the students to and from class safely and promptly. Our staff has a good rapport with all passengers and genuinely cares about each individual.

During the summer starting in 2012, we have transported students under the TANF grant. The number of students that were transported increased dramatically from the summer of 2012. We were able to transport the students safely and promptly as well accommodate last minute schedule changes quickly and effectively.

We also provide student transportation for the After School Discovery Program and, at times, ABC Daycare. We also currently provide rides for passengers subcontracting for Provide-a-Ride.

From 2015 to 2018 we subcontracted with Country Neighbors. We did not renew our contract with Country Neighbors because of the lack of jobs we were assigned and those jobs were not cost effective to Richmond Transportation.

In March 2016, we started transporting Heath and Employment passengers for Ashtabula County Department of Job & Family Services. We transport a large amount of passengers effectively throughout Ashtabula County as well as other areas throughout Ohio.

3. Specifications

- a. Richmond Transportation will charge \$3.65 per mile for each trip. The *mileage* will begin at our lot at 5456 Main Avenue, Ashtabula and end when the vehicle returns to the lot.
- b. A *round trip ride* is when we leave our lot, pick up the passenger, take him or her to their destination and then return him or her home and return to our lot.
- c. A *shared ride* will be divided equally among the passengers. We will take the total mileage and divide it by the number of passengers and bill it as a shared ride.
- d. Wait time will be calculated as follows: The first 5 minutes are free and each minute thereafter will be \$0.40 a minute not to exceed the guidelines set forth by JFS. If a ride is shared, the wait time will start when the last person in the trip is dropped off and will end when the last passenger is picked up to return to Ashtabula. This charge is per trip not per passenger.

Private passenger renting our vehicles for wine hops and other events starts at \$48 and up per hour with a three consecutive hour minimum rental. Wait time is included in the hourly rate.

- e. Richmond Transportation has (1) 31 passenger transit bus, (1) 24 passenger transits (1) 15 passenger transit bus (1) 14 passenger transit buses with a wheelchair lift, (5) 14 passenger van, and (10) mini-vans.
- f. Trips with multiple passengers will be placed in the same vehicles based on appointment times and similar destinations to efficiently provide services without excessive wait times. We will make it a priority to ensure prompt, effective service.
- g. Trips will be scheduled accordingly so that the passengers do not wait more than fifteen minutes then stated pick-up and delivery.
- h. Last minute requests will be honored to the best of our ability and we will do everything we can to accommodate the passenger. Passengers will be called by the manager to inform him or her of any scheduling changes and late running vehicles. If a passenger has more than 3 no shows, then ACDJFS will be notified and a solution will be worked out to ensure effectiveness.
- i. Richmond Transportation, LLC. will coordinate shared-ride trips so that passengers do not have excessive wait times. If weather and traffic conditions are poor, Richmond Transportation, LLC will make the necessary adjustments so that the passengers do not have excessive wait times.
- j. All incidents, accidents, and complaints will be reported to ACDJFS within 24 hours of the occurrence or immediately or the next business day. The enclosed forms will be used for reporting purposes to ACDJFS.

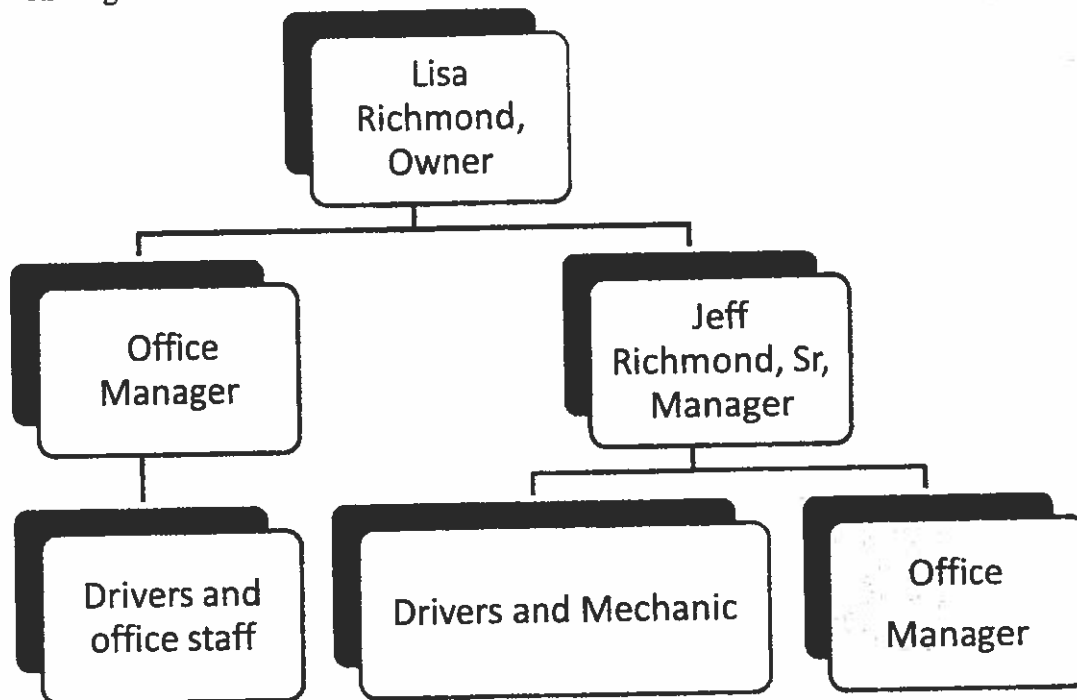
C. Geographic Service Areas

Richmond Transportation will provide transportation to all Ashtabula County residents. We will transport passengers to destinations within Ashtabula County as well as outside of Ashtabula County.

D. Organizational Structure

This company was originally started in the spring of 2011 as a sole proprietorship. Then Richmond Transportation, LLC was formed May 22, 2013. The main source of financial support is through revenue generated from other transportation jobs. The sole owner of the company is Lisa M. Richmond.

An organizational chart is below.



E. Applicant/Staff Qualifications

Lisa Richmond, Owner, is responsible for scheduling, invoicing, and accounts payable.

Jeff Richmond Sr, Manager, reports to the owner, and is responsible for drivers, vehicles, vehicle maintenance, documentation, and quality assurance.

Office Manager, reports to the owners and works with administrative assistants and drivers to coordinate schedules, drivers, and vehicle assignments. She is also responsible for booking, accounting tasks, and human resources.

Administrative Assistants are responsible for the daily scheduling, driver assignments, trip changes, answering phone calls, and dispatching.

Drivers report to the managers and are responsible for daily pre and post vehicle inspections and as well as transporting passengers in a safe, timely manner.

Mechanics report to the owner and to the manager and is responsible to do regular maintenance on all vehicles and review the pre and post inspection logs and make any necessary repairs.

The job descriptions are as follows:

Owner:

Responsible for scheduling, invoicing, and accounts payable and receivables

Managers:

Responsible for driver assignments for last minute changes, vehicle documentation, and maintenance and quality assurance

Administrative Assistants:

Responsible for coordinating schedules, making reservations, keeping records and logs, managing accounts receivable and payables. They are also responsible for answering the telephone and assisting clients. They also schedule and assists the owner when needed.

Accountant:

Responsible for payroll and fiscal responsibilities

Drivers:

Provide the transportation for passengers to and from their appointments and assist them when needed. They are responsible to perform a pre and post daily inspection on vehicles and wheelchair lifts and complete the proper documentation as evidence. They are to maintain their vehicle for cleanliness.

Mechanics are responsible to do regular maintenance on all vehicles and review the pre and post inspection logs and make any necessary repairs. They are responsible to order needed supplies and parts and to keep the vehicles and shop clean. They communicate with the drivers to keep all vehicles in good working order.

Our drivers have been with our company for 1 to 5 years and all of our drivers are over 25 years old and have a clean driving record.

All drivers passed the Ohio BCI & I as well as the FBI criminal background check and have no criminal background history and are annually recheck through the Ohio BCI & I and FBI. All drivers are also screened through the Federal Exclusion Screening. OBMV checks are run annually on each driver.

All drivers are CPR and First Aid certified and are certified to operate wheelchair lifts and certified in handling all passengers especially the elderly. Each driver must successfully pass the Defensive Drivers course.

Exhibit II

(Fee Schedule)

**Richmond Transportation
Rate / Fee Schedule and Definitions:**

Rate Type:	Rate Amount:	Definition Specifications:
Unit Cost Per Mile	\$ 3.58	Unit Rate of \$3.58 per mile for each trip with mileage beginning at the Base Lot at: 5456 Main Avenue, Ashtabula, Ohio; and, with mileage ending when the vehicle returns to the Base Lot.
Round Trip	\$ 3.58	A round trip begins at Base Lot, picks up passenger, takes the passenger to their destination, returns the passenger to their home and returns to the Base Lot.
Wait Time	\$ 0.45	Wait time will be calculated as follows: The first 5 minutes are free and each minute thereafter will be \$0.45 a minute not to exceed 480 minutes (8 hours) per trip. If a ride is shared, the wait time will start when the last person in the trip is dropped off and will end when the last passenger is picked up to return to Ashtabula. This charge is per trip not per passenger.
Shared Rides	NA	A Shared Ride will be divided equally among the passengers. Total Mileage ÷ Number of Passengers = Cost per Passenger per Trip.



Office of Auditor of State
88 East Broad Street
Post Office Box 1140
Columbus, OH 43216-1140

Auditor of State - Unresolved Findings for Recovery Certified Search

(614) 466-4514
(800) 282-0370

I have searched The Auditor of State's unresolved findings for recovery database using the following criteria:

Contractor's Information:

Name: ,
Organization: **Richmond Transportation**
Date: **9/1/2022 9:52:09 AM**

This search produced the following list of **19** possible matches:

Name/Organization	Address
African Refugee Educational and Cultural Services	3800 Sullivant Avenue
Aldrich, Thomas	185 N. Chestnut St.
Clarich, David	1178 E. Aurora Road
Frick, David	
Friedrich, Cindy	1/2 104 Wood Street
Helping Africans in a New Direction	6084 Busch Blvd. #4
Horn of Africa	4174 Christy Bloom Drive
Lariccia, Robert	2961 Ridgeline Trail
Liberty Local School District	4115 Shady Road
Price, Jennifer	3156 Josephine St. NW
Price, Scott	16098 #25 State Route 235
Rice, John	
Richey, Nelda	522 Laura Dr.
Ricketts, Mark	335 Willow Road
Roderick, Benjamin	3319 Market Street
Somali American Youth	5732 Pine Tree St. W Apt. G
Somali Development Agency/Americom	4312 Westport Road
Strickler, Ryan	
Strickling, Vivian	11755 Norbourne Dr., Apt. 1001

The above list represents possible matches for the search criteria you entered. Please note that pursuant to ORC 9.24, only the person (which includes an organization) actually named in the finding for recovery is prohibited from being awarded a contract.

If the person you are searching for appears on this list, it means that the person has one or more findings for recovery and is prohibited from being awarded a contract described in ORC 9.24, unless one of the exceptions in that section apply.

If the person you are searching for does not appear on this list, an initialed copy of this page can serve as documentation of your compliance with ORC 9.24(E).

Please note that pursuant to ORC 9.24, it is the responsibility of the public office to verify that a person to whom it plans to award a contract does not appear in the Auditor of State's database. The Auditor of State's office is not responsible for inaccurate search results caused by user error or other circumstances beyond the Auditor of State's control.

Signature Page

Re: An agreement between Ashtabula County Job & Family Services and **Richmond Transportation** for a **Health Related Transportation Contract for FY 2023**.

Approved as to Legal Form Only:

By: 
Colleen M. O'Toole
Ashtabula County Prosecutor

Date: 
MJH 9.1.22

FISCAL OFFICER'S CERTIFICATE

5705.41 O.R.C.

The undersigned, County Auditor of Ashtabula County, hereby certifies that the amount required to meet the obligations of the County during the year 2022 under the Agreement has been lawfully appropriated for that purpose and is in the Treasury of the County or in the process of collection to the credit of: **2006.030.100-601 Contract Services**; not to exceed **\$150,000.00**, and free from any previous encumbrances.

Agreement Title: A **Health Related Transportation Contract** between **Ashtabula County Job & Family Services** and **Richmond Transportation**.



David Thomas
Ashtabula County Auditor

Date: _____

9/12/22

PURCHASE OF TRANSPORTATION SERVICE CONTRACT FOR HUMAN SERVICE PROGRAMS

Contract # 23-3009-ERT

This contract made and entered into on the 1st day of October 2022 by and between the Ashtabula County Job & Family Services and the Ashtabula County Board of County Commissioners or its governing body (hereinafter referred to as ACJFS), and Sunset Transportation & Rentals, LLC located at: 4690 Lake Road East, Geneva, Ohio 44041 (business mailing address: 4519 East Maple Road, Geneva, Ohio 44041), and whose phone number is: 440-361-4013 or 440-855-5314, (hereinafter referred to as Provider) to provide transportation services for a variety of programs to ACJFS.

Pursuant to Chapter 5101 of the Ohio Revised Code, and rules promulgated by the Ohio Department of Job & Family Services, the ACJFS is authorized to contract with public or private agencies for the purchase of services. The following are the terms of the contract.

1. **Purchase of Service**: Subject to terms and conditions set forth in this contract and the attached Exhibits (such exhibits are deemed to be a part of this contract as fully as if set forth herein), ACJFS agrees to purchase for, and Provider agrees to furnish to, eligible individuals those specific services as detailed in Exhibit I, (the Request for Proposal and the Provider's Proposal).
2. **Purpose**: ACJFS and Provider agree to coordinate services detailed in Exhibit I, and to make all reasonable efforts to coordinate with other service providers, to establish a cooperative, comprehensive county plan for an effective ACJFS transportation program. Provider agrees to ensure that the funds included in this Agreement are used, and the family services duties for which the grants are awarded are performed, in accordance with conditions, requirements and restrictions applicable to the duties established by the Departments and state and federal and local laws, as well as the federal terms and conditions of the grant award.
3. **Contract Period**: This contract will be effective from October 1, 2022 through September 30, 2023 inclusive, and thereafter subject to renewal, at ACJFS' option, for up to two (2) additional time periods unless otherwise terminated.
4. **Availability of Funds**: Payment for all services provided in accordance with provisions of this contract are contingent upon availability of (and will not exceed the total of) local, state and federal matching funds. The total amount of reimbursement available under this contract will not exceed:
\$ 30,000.00
5. **Cost and Delivery of Purchased Services**: Subject to the limitations specified in Article 4 hereof and as detailed in Exhibit II showing individual rates.
6. **Eligibility of Services**: Eligibility shall be considered when ACJFS determines the participant to be eligible for one or more of the following programs: **OWF, SNAP ET/ABAWD, SNAP ET, LEAP, PRC**. Employees of the Provider cannot transport their own family or themselves to appointments that are paid for by ACJFS. Exceptions to this policy will be reviewed and approved or denied on a case-by-case basis by ACJFS.
7. **Non-Eligible Service**: Individuals who are not eligible for the Human Services programs may use

transportation as space permits, with the cost of service being recovered as outlined in a separate agreement by Provider and the referral agency. Individuals eligible for ACJFS Programs shall have priority over all others when ACJFS has authorized the purchase of service.

8. **Fees:** No additional fees will be charged by the service provider to ACJFS eligible individuals for authorized service. Non ACJFS clients who may ride with that individual will be charged the normal and customary fare.
9. **No Show Fees:** A Provider cannot charge “no show” fees due to state Medicaid payment rules that do not allow billing for services not rendered.
10. **Payment for Purchased Service:** Monthly invoices are due to ACJFS by the 15th of the month following the month of service. Repeated untimely and/or incorrect invoices will be grounds for termination pursuant to Contract Section 14, Termination. ACJFS is not responsible for delayed payments due to late, incorrect or incomplete invoices. All invoices submitted will be subject to audit and adjustments by ACJFS and the Ohio Department of Job and Family Services (ODJFS) after payment is made. Attention is directed to Contract Section 25, Responsibility for Audit Exceptions.
11. **Invoice Format:** Provider’s invoice will consist of:
 - (1) A one-page summary invoice signed by an authorized representative and will include:
 - Contract number
 - Service month and year
 - Provider’s name, address, telephone number and billing contact person’s name
 - Total amount invoiced for the month
 - (2) An electronic spreadsheet (provided by ACJFS or another approved format agreed to by both ACJFS and Provider). Provider will include all service provided during the service month on the spreadsheet and the following information for each trip:
 - ACJFS program to be charged
 - Date of trip
 - Client last name
 - Client first name
 - Client pickup address
 - Client destination address
 - Stop(s) address(es)
 - PCA (personal care assistant) name(s) or indication if person is a PCA
 - Total trip mileage
 - Mileage rate
 - Number of one-way trips per passenger
 - Wait start & stop times
 - Total wait minutes being charged
 - Wait time rate
 - Indication if trip is a lift
 - Total trip charge
 - Indication of whether trip was shared with other ACJFS client (to split cost of trip)
 - Driver’s name
 - Report no-shows and cancellations as that could affect the eligibility of the client.
12. **Splitting the Cost of Trips:** Provider is required to split the charge among all ACJFS client passengers

for multiple passenger trips.

13. **Duplicate Billing:** Provider warrants that claims made to ACJFS for payment for purchased services shall be for actual services rendered to eligible individuals and do not duplicate claims made by Provider to other sources of public funds for the same service.
14. **Amendment of Contract:** This contract may be amended at any time by a written amendment signed by both parties.
15. **Termination:**
 - a. In the event that Provider does not faithfully and promptly perform its responsibilities and obligations under this contract as determined by ACJFS, ACJFS may terminate the contract by providing Provider with written notice thirty days in advance of the termination date.
 - b. In the event that ACJFS does not faithfully and promptly perform its responsibilities and obligations under this contract, Provider may terminate the contract by providing ACJFS with written notice thirty days in advance of the termination date.
 - c. This contract may be terminated by mutual agreement of the parties. If terminated under this provision, the effective date of termination will be thirty days after the date on which the two parties reach their decision.
 - d. Notwithstanding Sections (a), (b), and (c) of this Article, if the federal and/or other funds designated for the individual program are not available or substantially reduced to ACJFS in an amount adequate to support the activities under this contract as determined by ACJFS, ACJFS may terminate this contract. Such termination is not subject to advanced written notice but will be effective on the date federal and /or other funds are no longer available, or later as stipulated by ACJFS and all reimbursement to Provider will cease as of that date.
16. **Subcontracting:** When deemed necessary to deliver services of the quantity and quality specified in Exhibit I, Provider may subcontract. All such subcontracts will be in the same form as this contract and subject to the same terms, conditions, and covenants contained herein. No such subcontracts shall in any case release Provider of its liability under this contract. Provider is responsible for making direct payment for such services.
17. **Independent Contractors:** Providers, agents, and employees of Provider or the subcontractors will act in performance of this contract in an independent capacity and not as officers or employees or agents of the State of Ohio or ACJFS.
18. **Vehicle Maintenance and Inspection:** The Provider agrees to provide documentation upon request that an annual vehicle inspection for each vehicle has been conducted by the Ohio State Highway Patrol safety inspection unit, or a certified mechanic as outlined in Exhibit I (Request for Proposal) Appendix I-A. The failure to provide documentation may result in suspension of the contract and/or contract termination.
19. **Background Checks:** The Provider agrees to provide background checks of all employees that provide direct services to transportation participants and provide copies of the background checks to ACJFS within 30 calendar days of entering into an agreement and within 30 days of new hire background checks.

20. **Incident and Accident Reports:** Provider will provide ACJFS with a written report of all incidents or accidents within 48 hours of the occurrence. Reports will be provided immediately or as soon as reasonably possible in cases of ACJFS passenger injury or death.
21. **On Time Performance:** The Provider agrees to arrive within the range time. Range time is defined as 15 minutes either side of the scheduled time. Provider agrees to ensure at least a 95% on time performance rate. Any questions regarding a pickup must be verified with Provider's base while the driver is at the pick-up site. If the late pick up is a result of Provider's inability to locate the pick-up site, ACJFS will not pay for additional mileage incurred while attempting to locate the pick-up site.
22. **Complaint Procedure:** Provider and ACJFS will implement a written complaint procedure to report and resolve any passenger complaints.
23. **Communication:** Provider vehicles and/or drivers will be equipped with some form of two-way communication at all times, i.e. two-way radio, cellular phone.
24. **Financial Records:** The Provider shall maintain independent books, records, payroll, documents, accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract. Such records shall be subject at all reasonable times for inspection, review, or audit by duly authorized federal, state, and ACJFS personnel. Such records shall also be subject to inspection by the individual or entity selected for the audit required by Article 25 of this contract.
25. **Responsibility for Audit Exceptions:** Provider agrees to accept responsibility for receiving, replying to, and/or complying with any audit exception by appropriate state or federal audit directly related to the provisions of this contract.
26. **Availability and Retention of Records:** All records relating to costs, work performed and supporting documentation for invoices submitted to ACJFS by the provider along with copies of all deliveries submitted to ACJFS pursuant to this contract shall be retained and made available by the provider for audit by the State of Ohio (including but not limited to ODJFS, the Auditor of the State of Ohio, Inspector General or duly appointed law enforcement officials) and agencies of the United States government for a minimum of three years after payment under this contract. If an audit is initiated during this time period, the provider shall retain such records until the audit is concluded and all issues resolved.
27. **Confidentiality:** Provider agrees that information concerning eligible individuals shall only be used in support of the ACJFS programs. Disclosure of information by Provider, Provider's employee's, Provider's Sub or Independent contractor for any other purpose is prohibited except upon the written consent of the eligible individual. Both Provider and ACJFS will complete the necessary consent forms with participants so that information can be exchanged as needed.
28. **Civil Rights:** ACJFS and the Provider agree that as a condition of this contract, there shall be no discrimination against any client or any employee because of race, color, sex, religion, national origin, or any other factor as specified in Title VI of the Civil Rights Act of 1964 and subsequent amendments. The Provider hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.); Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794); the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.); all provisions required by the implementing regulations of the Department of Agriculture and Department of Health and Human Services; Department of Justice Enforcement Guidelines (28 CFR Part 50.3 and Part 42) and Department of Agriculture, Food and Nutrition Services (FNS) directives

and guidelines, to the effect that, no person shall on the grounds of race, color, national origin, sex, religious creed, age, political beliefs, disability, or reprisal or retaliation for prior civil rights activity, be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under any program or activity for which sub-grantee receives Federal financial assistance from FNS. In addition, the Provider agrees to provide assistance to persons with Limited English Proficiency (LEP) in their programs and activities as further outlined in Executive Order 13166, reprinted at 65 FR of the Title VI Civil Rights Act. It is further agreed that the Provider will comply with all appropriate federal and state laws regarding such discrimination and the right to any method of appeal will be made available to all persons served under this contract. Any non-compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this contract.

29. Indemnity and Insurance:

a. Indemnity: Provider agrees that it will, at all times during the existence of this contract, indemnify and save harmless the ACJFS and the Ohio Department of Job & Family Services and their employees, and the Ashtabula County Commissioners, against any and all liability, loss, damage, and/or related expenses incurred through the provision of services under this contract.

b. Insurance: Provider will maintain insurance coverage in an amount reasonably necessary to adequately secure the persons and estates of eligible individuals against reasonable foreseeable torts which could cause injury or death resulting from the lawful performance of this Contract.

Minimum coverage for General Liability in the amount of \$1,000,000.00 each occurrence and Automobile Liability \$1,000,000.00 each occurrence. Any lapse in coverage may result in suspension of the contract and/or contract termination.

30. **Monitoring and Evaluation:** ACJFS and the Provider will monitor the manner in which the terms of the contract are being carried out. ACJFS reserves the right to schedule monitoring visits at regular intervals or may request detailed reports from the Provider. The Provider agrees to provide ACJFS reports relative to the effective operation of the program as specified in Exhibit I. ACJFS may perform at least one on-site monitoring visit during the contract period. Provider and ACJFS may meet at mutually agreed upon times for the purpose of reviewing service data and contract issues.
31. **Accessibility of Program to the Public:** ACJFS and Provider agree to make all reasonable efforts to allow public access to the program by providing convenient hours for public contact, and adequate availability of staff for public inquiries.
32. **Accessibility to the Handicapped:** Provider agrees as a condition of the contract to comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), all requirements imposed by the applicable HHS regulations (45CFR, Part 84) and all guidelines and interpretations issued pursuant thereto. Any agency found to be out of compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this contract.
33. **Maintenance of Service:** The Provider certifies that the services being reimbursed are not available from the provider on a non-reimbursable basis or for less than the unit cost. The provider certifies that they will not use the federal funds to supplant non-federal funds for services.
34. **Referral:** ACJFS and Provider agree that the responsibility and control of the referral process remains with ACJFS. Provider will not exclude or reject a referral without the consent of ACJFS.

35. **Equal Employment Opportunity**: The Provider will comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented in Department of Labor regulations 41 CFR Part 60.
36. **Patent Rights, Copyrights and Rights in Data**: All contracts are subject to the provision and conditions of Patent Rights and Copyrights and Rights in Data.
37. **Clean Air**: For contracts exceeding \$100,000.00, the Provider agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 USC §§ AA 7401 et seq.
38. **Debarment**: The Provider certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. For contract exceeding \$100,000.00, the provider shall submit an "Integrity Certification" regarding debarment, suspension, and other responsible matters.
39. **Lobbying**: The Provider certifies that no funds appropriated by this contract will be used for lobbying as described in 31 USC 1352. For contracts exceeding \$100,000.00, the selected provider shall submit a "Certification Regarding Lobbying" as required by 49 CFR part 20.
40. **Licensing**: The Provider agrees to possess and maintain current all applicable business permits and licenses including those relevant to the operation of a taxicab and or transportation service. Any lapse in permits, licenses or certifications will result in contract suspension, pending termination. Provider agrees to provide copies of same to ACJFS upon request.
41. **Americans with Disabilities Act**: The Provider agrees to comply with the Americans with Disabilities Act of 1990.
42. **Child Support Enforcement**: Provider agrees to cooperate with ACJFS and any Ohio Child Support Enforcement Agency (CSEA) in ensuring employees of the provider meet child support obligations established under state law. Further, by executing this contract, the provider certifies present and future compliance with any court order for withholding of support which is issued pursuant to sections 3113.21 and 3113.214 of the Ohio Revised Code.
43. **Partial Invalidity**: A judicial or administrative finding or decision that any part of this contract is illegal or invalid shall not invalidate the remainder of the contract.
44. **Prohibition of Assignment of Claims**: The assignment of claims under the Assignment of Claims Act of 1940, as amended, 31 U.S.C. 3727, 41 U.S.C. 15 is prohibited.
45. **Conflict of Interest**: Provider shall not engage in any conflict of interest actual or apparent, or attempt to influence the selection, award, or administration of a contract under ACJFS.
46. **Accreditation and Compliance with Tax, License and Insurance Requirements**: The Provider shall comply with all federal, state and local laws and accreditation and compliance with tax, license and insurance requirements. All required insurance shall be kept current throughout the term of the contract.
47. **Drug Free Workplace**: The Provider agrees to comply with all federal, state, and local laws relating to the Drug Free Workplace Act.

Therefore, the below listed parties enter into this contract as stated in Sections 1 through 47 inclusive.

SIGNATURES:



Patrick J. Arcaro, Executive Director
Ashtabula County Job & Family Services

09/01/22

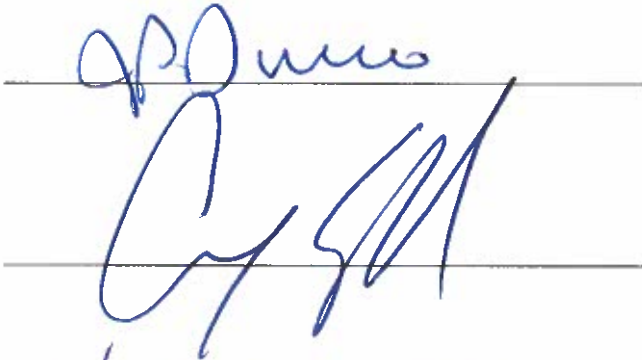
Date



Sunset Transportation & Rentals, LLC

09/08/22

Date



Ashtabula County Board of Commissioners

9-20-22

Date

Exhibit I

(Program Description)

**Request for Proposals
For
Transportation Services**

**Health Related Transportation
Employment Related Transportation**

Issued by:

**The Ashtabula County Job & Family Services
(ACJFS)
2924 Donahoe Drive
Ashtabula, Ohio 44004**

Issue Date:

June 15, 2022

RFP Number:

ACJFS RFP #4-22

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Health Related & Employment Related Transportation Services

I. Introduction

The Ashtabula County Job & Family Services (ACJFS) and the Ashtabula County Board of County Commissioners, or its governing body, is accepting proposals for Transportation Services for within and outside of Ashtabula County serving Ashtabula County residents determined eligible for Prevention, Retention and Contingency (PRC), Ohio Works First (OWF), Food Assistance Employment and Training (FAET), Title XX Social Services Block Grant (Title XX), Non-Emergency Transportation (NET) and/or Pregnancy Related Services (PRS). Transportation options are needed for transport to health care appointments, employment, school, daycare facilities, or other locations deemed necessary under supportive services for FAET.

It is the responsibility of the Applicant to be aware of and maintain all required licenses and certifications necessary to provide the proposed service. Applicant proposals must demonstrate ability and experience in providing the service.

Ride Data

For the period of 10-1-20 to 9-30-21, 27,299 rides were provided to participants of the program/eligibility categories referenced. A ride equals 1 passenger transported 1 way.

The term "Applicant" as used in this RFP refers to the individual or entity submitting a proposal.

The term "Provider" as used in this RFP refers to an "Applicant" who is selected to receive a contract or sub-grant agreement as a result of this RFP process.

The term "Agreement" as used in this RFP refers to either a contract or sub-grant agreement award.

As a result of this RFP process and based on the quality of proposals received, ACJFS may proceed in any of the following manners including but not limited to:

1. Award an agreement to one or more applicants for the provision of transportation services. Agreements are awarded based on available funding per program/eligibility category (PRC, OWF, FAET, Title XX, NET & PRS) and ACJFS' determination of need for each program. ACJFS may award an agreement to an applicant for one or more of the program/eligibility categories.
2. Reject any or all proposals, or any part thereof without cause.
3. Not award an agreement through this RFP process, based on the quality of the proposals submitted.
4. Not select any applicant should ACJFS decide not to proceed.
5. Waive any informality in the proposals.

ACJFS reserves the right, if necessary, to contract with multiple applicants to develop a comprehensive transportation coordination, scheduling, and service delivery plan to best meet the needs of those determined eligible for program/eligibility categories.

II. RFP Schedule and Submission Information:

RFP Schedule of Important Dates:

RFP Release	Date: 6-15-22
Question Period Begins	Date: 6-15-22
Pre-Proposal Conference	Date: 7-6-22 @ 10:00 a.m.
Question Period Ends	Date: 7-6-22 @ 4:00 p.m.
Proposals Due to Ashtabula County Board of Commissioners	Date: 7-14-22 @ 2:30 p.m.
Agreement Effective Date	Date: 10-1-22

Pre-Proposal Conference:

A pre-proposal conference will be held on **Wednesday, July 6, 2022**, at **10:00 a.m.** at
ACJFS: 2247 Lake Avenue – OhioMeansJobs office, Ashtabula, Ohio 44004.

Contact Person:

All proposal process questions must be in writing and sent via email or fax prior to **4:00p.m. on 7-6-22** to:

ATTN: Renee Dragon, Program Evaluator
Email: RENEE.DRAGON@jfs.ohio.gov
Fax: 440-998-4253

Proposal Delivery:

Mail or deliver one (1) master copy and three (3) duplicates (total of 4) of the entire written proposal in a sealed envelope or package in the required format to:

The Ashtabula County Board of Commissioners
Attention Lisa Hawkins
25 West Jefferson Street
Jefferson, Ohio 44047-1092

The sealed envelope containing the proposal must be received no later than 2:30 p.m. on 7-14-22
and clearly marked with the applicant's name, address and RFP number:

ACJFS RFP #4-22

III. Applicant Requirements, Inspections and Compliances:

Applicants shall understand, agree, and comply with the following sections:

Requirements:

1. Be a formally organized business or service agency providing the services proposed.
2. Operate the business in compliance with all applicable federal, state, and local laws, and shall comply with:
 - a. non-discrimination laws, federal wage and hour laws, and workers' compensation laws in the recruitment and employment of individuals.
 - b. non-discrimination laws in the provision of services.
 - c. federal rules and statutes take precedence over these conditions in cases where discrepancies between these exist.
 - d. all Federal, State of Ohio, and local laws, rules, executive orders and other legal requirements as they apply to public transportation including drug abuse and alcohol misuse requirements as appropriate.
3. Provide evidence supporting financial responsibility in the coverage of participant loss due to theft, property damage, or personal injury, and have a written procedure which identifies the steps a participant must take to file a liability claim.
4. Have a written procedure for reporting, documenting, investigation and follow-up of all participant incidents and complaints.
5. A provision of any Agreement entered into with ACJFS requires that Applicants must perform background checks of all employees that provide direct services to transportation participants. A criminal background check must be performed in accordance with section 109.572 of the Revised Code for each direct service employee and applicant. The result of the criminal background check must substantiate that no direct service employee or applicant on whom the criminal background check was performed has ever been convicted of or pleaded guilty to any offence listed in divisions (A)(3)(a) to (A)(3)(e) of section 109.572 of the Revised Code.
6. Applicants must comply with the Drug Free Workplace Act.
7. It is the responsibility of the Applicant to be aware of and maintain all required licenses and certifications necessary to provide the proposed service.
8. The Applicant shall document that all utilized vehicles have insurance in compliance with Ohio's financial liability law requirements. A copy of the certificate of insurance and vehicle registration shall be maintained in each vehicle.
9. The Applicant shall document that all vehicle operators and owners maintain proof of financial responsibility as required in section 4509.101 of the ORC for motor vehicles.
10. The Applicant shall document that each vehicle operator has current/valid Ohio motor vehicle operator's license or a license appropriate to the vehicle (i.e., commercial driver's license) and have at least two years of licensed driving experience.
11. The Applicant shall document that an annual OBMV check on vehicle operators has been successfully completed. ACJFS reserves the right to request verification of a current driving record for any direct service worker.
12. The Applicant shall ensure that drivers are trained and knowledgeable in hands-on transfer techniques prior to transporting participants which will include but not be limited to: observation for signs of difficulty, proper way to offer to assist participant, proper assistance techniques and that each operator has been trained and skill-tested in the proper use of the wheelchair lift and securing mechanisms prior to transporting any wheelchair-bound participant.

Inspections and Compliances:

The Applicant is responsible for assuring the safety of each vehicle used to transport participants according to these standards:

1. The Applicant shall have a written plan for regularly scheduled maintenance and safety inspection of vehicles used and must document compliance with the plan.
2. Per O.R.C. 4766.04(A) any person who furnishes, operates, conducts, maintains, advertises, engages in, or proposes or professes to engage in the business or service of transporting people who are seriously ill, injured, or otherwise incapacitated or who require the use of a wheelchair or are confined to a wheelchair are required to be licensed by the Ohio Division of Emergency Medical Service.

3. All vehicles shall:
 - a. Be equipped with seat belts for each individual transported, unless the vehicle is exempted by state law.
 - b. Have documentation that an annual safety inspection has been conducted through either the Ohio State Highway Patrol safety inspection unit, or a certified mechanic as outlined in Appendix I-A.
 - c. Vehicles designed for transporting five or more individuals shall be equipped with emergency equipment specified in Appendix I-A.
4. Vehicles equipped for transporting participants remaining in wheelchairs shall:
 - a. Be equipped with permanently installed floor wheelchair restraints for each wheelchair position used
 - b. Have documentation of daily inspection and testing of the wheelchair lift prior to transporting any participant that day as outlined in Appendix I-B.

IV. Proposal Specifications & Format:

Proposal Information:

All proposals submitted in response to the RFP will become the property of ACJFS and may be returned only at ACJFS' option and at the applicant's expense. In order to ensure fair and impartial evaluations, Proposals and any documents or other records related to a subsequent negotiation for a final agreement that would otherwise be available for public inspection and copying under section 149.43 of the Ohio Revised Code shall not be available until after the award of the agreement.

Proposal Cost:

The costs of developing proposals are entirely the responsibility of the applicant and shall not be chargeable to ACJFS under any circumstances. ACJFS is under no obligation to compensate the applicant for any expenses incurred as a result of the RFP process.

Proposal Communication:

From the issuance date of this RFP, until the evaluation of proposals has concluded, there may be no communications concerning this RFP between any applicant or possible applicant and any employee of ACJFS, or any other individual who in any way is involved in development or selection process of this RFP or the submitted proposals. All verbal communication must be restricted to the pre-proposal conference. Questions must be submitted in writing. Any verbal questions will not be answered except at the pre-proposal conference. Attempts to make prohibited communications by potential applicants may result in the disqualification of those applicants' proposals.

Proposal Format:

To assure each proposal receives the same orderly review, it is required that all proposals be submitted in the format as described in this section. Proposals must be easily reproduced, on quality paper, single spaced, clearly formatted to Times New Roman (or similar) 12-point font, and not stapled (please use binder clips or paper clips, if possible.) The proposal, including one (1) master, and three (3) copies, must be in a sealed envelope. Each section 1 - 4 will be clearly identified with cover pages provided, and if possible, identification on each page explaining to which section it belongs.

The proposal must be organized in the following format:

Cover Page (not provided) - A proposal cover page is required, including the applicant's name, the RFP title & RFP number. The cover page must clearly identify the proposal as a "master" or "copy".

Proposal Checklist - (Attachment E) must be submitted with "Master" copy only. If an Applicant feels that any of the required documents is not applicable to their organization, a narrative is required and must be submitted with the appropriate cover page.

Section 1 - Application Information (Attachment A):

Applicants will complete this section, identifying organization name, address, and other background information. The master copy of each proposal must have an original applicant information page with an original signature in blue ink. The proposal must be signed by an individual who is authorized to bind the applicant contractually. The signature must indicate the title or position the individual holds in the applicant's organization. Unsigned proposals will be rejected.

Section 2 - Required Documents:

Applicants shall submit the following with their proposal: (Cover pages are provided in Attachment C for each item and must be included with the proposal, preceding and identifying each required document).

A. Financial Statement Requirement: (with master copy only)

1. Most recent Financial Audit (prepared in accordance with Auditing Standards Generally Accepted in the United States of America). The audit report must cover a twelve-month period and be within the applicant's most recent two fiscal years.

-or-

2. If the applicant does not normally have an independent audit, ACJFS will accept a Compilation or Review Report prepared by an independent accountant for the applicant's most recent fiscal year end. The statement must be prepared in accordance with Statements on Standards for Accounting and Review Services Issued by the American Institute of Certified Public Accountants. These statements are prepared in accordance with Generally Accepted Accounting Principles (GAAP).

In lieu of financial statements prepared on the accrual basis (GAAP), ACJFS will accept financial statements prepared on the cash or income tax basis of accounting with full disclosure.

- B. Articles of Incorporation
- C. Proof of Liability Insurance/Other Required Insurance
- D. Equal Employment Opportunity - Affirmative Action Plan
- E. Professional or Operating licenses
- F. Documents used for Monitoring
- G. Employee Training Program description
- H. If applicable: a copy of the license(s) to operate the taxicab company in each area of service
- I. Documentation of licensure and certification by the Ohio Division of Emergency Medical Service, if applicable
- J. Affidavit of Delinquent Personal Property Tax ORC 5719.042
- K. Affidavit of Non-Collusion
- L. Non-Discrimination Agreement O.R.C. 153.59
- M. Representations, Assurances, and Certifications document
- N. Certification Regarding Lobbying
- O. OMB Circular 2 CFR 200 Audit Certification Form
- P. Background checks of all employees that provide direct services to transportation participants.

Section 3 - Program Planning and Development:

The Program Planning and Development section must include the following information:

- A. Program description: Provide a description of how the program service specifications will be fulfilled. The description should demonstrate the applicant's understanding of the program as described in the RFP.
- B. Provide a summary of service and description for each of these areas:
 1. Days and hours service is available. ACJFS seeks to provide services 24 hours a day, 7 days per week.
 2. The number of years the applicant has been providing service(s) similar to the proposed service(s), resulting in relevant experience.
 3. Specifications:
 - (a). A detailed description of the Applicant's method of calculating a trip charge. ACJFS reserves the right to negotiate with individual applicants the method of charging trip mileage.

- (b). Define a round trip ride.
 - (c). Describe the method of charging a "shared" trip.
 - (d). Number of vehicles used to provide service, passenger capacities and number of wheel-chair lift equipped vehicles.
 - (e). Identify procedures to efficiently provide services to multiple passengers while avoiding excessively long trips.
 - (f). Schedule trips to ensure that the average waiting time for pick-up or delivery does not exceed fifteen (15) minutes from the stated pick-up or delivery time.
 - (g). Develop procedures to accommodate last minute requests, scheduling changes, late running vehicles and "no-shows".
 - (h). Assure that ninety percent (90%) of shared-ride trips take no more than 30 minutes more than the time required to accomplish the same trip, at the same time of day, under the same weather and traffic conditions, as on a non-shared basis.
 - (i). Report all incidents, accidents or complaints to ACJFS within 24 hours of the occurrence. Any accident involving passenger injury needs to be reported to ACJFS immediately or if during
- C. Geographic service areas: Applicants shall provide a narrative that addresses how they plan to deliver services both within and outside of Ashtabula County.
 - D. Organizational structure: State the history of the applicant organization. Include date of incorporation, main source of financial support, organizational chart, Board of Trustees and/or Advisory members.
 - E. Applicant/Staff Qualifications: An explanation of qualified staff associated with the proposed service must be provided, as well as job descriptions for all positions addressed in the program description and budget in order to demonstrate an acceptable level of staff experience and capabilities in performance of the proposed service.

When completing sections 2 and 3, if an applicant feels that one or more of the requirements does not apply, a narrative reflecting the reason a requirement does not apply must be included.

Section 4 - Applicant Budget (Attachment B):

An electronic copy of applicant budget is available upon request.

All applicants are required to submit an Applicant Budget (Attachment B) which establishes a unit rate(s) for the proposed service. The unit rate shall include all costs associated with program including administrative, training, and record documentation. All rates included in the proposal are subject to negotiation if an applicant is awarded an agreement.

Unit of Service:

1. A unit of service is equal to one mile.
2. Proposals must include a standard all-inclusive rate per mile for all forms of transportation, all types of vehicles (standard passenger vehicle, van or mini-van, or wheelchair lift equipped vehicle). The standard rate must cover all trips either within Ashtabula County or Outside of Ashtabula County. The rate shall not include any type of "base" or "surcharge" fee.

Published Public Rates: Proposals must include published public rates if the Provider offers services to the general public.

V. Evaluation and Selection Process:

Proposal Evaluation:

The review process will be conducted in two (2) stages. Stage 1 will consist of a preliminary review to ensure that the proposal adheres to the minimum requirements specified in the RFP. Proposals which adhere to the minimum requirements will be deemed "Qualified". Those which do not, will be deemed "Non-Qualified". Partial submissions or proposals submitted after the designated deadline will be determined to be "Non-Qualified". "Qualified" proposals will then be reviewed in Stage 2, in accordance with the review process.

Stage 1 Review:

“Qualified” proposals in response to the RFP must meet the following requirements:

1. Timely Submission - The proposal is received at the address designated in the RFP and according to instructions. Proposals mailed but not received at the designated location by the specified date will be deemed “Non-Qualified” and will not be considered.
2. Completeness of Submission - proposal submission must include:
 - a. Required number of copies: 1 master and 3 copies (4 total)
 - b. Section 1 Applicant Information Page (Attachment A)
 - c. Section 2 Required Documents A,B,C,D,E,F,G,H,I,J,K,L,M,N,O,P
 - d. Section 3 Program Planning & Development
 - e. Section 4 Applicant Budget, Published Public Rates, Other Negotiated Rates

Proposals which do not meet all of the above stage 1 review requirements will be deemed “Non - Qualified” and will not be reviewed in stage 2.

Stage 2 Review:

All “Qualified” proposals will be reviewed and evaluated. At any time during the review process ACJFS may request additional information from the Applicant. The evaluation will include, but will not be limited to:

- Information obtained from Program Planning and Development (Section 3):
 - A. Applicant’s program description shows understanding of the services requested and provides a detailed description of how the service specifications will be fulfilled.
 - B.1 Ability to adequately service clients according to hours of operation as stated in RFP.
 - B.2 Applicant demonstrates experience with this service or similar service. If experience is not available, applicant shows they qualify to provide the services without prior experience.
 - Applicant has thoroughly defined the method of charging for trips.
 - The Applicant has sufficient vehicle capacity to meet the needs of the program.
 - Applicant demonstrates the ability and experience for scheduling of trips, shared rides, effective utilization of vehicle capacities, problem solve unforeseen changes in trip scenarios.
 - C. Applicant is able to meet the geographical needs of the service area.
 - D. & E. organizational structure, staffing level, qualifications and experience are sufficient to accomplish the requirements of the RFP.
- Cost of proposed service from Applicant Budget (Section 4):
 - The budget effectively defines the unit rate.
 - The budget is inclusive of only necessary costs associated with the program.

Following the Stage 2 Review, one or more Applicants may be invited to ACJFS for oral presentations if ACJFS determines oral presentations to be necessary. Information obtained during the presentation stage will be used in conjunction with Stage 1 and 2 review to complete the evaluation process.

Proposal Selection:

Selection of one or more Applicants based upon the results of the Stage 1 and Stage 2 evaluations may result in the issuance of an agreement. Proposal selection does not guarantee an agreement for services will be awarded. If ACJFS and the Applicant are unable to successfully come to terms regarding the agreement, ACJFS reserves the right to terminate agreement discussions without cause. In this event, ACJFS reserves the right to select another Applicant from the proposal process, cancel the RFP, or reissue the RFP if this is deemed necessary.

Acceptance and Rejection of Proposals:

The decision of the ACJFS and the Board of Ashtabula County Commissioners shall be final. The waiver of an immaterial defect shall in no way modify the RFP documents or excuse the Applicant from full compliance with its specifications if the Applicant is awarded the agreement.

Per O.R.C. 307.862 section B.10:

(a) ACJFS and the Board of Ashtabula County Commissioners reserve the right to reject any proposal in which the applicant takes exception to the terms and conditions of the RFP; fails to meet the terms and conditions of the RFP, including but not limited to, the standards, specifications, and requirements specified in the RFP; or submits prices that ACJFS and the Board of Ashtabula County Commissioners considers to be excessive, compared to existing market conditions, or determines exceed the available funds allocated for this service.

(b) ACJFS and the Board of Ashtabula County Commissioners reserve the right to reject, in whole or in part, any proposal that has been determined, using the factors and criteria ACJFS and the Board of Ashtabula County Commissioners develops, would not be in the best interest of the county.

(c) ACJFS and the Board of Ashtabula County Commissioners may conduct discussions with applicants who submit proposals for the purpose of clarifications or corrections regarding a proposal to ensure full understanding of, and responsiveness to, the requirements specified in the RFP.

Post Selection Meeting:

The post-selection meeting may be utilized only by "Qualified" Applicants passing the first level review, who wish to obtain clarifying information regarding their non-selection. If an Applicant wishes to discuss the selection process, the request for an informal meeting and the explanation for it must be submitted in writing within five days of the receipt of the non-selection notice. The request for a meeting should be sent to Renee Dragon at the address given in the Contact Person section.

VI. Award of Contract/Sub-grant Agreement:

Overview:

The agreement shall incorporate the terms, conditions and requirements of the RFP, the Applicant's proposal and all other agreements that may be reached. ACJFS will design, develop and implement the structure of the agreement. This RFP, the successful Applicant's proposal and other applicable addenda will become part of the final agreement.

Availability of Funds:

ACJFS reserves the right to not award an agreement through this RFP process, based on available funding.

Agreement Period:

The agreement has a tentative effective date of 10-1-22 through 9-30-23.

Invoicing:

Provider(s) will be required to submit a detailed invoice to ACJFS on a monthly basis in a format approved by ACJFS. Payments will be made based upon the agreed rate. Providers will report actual expenses monthly in a format approved by ACJFS. Payments will be reconciled periodically to ensure that total payments do not exceed actual expenses.

Performance & Monitoring:

ACJFS will monitor the manner in which the terms of the agreement are being carried out. ACJFS reserves the right to schedule monitoring visits at regular intervals or may request detailed reports from the Provider(s). Provider(s) agrees to provide ACJFS reports relative to the effective operation of the program. ACJFS may perform at least one on-site monitoring visit during the agreement period. Provider(s) and ACJFS may meet at mutually agreed upon times for the purpose of reviewing service data and agreement issues. Provider(s) must maintain records sufficient to document eligibility and any additional demographic data requested by the ACJFS.

See Attachment D for a sample Agreement for minimum contractual requirements of all ACJFS Providers. ACJFS reserves the right to add or delete agreement language to meet the project needs.

Confidentiality and Security:

The Provider agrees that information concerning eligible individuals shall only be used in support of the service program. Disclosure of information for any other purpose is prohibited except upon the written consent of the eligible individual. Both the Provider and ACJFS will complete the necessary consent forms with participants so that information can be exchanged as needed.

Publicity:

Any program descriptions, publicity releases, or other public references including but not limited to, both internal and external informational pamphlets, brochures, and media releases on the services provided under this agreement will clearly state that the services are funded by ACJFS. Provider assumes responsibility for the development and cost associated with these items and agrees to obtain approval from ACJFS before releasing promotional materials and/or items.

Applicable Laws and Rules:

Providers shall understand, agree with, and comply with the following:

1. Americans with Disabilities Act of 1990
2. Occupational Safety and Health Act of 1970
3. Equal Employment Opportunity Act
4. Documentation of licensure and certification by the Ohio Division of Emergency Medical Service, if applicable.
5. Any Federal, State and Local laws regarding the service.

If awarded an agreement which exceeds \$100,000.00, Providers shall understand, agree, and comply with the following:

6. Clean Air Act, as amended, 42 USC §§ AA 7401 et seq.
7. Certify that no funds appropriated by the agreement will be used for lobbying as described in 31 USC 1352. The Applicant shall submit a "Certification Regarding Lobbying" as required by 49 CFR part 20.
8. The Provider certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. The Provider shall submit an "Integrity Certification" regarding debarment, suspension, and other responsible matters.

Patent or Copyright Liabilities:

The Provider will protect, defend and hold free and harmless ACJFS, Ashtabula County, its officers, employees, agents, and Board of County Commissioners against all claims that any of the designs supplied hereunder infringe a U.S. patent or copyright. The Provider will pay all resulting costs, damages, and attorney's fees to defend Ashtabula County against such claims. ACJFS will promptly notify the Provider in writing of all claims, and the Provider will have control of the defense and all related settlement negotiations. If such claim has occurred, or is likely to occur, ACJFS agrees to permit the Provider, at Provider's option and expense, either to procure for ACJFS the right to continue using the designs or programming or to replace or modify the same so that they become non-infringing but still meet the requirements of the RFP.

Software and Ownership Rights:

ACJFS will have ownership rights in software, software modifications, and associated documentation designed, developed, or installed with the use of County funds. ACJFS reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, or otherwise use and authorize others to use the software, software modifications and documentation for County, State, and Federal government purposes (edited APM.4046. (5)).

Appendix I

Appendix I-A

Transportation Requirements

Required Annual Inspection Elements for Vehicles:

1. Seating:

- a. All seats must be securely fastened to the floor.
- b. No broken tubing or protruding pieces of metal should be around seats.

2. Defrosters & Heaters:

- a. Must operate as designed.
- b. Heater cores must be clean and free of leaks and obstructions to the flow of air.
- c. Hoses must not have cracks or leaks and must otherwise be in good condition.
- d. Fan guards must be metal or plastic.

3. Windshield Wipers & Washers:

- a. Must operate as designed.
- b. Wiper blades in the vehicle operator's field of vision must be clean.
- c. Wiper blades must not be brittle or badly worn.

4. Vehicle Floor:

- a. Must be metal
- b. Must be intact without holes.

5. Mirrors:

- a. Must have a least one rear view interior mirror that is properly secured and in proper placement.
- b. Must have at least one mirror on each side of the vehicle that is properly secured and in proper placement.
- c. Prismatic lens must be properly installed.
- d. All mirrors must enable operators to see a clean image (i.e. without cloudiness, cracks, or other obstacles on the mirror to interfere with reflection).

6. Emergency Equipment:

- a. The red reflectors must be stored in the vehicle.
- b. The vehicle must have a five-pound dry chemical fire extinguisher with the minimum rating outlined in section 20 b.c. of the Ohio fire code and based on section 10 of the National Fire Protection Association. The fire extinguishers must be securely mounted near the vehicle operator for easy access.
- c. The vehicle must be equipped with a first aid kit.

7. Brakes:

- a. Properly located and free of crimps, rust, breaks in integrity, and not in contact with inappropriate vehicle components.
- b. Tail exhaust pipes are properly secured to prevent dropping on the break line.

- c. Vehicles using vacuum-assisted breaks: wheel cylinders, master cylinders, hydrovac, and hose connections must be free of fluid leaks.
- d. Vehicles using air brakes: reservoirs, chambers, valves, connections, and lines must be free of air leaks.
- e. During inspections, brake pads must be checked against the vehicle manufacturer's specifications.
- f. All moisture ejection valves must be free of leaks and in proper working order.

8. Emergency Brakes:

- a. The vehicle must have a functional emergency brake that is capable of stopping or holding the vehicle in an emergency or while parked. The emergency brake shall hold the vehicle on any grade and under all conditions of loading on a surface free of snow, ice, or loose material.
- b. If the emergency brake is located on the drive shaft, the brakes shall:
 - i. Hold the vehicle in parked position;
 - ii. Be properly mounted, and;
 - iii. Have cables that are properly lubricated and not hazardously worn.

9. Steering Gear:

- a. The steering shaft must have no more than one half-inch upward motion when the steering wheel is pulled upwards.
- b. The steering gear assembly, power steering unit, brackets, and mounting bolts must be securely fastened.
- c. If installed, power steering must be operative, properly mounted, and have correct fluid levels and belt tensions.
- d. Tie rod ends must function properly.
- e. Tires must not rub any chassis or body component in any position.

10. Horn: Must operate as designed.

11. Windshield & Windows:

- a. Window glass must be free of chips or cracks and be securely mounted without exposed edges.
- b. Plexiglass will not be used to replace safety glass.

12. Emergency Door:

Applicable to Bus Type Vehicles

- a. The door must be able to open to its maximum width without catching or binding.
- b. All handles must be permanently installed.
- c. Operating instructions for the emergency door must be lettered or decaled inside the emergency door.
- d. The safety buzzer must operate as designed and be placed in the vehicle operator's area to warn passengers that the emergency door is opened.
- e. The door must be free of temporary or permanent obstructions.
- f. No padlocks or other added security devices are to be used to secure the door while the vehicle is in motion.

13. Springs & Shocks:

- a. Must be intact
- b. Must be properly mounted
- c.

14. Tires:

- a. Must have no less than two sixteenth inch tread pattern measured anywhere on the tire.
- b. Retread tires should not be located on the steering axle.
- c. Must be free of irregular wear, cuts, bruises, and breaks.
- d. Must be balanced and in proper alignment.
- e. All lugs must be present and fitted tightly on tires.
- f. All tread types must match mated tires.

15. Exhaust System:

- a. Must be intact and operating as designed.
- b. All pipe and muffler joints must be properly welded or clamped.
- c. Exhaust manifolds must be free of cracks and missing bolts.

16. Lights:

- a. Must operate as designed.
- b. Must meet ORC and OAC requirements for vehicle lighting.

17. The Vehicle Body:

- a. Condition must be intact.
- b. Must be free of broken parts that can cause injury.

18. Gas Tank:

- a. Must be free of rust, damage or leaks.
- b. Must be securely mounted.

19. Seating Area & Aisle: Must be free of debris.

Appendix I-B

Required Daily Wheelchair Lift Inspection Elements:

Before each day's services are provided, providers must complete and document an inspection of the wheelchair lift prior to any participant service that day according to the following specifications:

1. Run the lift through one complete cycle to be sure that it is operable.
2. Check for any signs of seal leaking or binding of hardware.
3. Check for frayed or damaged lift cables, hydraulic hoses, or chains.
4. Check for physical damage and jerky operation.
5. Check for hazardous protrusions and exposed edges. Assure that all protrusions are adequately padded and protected.
6. Check all fasteners and assure that all bolts are snug.
7. Make sure the lift is properly secured to the vehicle when stored.
8. Clean the lift completely of dirt, mud, gravel, and corrosive elements such as salt.
9. Lubricate the lift in compliance with the manufacturer's requirements.
10. Providers shall not use the lift any time repairs are necessary.

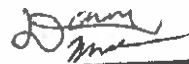
**ATTACHMENT A
TRANSPORTATION PROGRAMS
APPLICANT INFORMATION**

AGENCY / ORGANIZATION NAME: Sunset Transportation + Rentals LLC
ADDRESS: 4519 East Maple Rd Geneva, OH 44041
PHONE: 440-855-5314 FAX:
SERVICE SITE (if different than above): 4690 Lake Rd E
ADDRESS: Geneva, OH 44041
PHONE: 440-361-4013 FAX:
FEDERAL TAX I.D. NUMBER: 83-0994396
EXECUTIVE DIRECTOR/DIRECTOR: David McGrath
PROGRAM COORDINATOR: Amy Blake EMAIL: Amy@Sunsettaxi.com
FISCAL CONTACT: Amy Blake EMAIL: Amy@Sunsettaxi.com

TERMS AND CONDITIONS

It is understood and agreed upon by the undersigned authorized individual that: Funds granted as a result of this request are to be expended for the purposes set forth and in accordance with all applicable laws, regulations, policies and procedures of this State, County, and the Ashtabula County Job & Family Services (ACJFS). Any proposed changes in the proposal as approved will be submitted in writing by the applicant and upon notification of approval by the ACJFS shall be deemed incorporated into and become a part of this agreement. This request for proposal is being issued on the basis of the presumed availability of funds. ACJFS will not be liable should funds be eliminated or reduced. Completion of a proposal does not imply that ACJFS will fund a proposal. Proposals are subject to review by representatives of ACJFS. At its sole discretion, ACJFS may negotiate the unit price, or any other factors, prior to determining to enter or not to enter an agreement based on a proposal.

NAME, TITLE AND SIGNATURE OF AUTHORIZED INDIVIDUAL:

NAME: David McGrath SIGNATURE: 
(Note: original signature must be in blue ink)
TITLE: President DATE: 6/24/22

Sunset Transportation

Section 3

Program Planning and Development

Sunset Transportation & Rentals LLC.
Employment Related & Health Related Transportation
RFP #4-22

Section 3
Program Planning and Development

A. Program Description

Sunset Transportation and Rentals LLC (Sunset Transportation) has been committed to providing private transportation, tours, and shuttle services to residents of Ashtabula County and surrounding areas since 2013. It is a top priority that Sunset Transportation's program planning and development meets all the requirements requested by Ashtabula County Job & Family Services' (ACJFS) commitment to providing health and employment related transportation services. Sunset Transportation operates the business in compliance with all applicable federal, state and local laws, and complies with: non-discrimination laws, federal wage and hour laws, and workers' compensation laws in the recruitment and employment of all individuals and in the provisions of services. Sunset Transportation complies with all federal, state and local laws, rules, and executive orders and other legal requirements as they apply to transportation.

Sunset Transportation is committed to providing transportation to those who are pre-approved by ACJFS with safe, timely and well-mannered service. It is our priority to make sure all customers are treated with respect and equality. Sunset Transportation does not discriminate on the basis of race, color, religion, gender, age, national origin, disability, marital status, sexual orientation or military status, in any of its operations. Sunset Transportation complies with the Equal Employment Opportunity Affirmative Action plan, as well as the Drug Free Workplace Act. Sunset Transportation takes responsibility to be aware of and maintain all required license and certifications necessary to provide service to pre-approved customers of ACJFS eligible programs. All utilized vehicles have insurance in compliance with Ohio's financial liability law requirement. A copy of the certificate of insurance and vehicle registration is maintained in each vehicle. All vehicle operators and owners maintain proof of financial responsibility as required in section 4509.101 of the Ohio Revised Code for motor vehicles.

All drivers that are employed and/or contracted with Sunset Transportation have a valid Ohio motor vehicle operator's license, and a license appropriate to each vehicle when necessary. Drivers have at least two years of driving experience and an annual OBMV check is performed on each driver. Criminal background checks on all drivers are performed in accordance with section 109.572 of the Ohio Revised Code, as well as initial, post incident/accident and random drug screens. Drivers take responsibility to physically inspect all vehicles before and after each trip and they are trained on how to do so upon hire. Upon hire, drivers are trained on basic maneuverability, passenger assistance, how to report and document incidents or complaints, and how to document and submit daily trip reports. As part of initial training, all drivers are CPR & First Aid certified and have successfully completed the Passenger Assistance Course. Sunset Transportation ensures all drivers are trained and knowledgeable in hands-on transfer techniques

prior to transporting participants which will include but not be limited to: observation for signs of difficulty, proper way to offer assistance to participant, proper assistance techniques. Each operator is trained and skill tested in the proper use of the wheelchair lift and securing mechanisms prior to transporting and wheelchair-bound participant. Drivers are trained on how to conduct a wheelchair lift inspection and this is required, and documented, on a daily basis. All drivers wear a name badge with photo ID for security. Other applicable trainings are provided to employees as necessary.

Sunset Transportation is proposing to provide up to 250,000 miles of transportation service, at a rate of \$3.58 per mile, to eligible participants through ACJFS health and employment related transportation programs. Upon award, Sunset Transportation will continue to employ a NEMT Program Manager to help support the program. The Program Manager will continue to organize, monitor, report, and carry out the transportation program designed especially for participants of ACJFS eligible programs. We will also continue to employ a Driver Manager to train and oversee all hired drivers. Sunset Transportation will also employ a Program Assistant to assist with the dispatch of calls and to directly assist the Managers. We continue to hire and employ responsible and dedicated drivers. Most of our drivers have been with us since we initially started working with ACJFS. With this amount of dedication to the proposed program, Sunset Transportation can be fully committed to providing the best service to all ACJFS participants.

B. Summary of Service

1. **Days & Hours of Service:** Sunset Transportation will take reservations for rides Monday thru Friday 8am-5pm. Ride times are flexible and will be provided 7 days a week 24 hours a day by reservation. Our ride line answering system will be available 7 days a week 24 hours a day. Sunset Transportation's excellent customer-oriented staff will answer the phones for reservations and schedule drivers at appropriate times.
2. **Provider Experience:** Sunset Transportation has been providing a variety of transportation services for over nine years. We are family owned and operated and have several five-star reviews from our committed local relationships and fantastic customer base. Sunset Transportation has several contracts within Ashtabula County for community/vendor events and we have become the highest rated company in the community. Sunset Transportation is also finishing up a third year of providing NEMT services to ACJFS eligible participants. Based on ACJFS employee feedback, as well as participant feedback, we have provided safe and excellent services through our contract with ACJFS. ACJFS participants have provided very positive feedback to our Program and Driver Managers in regards to the service we provided them.
3. **Specifications:**
 - a. A single trip charge will be calculated based on at a flat rate per mile of \$3.58. Trips will be calculated from base, to client location, to the destination drop off location, and then back to base.
 - b. Round trip charges will be calculated based on at a flat rate per mile of \$3.58. A round trip ride is calculated from base, to client location, then to

destination, then returns the passenger to their home, and back to base. A wait time of \$.50 a minute will be charged (first 5 minutes are free, and the wait time will not exceed 480 minutes). If a ride is shared, the wait time will start when the last person in the trip is dropped off and will end when the last passenger is picked up to return to Geneva. This charge is per trip not per passenger.

- c. Multiple passenger trips will be provided if/when appointment times and similar destinations are being requested on the same day. Miles calculated for a shared trip will be split between all passengers. We will divide the total trip charge by the total number of passengers and charge the same amount of miles for each passenger, at the agreed upon rate.
- d. Sunset Transportation has (5) 12 passenger vehicles, 2 of which have a wheelchair lift, (5) 6 passenger vehicles, and (2) 10 passenger vehicles, all of which have a wheelchair lift.
- e. We will plan our reservations and routes accordingly so that all passengers arrive at their destination on time, and without unreasonable time added to their trip. Upon taking the reservation, our transportation team will identify opportunities to ride share based on vehicle capacity, destination and appointment times. It will always be expressed to the passenger that they could be a part of a ride share and we will plan their trip to include a time "buffer" for this.
- f. All trips are monitored throughout the day and will be scheduled so passengers do not wait more than fifteen minutes from the stated pick-up or delivery time.
- g. Drivers are required to notify Sunset Transportation immediately of known pick up delays that will exceed beyond 15 minutes of the scheduled pick up time. While Sunset Transportation expects drivers to be on time, there may be an unforeseen circumstance that occurs beyond the control of the driver. When the delay of a scheduled pick up time is reported to Sunset Transportation, all attempts will be made to notify the passenger. Routine Reservations require a 2 business day notice but last minute requests will be honored if the schedule allows it. If a change in schedule is needed, the passenger must call as soon as possible so the transportation team can make scheduling arrangements. If changes cannot be made, the passenger will be notified and referred back to the appropriate party (ACJFS). Sunset Transportation requires a 2-hour notice to cancel an existing reservation. If a 2-hour notice cannot be provided, we ask the passenger to please cancel as soon as possible. If a driver arrives for a scheduled pickup, and the member did not cancel the reservation in advance, a no show complaint against the member may be documented.
- h. As our transportation schedules are constantly monitored throughout the day with communication to all drivers, we assure that 90% of shared ride trips will

take no more than 30 minutes more than the time required to accomplish the trip as a non-shared ride.

- i. All incidents, accidents or complaints will be reported to ACJFS within 24 hours of the occurrence. Any accident involving passenger injury will be reported immediately.

C. Geographic Service Area

Sunset Transportation will provide transportation both within and outside of Ashtabula County. When taking reservations for trip outside of the county, our transportation team will assure that the schedule allows for the trip time, as well as any wait time that is necessary.

D. Organizational Structure:

Sunset Transportation & Rentals LLC was originally started in 2013 as Sunset Taxi LLC. The LLC was changed in 2018 as the company began partnering with several community vendors and events to provide public shuttle transportation services. The main sources of financial support it through these community contracts. ***Organizational chart attached.**

E. Applicant/Staff Qualifications:

President: David McGrath is the President/Owner of Sunset Transportation and is currently responsible for public relations & hiring employees. David has a Public Relations Degree and has 16+ years of public safety and transportation experience. He has also owned and operated several successful local businesses.

NEMT Program Manager: Our NEMT Program Manager for Sunset Transportation and is currently responsible for assisting the president with any administrative tasks associated with the company, as well as scheduling passengers for services, data collection, invoicing & reporting, accounts payable, and managing staff. Our NEMT Program Manager has 6+ years of administrative experience and 9+ years of experience in non-profit program coordination and management. During the past two and a half years our NEMT Program Manager has successfully run our entire NEMT program to meet all the requirements requested by Ashtabula County Job & Family Services' (ACJFS) commitment to providing health and employment related transportation services. Upon award, the NEMT Program Manager will continue to be responsible for all transportation program management including but not limited to: invoicing, accounts payable, data collection and reporting, HR related tasks, budget recording and evaluation, client record keeping, and passenger communication. Based on future trip volume, Sunset Transportation will hire a part time Program Assistant to communicate with passengers/drivers and to assist our Program Manager & Driver Manager with program related tasks.

NEMT Driver Manager: Sunset Transportation employs a full time Transportation Manager. Our Transportation Manger has several years of experience working for Sunset Transportation and is responsible for the daily oversight of our drivers, driver scheduling, as well as vehicle maintenance and records.

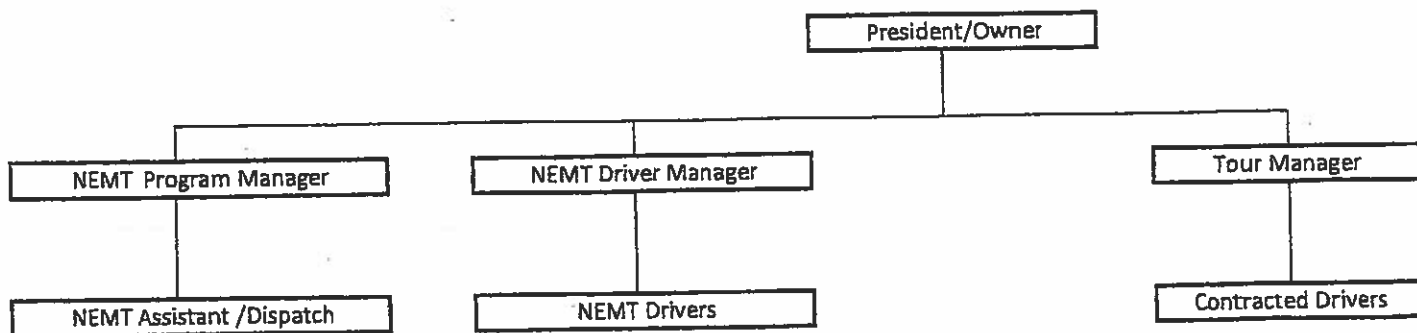
Drivers: Drivers are responsible for trip recording, daily vehicle inspections, as well as providing safe and reliable transportation to all passengers. Drivers are over the age of 24 and have at least 2 years of transportation experience. Sunset Transportation employs several full-time drivers to help carry out the transportation contract with ACJFS. More part time contracted drivers will be hired if the need arises or when we add to our fleet of vehicles.

***Job descriptions attached.**

Sunset Transportation Organizational Chart:

Attached is Sunset Transportation's organizational chart.

D. Organizational Struture



Sunset Transportation Position Descriptions:

Attached are the following position descriptions:

- President/Owner
- Program Manager
- Driver Manager
- Driver
- Program Assistant/Dispatcher

SUNSET TRANSPORTATION AND RENTALS LLC
JOB DESCRIPTION

POSITION TITLE: President

GENERAL STATEMENT OF DUTIES: Oversees daily operations for Sunset Transportation and Rentals LLC.

ESSENTIAL RESPONSIBILITIES:

1. Monitors all transportation operations
2. Interviews and hires new employees
3. Supervise and Evaluate employees
4. Maintain fiscal responsibilities
5. Establish and maintains relationships with contracted partners
6. Identifies issues and coordinates service for transportation program
7. Performs requirements for licensures and inspections
8. Maintains and monitors company budget
9. Promotes the company's mission and needs and recognizes member contributions to both internal and external audiences
10. Participates in local training opportunities
11. Assist with maintaining a safe work environment
12. Intermittent travel throughout local county and state as needed
13. Daily coordination with Program Manager & Driver Manger to ensure company effectiveness and program accuracy; helps to identify and address any company needs

**SUNSET TRANSPORTATION AND RENTALS LLC
JOB DESCRIPTION**

POSITION TITLE: Driver Manager

REPORTS TO: President

GENERAL STATEMENT OF DUTIES: Works closely with President and Program Manager to ensure safety and the highest quality of transportation services.

ESSENTIAL RESPONSIBILITIES:

1. Trains and oversees drivers
2. Coordinates with Program Manager & President to assure accurate scheduling
3. Addresses any concerns with vehicles immediately
4. Reports incidents to Program Manager immediately
5. Keeps daily transportation log and reviews/submits to Program Manager daily
6. Reviews all vehicle inspection logs
7. Organizes & monitors vehicle maintenance program
8. Safely transports passengers in a timely manner
9. Conducts daily vehicle inspections
10. Promotes the company's mission and needs and recognizes member contributions to both internal and external audiences.
11. Participates in local training opportunities.
12. Assist with maintaining a safe work environment.
13. Intermittent travel throughout local county and state as needed
14. Other duties as assigned.

QUALIFICATIONS:

1. Ability to interact with others
2. Ability to manage employees
3. Ability to follow instructions and work independently.
4. Ability to read and understand procedures, manuals, correspondence and general text.
5. Ability to maintain discretion with confidential data.
6. Valid Ohio Driver's License and less than 5 points on driving record.
7. Must be able to meet requirements for criminal back ground check (Ohio Bureau of Criminal Identification & Investigation and FBI).
8. Must be able to pass random drug screenings.
9. Must be able to obtain CPR & First Aid Certificate upon hire
10. Must be able to pass the Passenger Assistance Course upon hire

MINIMUM EDUCATIONAL/LICENSURE REQUIREMENTS: Management experience preferred. Must have at least two years of experience in transportation services.

MINIMUM EXPERIENCE REQUIREMENTS: Customer service experience. Must be knowledgeable with general geography of Ashtabula County.

PHYSICAL REQUIREMENTS: Ability to operate a vehicle within and outside of assigned county.

SUNSET TRANSPORTATION AND RENTALS LLC
JOB DESCRIPTION

POSITION TITLE: Driver

REPORTS TO: Driver Manager

GENERAL STATEMENT OF DUTIES: Works closely with Driver Manager to provide vehicle safety and reliable transportation.

ESSENTIAL RESPONSIBILITIES:

1. Conducts daily vehicle inspections
2. Addresses any concerns with vehicles immediately
3. Reports incidents to Driver Manager immediately
4. Keeps daily transportation logs and reviews/submits to Program Manager daily
5. Provides transportation for passengers and assist them as needed
6. Maintain vehicle and shop cleanliness
7. Participates in local training opportunities.
8. Intermittent travel throughout local county and state as needed
9. Other duties as assigned.

QUALIFICATIONS:

1. Ability to interact with others
2. Ability to manage employees
3. Ability to follow instructions and work independently.
4. Ability to read and understand procedures, manuals, correspondence and general text.
5. Ability to maintain discretion with confidential data.
6. Valid Ohio Driver's License and less than 5 points on driving record.
7. Must be able to meet requirements for criminal back ground check (Ohio Bureau of Criminal Identification & Investigation and FBI).
8. Must be able to pass random drug screenings.
9. Must be able to obtain CPR & First Aid Certificate upon hire
10. Must be able to pass the Passenger Assistance Course upon hire

MINIMUM EDUCATIONAL/LICENSURE REQUIREMENTS: Must have at least two years of experience in transportation services.

MINIMUM EXPERIENCE REQUIREMENTS: Customer service experience. Must be knowledgeable with general geography of Ashtabula County.

PHYSICAL REQUIREMENTS: Ability to operate a vehicle within and outside of assigned county.

SUNSET TRANSPORTATION AND RENTALS LLC
JOB DESCRIPTION

POSITION TITLE: NET Program Manager

GENERAL STATEMENT OF DUTIES:

Works closely with President to oversee program operation, budget and data tracking associated directly with ACDJFS funded transportation programs and other contracts. Works closely with Driver Manager to monitor daily dispatch and drivers.

ESSENTIAL RESPONSIBILITIES:

1. Oversees admin portion of NET transportation programs
2. Reviews & monitors transportation schedule and communicates with Driver Manager as needed.
3. Communicates with passengers when necessary in regards to trip information or to address any issues/complaints
4. Coordinate with other local transportation providers to ensure shared geography
5. Daily communication with local social service providers for transportation referrals and other necessary program communications.
6. Records and monitors transportation data daily
7. Coordinates with contracted partners to assure effectiveness of program
8. Maintains local program slips and provides documentation to funding providers monthly
9. Works with President to monitor budget/ funds for program transportation implementation;
10. Maintains paperwork for funding sources as needed; Enters data and extracts reports for local grant reports
11. Promotes the company's mission and needs and recognizes member contributions to both internal and external audiences.
12. Organizes pre-employment screening for new hires and other HR related tasks
13. Prepares documentation and reports for licensures and audits as needed

QUALIFICATIONS:

1. Ability to interact with others
2. Ability to perform basic arithmetic, including percentages and averages with a calculator
3. Ability to follow instructions and work independently
4. Ability to read and understand procedures, manuals, correspondence and general text
5. Ability to maintain discretion with confidential data
6. Valid Ohio Driver's License, reliable transportation
7. Must be able to meet requirements for criminal background check (Ohio Bureau of Criminal Identification & Investigation and FBI)
8. Ability to learn scheduling software program

MINIMUM EDUCATIONAL/LICENSURE REQUIREMENTS: Bachelor's degree preferred. Two years' experience in office and/program management.

MINIMUM EXPERIENCE REQUIREMENTS: Customer service experience. Proficient with Microsoft Office programs, especially Word and Excel. Must be knowledgeable with local social services agencies in Ashtabula County.

PHYSICAL REQUIREMENTS: Ability to travel within and outside of assigned county.

SUNSET TRANSPORTATION AND RENTALS LLC

JOB DESCRIPTION

POSITION TITLE: NET Program Assistant
(vacant—position currently being split between Driver Manager & Program Manager)

GENERAL STATEMENT OF DUTIES: Works closely with Program Manager, Drivers, Driver Manager, and President to assure program efficiency.

ESSENTIAL RESPONSIBILITIES:

1. Takes incoming calls for transportation dispatching and forwards calls to Driver Manager or Program Manager when applicable
2. Monitors daily dispatching via our scheduling software and makes changes when needed within a timely manner
3. Assists Driver Manager with daily schedules
4. Communicates with drivers as needed
5. Communicates with passengers when necessary in regards to trip information or to address any issues/complaints
6. Assist Program Manager and President as needed
7. Organizes paperwork including but not limited to: receipts, driver files, transportation logs, daily inspection forms, and other documentation as needed (this can be on a weekly basis)
8. Participates in local training opportunities
9. Intermittent travel throughout local county as needed
10. Other duties as assigned

QUALIFICATIONS:

1. Ability to interact with others
2. Ability to navigate email
3. Ability to learn scheduling software program
4. Ability to perform basic arithmetic, including percentages and averages with a calculator
5. Ability to follow instructions and work independently
6. Ability to read and understand procedures, manuals, correspondence and general text
7. Ability to maintain discretion with confidential data
8. Valid Ohio Driver's License, reliable transportation
9. Must be able to meet requirements for criminal back ground check (Ohio Bureau of Criminal Identification & Investigation and FBI)

MINIMUM EDUCATIONAL/LICENSURE REQUIREMENTS: Two years' experience in office/admin setting.

MINIMUM EXPERIENCE REQUIREMENTS: Customer service experience. Proficient with Microsoft Office programs.

PHYSICAL REQUIREMENTS: Ability to work from home and travel within and outside of assigned county.

Exhibit II

(Fee Schedule)

Sunset Transportation
Rate / Fee Schedule and Definitions:

Rate Type:	Rate Amount:	Definition Specifications:
Unit Cost Per Mile	\$ 3.58	Unit Rate of \$3.58 per mile for each trip with mileage beginning at the Base Lot at: 4690 Lake Rd E, Geneva, Ohio; and, with mileage ending when the vehicle returns to the Base Lot.
Round Trip	\$ 3.58	A round trip begins at Base Lot, picks up passenger, takes the passenger to their destination, returns the passenger to their home, and returns to the Base Lot.
Wait Time	\$ 0.45	Wait time will be calculated as follows: The first 5 minutes are free, and each minute thereafter will be \$0.45 a minute, not to exceed 480 minutes (8 hours) per trip. If a ride is shared, the wait time will start when the last person in the trip is dropped off and will end when the last passenger is picked up to return to Geneva. This charge is per trip not per passenger.
Shared Rides	NA	A Shared Ride will be divided equally among the passengers. $\text{Total Mileage} \div \text{Number of Passengers} = \text{Cost per Passenger per Trip.}$



Office of Auditor of State
88 East Broad Street
Post Office Box 1140
Columbus, OH 43216-1140

Auditor of State - Unresolved Findings for Recovery Certified Search

(614) 466-4514
(800) 282-0370

I have searched The Auditor of State's unresolved findings for recovery database using the following criteria:

Contractor's Information:

Name: ,
Organization: **Sunset Transportation and Rentals, LLC**
Date: **9/1/2022 9:57:07 AM**

This search produced the following list of **0** possible matches:

Name/Organization	Address

The above list represents possible matches for the search criteria you entered. Please note that pursuant to ORC 9.24, only the person (which includes an organization) actually named in the finding for recovery is prohibited from being awarded a contract.

If the person you are searching for appears on this list, it means that the person has one or more findings for recovery and is prohibited from being awarded a contract described in ORC 9.24, unless one of the exceptions in that section apply.

If the person you are searching for does not appear on this list, an initialed copy of this page can serve as documentation of your compliance with ORC 9.24(E).

Please note that pursuant to ORC 9.24, it is the responsibility of the public office to verify that a person to whom it plans to award a contract does not appear in the Auditor of State's database. The Auditor of State's office is not responsible for inaccurate search results caused by user error or other circumstances beyond the Auditor of State's control.

Signature Page

Re: An agreement between Ashtabula County Job & Family Services and **Sunset Transportation & Rentals, LLC.** for an **Employment Related Transportation Contract for FY 2023.**

Approved as to Legal Form Only:

By: 
Colleen M. O'Toole
Ashtabula County Prosecutor

Date: 
MJH 9.1.22

FISCAL OFFICER'S CERTIFICATE

5705.41 O.R.C.

The undersigned, County Auditor of Ashtabula County, hereby certifies that the amount required to meet the obligations of the County during the year 2022 under the Agreement has been lawfully appropriated for that purpose and is in the Treasury of the County or in the process of collection to the credit of: **2006.030.100-601 Contract Services**; not to exceed **\$7,500.00**, and free from any previous encumbrances.

Agreement Title: An **Employment Related Transportation Contract** between **Ashtabula County Job & Family Services** and **Sunset Transportation & Rentals, LLC**.



David Thomas
Ashtabula County Auditor

Date: _____

9/12/22

**PURCHASE OF TRANSPORTATION SERVICE CONTRACT FOR HUMAN SERVICE
PROGRAMS**

Contract # 23-3010-HRT

This contract made and entered into on the 1st day of October 2022 by and between the Ashtabula County Job & Family Services and the Ashtabula County Board of County Commissioners or its governing body (hereinafter referred to as ACJFS), and Sunset Transportation & Rentals, LLC. located at: 4690 Lake Road East, Geneva, Ohio 44041 (business mailing address: 4519 East Maple Road, Geneva, Ohio 44041), and whose phone number is: 440-361-4013 or 440-855-5314, (hereinafter referred to as Provider) to provide transportation services for a variety of programs to ACJFS.

Pursuant to Title XIX of the Social Security Act, Chapter 5101 of the Ohio Revised Code, and rules promulgated by the Ohio Department of Job & Family Services, the ACJFS is authorized to contract with public or private agencies for the purchase of services. The following are the terms of the contract.

1. **Purchase of Service:** Subject to terms and conditions set forth in this contract and the attached Exhibits (such exhibits are deemed to be a part of this contract as fully as if set forth herein), ACJFS agrees to purchase for, and Provider agrees to furnish to, eligible individuals those specific services as detailed in Exhibit I, (the Request for Proposal and the Provider's Proposal).
2. **Purpose:** ACJFS and Provider agree to coordinate services detailed in Exhibit I, and to make all reasonable efforts to coordinate with other service providers, to establish a cooperative, comprehensive county plan for an effective ACJFS transportation program. Provider agrees to ensure that the funds included in this Agreement are used, and the family services duties for which the grants are awarded are performed, in accordance with conditions, requirements and restrictions applicable to the duties established by the Departments and state and federal and local laws, as well as the federal terms and conditions of the grant award.
3. **Contract Period:** This contract will be effective from October 1, 2022 through September 30, 2023 inclusive, and thereafter subject to renewal, at ACJFS' option, for up to two (2) additional time periods unless otherwise terminated.
4. **Availability of Funds:** Payment for all services provided in accordance with provisions of this contract are contingent upon availability of (and will not exceed the total of) local, state and federal matching funds. The total amount of reimbursement available under this contract will not exceed:
\$ 600,000.00
5. **Cost and Delivery of Purchased Services:** Subject to the limitations specified in Article 4 hereof and as detailed in Exhibit II showing individual rates.
6. **Eligibility of Services:** Eligibility shall be considered when ACJFS determines the participant to be eligible for one or more of the following programs: **Title XX transportation, Non-emergency Transportation (NET), Pregnancy Related Services Transportation (PRS).** Employees of the Provider cannot transport their own family or themselves to appointments that are paid for by ACJFS. Exceptions to this policy will be reviewed and approved or denied on a case-by-case basis by ACJFS.
7. **Non-Eligible Service:** Individuals who are not eligible for the Human Services programs may use transportation as space permits, with the cost of service being recovered as outlined in a separate agreement by Provider and the referral agency. Individuals eligible for ACJFS Programs shall have

priority over all others when ACJFS has authorized the purchase of service.

8. **Fees:** No additional fees will be charged by the service provider to ACJFS eligible individuals for authorized service. Non ACJFS clients who may ride with that individual will be charged the normal and customary fare.
9. **No Show Fees:** A Provider cannot charge “no show” fees due to state Medicaid payment rules that do not allow billing for services not rendered.
10. **Payment for Purchased Service:** Monthly invoices are due to ACJFS by the 15th of the month following the month of service. Repeated untimely and/or incorrect invoices will be grounds for termination pursuant to Contract Section 14, Termination. ACJFS is not responsible for delayed payments due to late, incorrect or incomplete invoices. All invoices submitted will be subject to audit and adjustments by ACJFS and the Ohio Department of Job and Family Services (ODJFS) after payment is made. Attention is directed to Contract Section 25, Responsibility for Audit Exceptions.
11. **Invoice Format:** Provider’s invoice will consist of:
 - (1) A one-page summary invoice signed by an authorized representative and will include:
 - Contract number
 - Service month and year
 - Provider’s name, address, telephone number and billing contact person’s name
 - Total amount invoiced for the month
 - (2) An electronic spreadsheet (provided by ACJFS or another approved format agreed to by both ACJFS and Provider). Provider will include all service provided during the service month on the spreadsheet and the following information for each trip:
 - ACJFS program to be charged
 - Date of trip
 - Client last name
 - Client first name
 - Client pickup address
 - Client destination address
 - Stop(s) address(es)
 - PCA (personal care assistant) name(s) or indication if person is a PCA
 - Total trip mileage
 - Mileage rate
 - Number of one-way trips per passenger
 - Wait start & stop times
 - Total wait minutes being charged
 - Wait time rate
 - Indication if trip is a lift
 - Total trip charge
 - Indication of whether trip was shared with other ACJFS client (to split cost of trip)
 - Driver’s name
 - Report no-shows and cancellations as that could affect the eligibility of the client.
12. **Splitting the Cost of Trips:** Provider is required to split the charge among all ACJFS client passengers for multiple passenger trips.

13. **Duplicate Billing:** Provider warrants that claims made to ACJFS for payment for purchased services shall be for actual services rendered to eligible individuals and do not duplicate claims made by Provider to other sources of public funds for the same service.
14. **Amendment of Contract:** This contract may be amended at any time by a written amendment signed by both parties.
15. **Termination:**
 - a. In the event that Provider does not faithfully and promptly perform its responsibilities and obligations under this contract as determined by ACJFS, ACJFS may terminate the contract by providing Provider with written notice thirty days in advance of the termination date.
 - b. In the event that ACJFS does not faithfully and promptly perform its responsibilities and obligations under this contract, Provider may terminate the contract by providing ACJFS with written notice thirty days in advance of the termination date.
 - c. This contract may be terminated by mutual agreement of the parties. If terminated under this provision, the effective date of termination will be thirty days after the date on which the two parties reach their decision.
 - d. Notwithstanding Sections (a), (b), and (c) of this Article, if the federal and/or other funds designated for the individual program are not available or substantially reduced to ACJFS in an amount adequate to support the activities under this contract as determined by ACJFS, ACJFS may terminate this contract. Such termination is not subject to advanced written notice but will be effective on the date federal and /or other funds are no longer available, or later as stipulated by ACJFS and all reimbursement to Provider will cease as of that date.
16. **Subcontracting:** When deemed necessary to deliver services of the quantity and quality specified in Exhibit I, Provider may subcontract. All such subcontracts will be in the same form as this contract and subject to the same terms, conditions, and covenants contained herein. No such subcontracts shall in any case release Provider of its liability under this contract. Provider is responsible for making direct payment for such services.
17. **Independent Contractors:** Providers, agents, and employees of Provider or the subcontractors will act in performance of this contract in an independent capacity and not as officers or employees or agents of the State of Ohio or ACJFS.
18. **Vehicle Maintenance and Inspection:** The Provider agrees to provide documentation upon request that an annual vehicle inspection for each vehicle has been conducted by the Ohio State Highway Patrol safety inspection unit, or a certified mechanic as outlined in Exhibit I (Request for Proposal) Appendix I-A. The failure to provide documentation may result in suspension of the contract and/or contract termination.
19. **Background Checks:** The Provider agrees to provide copies of background checks, driver's license, and a certified driving history from the Bureau of Motor Vehicles of the Ohio Dept. of Public Safety, for all employees that provide direct services to transportation participants, to ACJFS within 30 calendar days of entering into an agreement and within 30 days of new hire.
20. **Incident and Accident Reports:** Provider will provide ACJFS with a written report of all incidents or accidents within 48 hours of the occurrence. Reports will be provided immediately or as soon as

reasonably possible in cases of ACJFS passenger injury or death.

21. **On Time Performance:** The Provider agrees to arrive within the range time. Range time is defined as 15 minutes either side of the scheduled time. Provider agrees to ensure at least a 95% on time performance rate. Any questions regarding a pickup must be verified with Provider's base while the driver is at the pick-up site. If the late pick up is a result of Provider's inability to locate the pick-up site, ACJFS will not pay for additional mileage incurred while attempting to locate the pick-up site.
22. **Complaint Procedure:** Provider and ACJFS will implement a written complaint procedure to report and resolve any passenger complaints.
23. **Communication:** Provider vehicles and/or drivers will be equipped with some form of two-way communication at all times, i.e. two-way radio, cellular phone.
24. **Financial Records:** The Provider shall maintain independent books, records, payroll, documents, accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract. Such records shall be subject at all reasonable times for inspection, review, or audit by duly authorized federal, state, and ACJFS personnel. Such records shall also be subject to inspection by the individual or entity selected for the audit required by Article 25 of this contract.
25. **Responsibility for Audit Exceptions:** Provider agrees to accept responsibility for receiving, replying to, and/or complying with any audit exception by appropriate state or federal audit directly related to the provisions of this contract.
26. **Availability and Retention of Records:** All records relating to costs, work performed and supporting documentation for invoices submitted to ACJFS by the provider along with copies of all deliveries submitted to ACJFS pursuant to this contract shall be retained and made available by the provider for audit by the State of Ohio (including but not limited to ODJFS, the Auditor of the State of Ohio, Inspector General or duly appointed law enforcement officials) and agencies of the United States government for a minimum of three years after payment under this contract. If an audit is initiated during this time period, the provider shall retain such records until the audit is concluded and all issues resolved.
27. **Confidentiality:** Provider agrees that information concerning eligible individuals shall only be used in support of the ACJFS programs. Disclosure of information by Provider, Provider's employee's, Provider's Sub or Independent contractor for any other purpose is prohibited except upon the written consent of the eligible individual. Both Provider and ACJFS will complete the necessary consent forms with participants so that information can be exchanged as needed.
28. **Civil Rights:** ACJFS and the Provider agree that as a condition of this contract, there shall be no discrimination against any client or any employee because of race, color, sex, religion, national origin, or any other factor as specified in Title VI of the Civil Rights Act of 1964 and subsequent amendments. The Provider hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.); Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794); the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.); all provisions required by the implementing regulations of the Department of Agriculture and Department of Health and Human Services; Department of Justice Enforcement Guidelines (28 CFR Part 50.3 and Part 42) and Department of Agriculture, Food and Nutrition Services (FNS) directives and guidelines, to the effect that, no person shall on the grounds of race, color, national origin, sex, religious creed, age, political beliefs, disability, or reprisal or retaliation for prior civil rights activity,

be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under any program or activity for which sub-grantee receives Federal financial assistance from FNS. In addition, the Provider agrees to provide assistance to persons with Limited English Proficiency (LEP) in their programs and activities as further outlined in Executive Order 13166, reprinted at 65 FR of the Title VI Civil Rights Act. It is further agreed that the Provider will comply with all appropriate federal and state laws regarding such discrimination and the right to any method of appeal will be made available to all persons served under this contract. Any non-compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this contract.

29. Indemnity and Insurance:

a. **Indemnity:** Provider agrees that it will, at all times during the existence of this contract, indemnify and save harmless the ACJFS and the Ohio Department of Job & Family Services and their employees, and the Ashtabula County Commissioners, against any and all liability, loss, damage, and/or related expenses incurred through the provision of services under this contract.

b. **Insurance:** Provider will maintain insurance coverage in an amount reasonably necessary to adequately secure the persons and estates of eligible individuals against reasonable foreseeable torts which could cause injury or death resulting from the lawful performance of this Contract.

Minimum coverage for General Liability in the amount of \$1,000,000.00 each occurrence and Automobile Liability \$1,000,000.00 each occurrence. Any lapse in coverage may result in suspension of the contract and/or contract termination.

30. Monitoring and Evaluation: ACJFS and the Provider will monitor the manner in which the terms of the contract are being carried out. ACJFS reserves the right to schedule monitoring visits at regular intervals or may request detailed reports from the Provider. The Provider agrees to provide ACJFS reports relative to the effective operation of the program as specified in Exhibit I. ACJFS may perform at least one on-site monitoring visit during the contract period. Provider and ACJFS may meet at mutually agreed upon times for the purpose of reviewing service data and contract issues.

31. Accessibility of Program to the Public: ACJFS and Provider agree to make all reasonable efforts to allow public access to the program by providing convenient hours for public contact, and adequate availability of staff for public inquiries.

32. Accessibility to the Handicapped: Provider agrees as a condition of the contract to comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), all requirements imposed by the applicable HHS regulations (45CFR, Part 84) and all guidelines and interpretations issued pursuant thereto. Any agency found to be out of compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this contract.

33. Maintenance of Service: The Provider certifies that the services being reimbursed are not available from the provider on a non-reimbursable basis or for less than the unit cost. The provider certifies that they will not use the federal funds to supplant non-federal funds for services.

34. Referral: ACJFS and Provider agree that the responsibility and control of the referral process remains with ACJFS. Provider will not exclude or reject a referral without the consent of ACJFS.

35. Equal Employment Opportunity: The Provider will comply with Executive Order 11246, entitled

Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented in Department of Labor regulations 41 CFR Part 60.

36. **Patent Rights, Copyrights and Rights in Data**: All contracts are subject to the provision and conditions of Patent Rights and Copyrights and Rights in Data.
37. **Clean Air**: For contracts exceeding \$100,000.00, the Provider agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 USC §§ AA 7401 et seq.
38. **Debarment**: The Provider certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. For contract exceeding \$100,000.00, the provider shall submit an "Integrity Certification" regarding debarment, suspension, and other responsible matters.
39. **Lobbying**: The Provider certifies that no funds appropriated by this contract will be used for lobbying as described in 31 USC 1352. For contracts exceeding \$100,000.00, the selected provider shall submit a "Certification Regarding Lobbying" as required by 49 CFR part 20.
40. **Licensing**: The Provider agrees to possess and maintain current all applicable business permits and licenses including those relevant to the operation of a taxicab and or transportation service. Any lapse in permits, licenses or certifications will result in contract suspension, pending termination. Provider agrees to provide copies of same to ACJFS upon request.
41. **Americans with Disabilities Act**: The Provider agrees to comply with the Americans with Disabilities Act of 1990.
42. **Child Support Enforcement**: Provider agrees to cooperate with ACJFS and any Ohio Child Support Enforcement Agency (CSEA) in ensuring employees of the provider meet child support obligations established under state law. Further, by executing this contract, the provider certifies present and future compliance with any court order for withholding of support which is issued pursuant to sections 3113.21 and 3113.214 of the Ohio Revised Code.
43. **Partial Invalidity**: A judicial or administrative finding or decision that any part of this contract is illegal or invalid shall not invalidate the remainder of the contract.
44. **Prohibition of Assignment of Claims**: The assignment of claims under the Assignment of Claims Act of 1940, as amended, 31 U.S.C. 3727, 41 U.S.C. 15 is prohibited.
45. **Conflict of Interest**: Provider shall not engage in any conflict of interest actual or apparent, or attempt to influence the selection, award, or administration of a contract under ACJFS.
46. **Accreditation and Compliance with Tax, License and Insurance Requirements**: The Provider shall comply with all federal, state and local laws and accreditation and compliance with tax, license and insurance requirements. All required insurance shall be kept current throughout the term of the contract.
47. **Drug Free Workplace**: The Provider agrees to comply with all federal, state, and local laws relating to the Drug Free Workplace Act.

Therefore, the below listed parties enter into this contract as stated in Sections 1 through 47 inclusive.

SIGNATURES:



Patrick J. Arcaro, Executive Director
Ashtabula County Job & Family Services

09/01/22

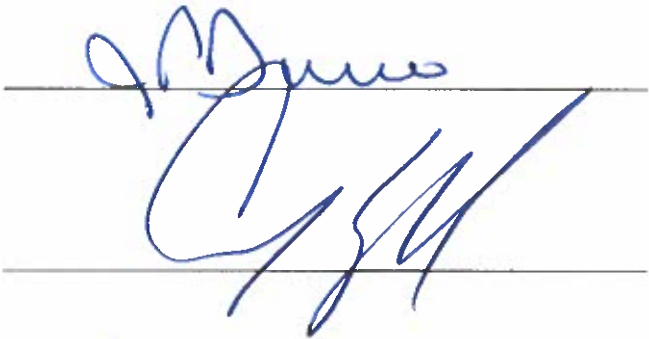
Date



Sunset Transportation

9/08/22

Date



9-20-22

Date



Ashtabula County Board of Commissioners

Exhibit I

(Program Description)

**Request for Proposals
For
Transportation Services**

**Health Related Transportation
Employment Related Transportation**

Issued by:

**The Ashtabula County Job & Family Services
(ACJFS)
2924 Donahoe Drive
Ashtabula, Ohio 44004**

Issue Date:

June 15, 2022

RFP Number:

ACJFS RFP #4-22

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Health Related & Employment Related Transportation Services

I. Introduction

The Ashtabula County Job & Family Services (ACJFS) and the Ashtabula County Board of County Commissioners, or its governing body, is accepting proposals for Transportation Services for within and outside of Ashtabula County serving Ashtabula County residents determined eligible for Prevention, Retention and Contingency (PRC), Ohio Works First (OWF), Food Assistance Employment and Training (FAET), Title XX Social Services Block Grant (Title XX), Non-Emergency Transportation (NET) and/or Pregnancy Related Services (PRS). Transportation options are needed for transport to health care appointments, employment, school, daycare facilities, or other locations deemed necessary under supportive services for FAET.

It is the responsibility of the Applicant to be aware of and maintain all required licenses and certifications necessary to provide the proposed service. Applicant proposals must demonstrate ability and experience in providing the service.

Ride Data

For the period of 10-1-20 to 9-30-21, 27,299 rides were provided to participants of the program/eligibility categories referenced. A ride equals 1 passenger transported 1 way.

The term "Applicant" as used in this RFP refers to the individual or entity submitting a proposal.

The term "Provider" as used in this RFP refers to an "Applicant" who is selected to receive a contract or sub-grant agreement as a result of this RFP process.

The term "Agreement" as used in this RFP refers to either a contract or sub-grant agreement award.

As a result of this RFP process and based on the quality of proposals received, ACJFS may proceed in any of the following manners including but not limited to:

1. Award an agreement to one or more applicants for the provision of transportation services. Agreements are awarded based on available funding per program/eligibility category (PRC, OWF, FAET, Title XX, NET & PRS) and ACJFS' determination of need for each program. ACJFS may award an agreement to an applicant for one or more of the program/eligibility categories.
2. Reject any or all proposals, or any part thereof without cause.
3. Not award an agreement through this RFP process, based on the quality of the proposals submitted.
4. Not select any applicant should ACJFS decide not to proceed.
5. Waive any informality in the proposals.

ACJFS reserves the right, if necessary, to contract with multiple applicants to develop a comprehensive transportation coordination, scheduling, and service delivery plan to best meet the needs of those determined eligible for program/eligibility categories.

II. RFP Schedule and Submission Information:

RFP Schedule of Important Dates:

RFP Release	Date: 6-15-22
Question Period Begins	Date: 6-15-22
Pre-Proposal Conference	Date: 7-6-22 @ 10:00 a.m.
Question Period Ends	Date: 7-6-22 @ 4:00 p.m.
Proposals Due to Ashtabula County Board of Commissioners	Date: 7-14-22 @ 2:30 p.m.
Agreement Effective Date	Date: 10-1-22

Pre-Proposal Conference:

A pre-proposal conference will be held on **Wednesday, July 6, 2022, at 10:00 a.m.** at
ACJFS: 2247 Lake Avenue – OhioMeansJobs office, Ashtabula, Ohio 44004.

Contact Person:

All proposal process questions must be in writing and sent via email or fax prior to **4:00p.m. on 7-6-22** to:

ATTN: Renee Dragon, Program Evaluator

Email: RENEE.DRAGON@jfs.ohio.gov

Fax: 440-998-4253

Proposal Delivery:

Mail or deliver one (1) master copy and three (3) duplicates (total of 4) of the entire written proposal in a sealed envelope or package in the required format to:

The Ashtabula County Board of Commissioners

Attention Lisa Hawkins

25 West Jefferson Street

Jefferson, Ohio 44047-1092

**The sealed envelope containing the proposal must be received no later than 2:30 p.m. on 7-14-22
and clearly marked with the applicant's name, address and RFP number:**

ACJFS RFP #4-22

III. Applicant Requirements, Inspections and Compliances:

Applicants shall understand, agree, and comply with the following sections:

Requirements:

1. Be a formally organized business or service agency providing the services proposed.
2. Operate the business in compliance with all applicable federal, state, and local laws, and shall comply with:
 - a. non-discrimination laws, federal wage and hour laws, and workers' compensation laws in the recruitment and employment of individuals.
 - b. non-discrimination laws in the provision of services.
 - c. federal rules and statutes take precedence over these conditions in cases where discrepancies between these exist.
 - d. all Federal, State of Ohio, and local laws, rules, executive orders and other legal requirements as they apply to public transportation including drug abuse and alcohol misuse requirements as appropriate.
3. Provide evidence supporting financial responsibility in the coverage of participant loss due to theft, property damage, or personal injury, and have a written procedure which identifies the steps a participant must take to file a liability claim.
4. Have a written procedure for reporting, documenting, investigation and follow-up of all participant incidents and complaints.
5. A provision of any Agreement entered into with ACJFS requires that Applicants must perform background checks of all employees that provide direct services to transportation participants. A criminal background check must be performed in accordance with section 109.572 of the Revised Code for each direct service employee and applicant. The result of the criminal background check must substantiate that no direct service employee or applicant on whom the criminal background check was performed has ever been convicted of or pleaded guilty to any offence listed in divisions (A)(3)(a) to (A)(3)(e) of section 109.572 of the Revised Code.
6. Applicants must comply with the Drug Free Workplace Act.
7. It is the responsibility of the Applicant to be aware of and maintain all required licenses and certifications necessary to provide the proposed service.
8. The Applicant shall document that all utilized vehicles have insurance in compliance with Ohio's financial liability law requirements. A copy of the certificate of insurance and vehicle registration shall be maintained in each vehicle.
9. The Applicant shall document that all vehicle operators and owners maintain proof of financial responsibility as required in section 4509.101 of the ORC for motor vehicles.
10. The Applicant shall document that each vehicle operator has current/valid Ohio motor vehicle operator's license or a license appropriate to the vehicle (i.e., commercial driver's license) and have at least two years of licensed driving experience.
11. The Applicant shall document that an annual OBMV check on vehicle operators has been successfully completed. ACJFS reserves the right to request verification of a current driving record for any direct service worker.
12. The Applicant shall ensure that drivers are trained and knowledgeable in hands-on transfer techniques prior to transporting participants which will include but not be limited to: observation for signs of difficulty, proper way to offer to assist participant, proper assistance techniques and that each operator has been trained and skill-tested in the proper use of the wheelchair lift and securing mechanisms prior to transporting any wheelchair-bound participant.

Inspections and Compliances:

The Applicant is responsible for assuring the safety of each vehicle used to transport participants according to these standards:

1. The Applicant shall have a written plan for regularly scheduled maintenance and safety inspection of vehicles used and must document compliance with the plan.
2. Per O.R.C. 4766.04(A) any person who furnishes, operates, conducts, maintains, advertises, engages in, or proposes or professes to engage in the business or service of transporting people who are seriously ill, injured, or otherwise incapacitated or who require the use of a wheelchair or are confined to a wheelchair are required to be licensed by the Ohio Division of Emergency Medical Service.

3. All vehicles shall:
 - a. Be equipped with seat belts for each individual transported, unless the vehicle is exempted by state law.
 - b. Have documentation that an annual safety inspection has been conducted through either the Ohio State Highway Patrol safety inspection unit, or a certified mechanic as outlined in Appendix I-A.
 - c. Vehicles designed for transporting five or more individuals shall be equipped with emergency equipment specified in Appendix I-A.
4. Vehicles equipped for transporting participants remaining in wheelchairs shall:
 - a. Be equipped with permanently installed floor wheelchair restraints for each wheelchair position used
 - b. Have documentation of daily inspection and testing of the wheelchair lift prior to transporting any participant that day as outlined in Appendix I-B.

IV. Proposal Specifications & Format:

Proposal Information:

All proposals submitted in response to the RFP will become the property of ACJFS and may be returned only at ACJFS' option and at the applicant's expense. In order to ensure fair and impartial evaluations, Proposals and any documents or other records related to a subsequent negotiation for a final agreement that would otherwise be available for public inspection and copying under section 149.43 of the Ohio Revised Code shall not be available until after the award of the agreement.

Proposal Cost:

The costs of developing proposals are entirely the responsibility of the applicant and shall not be chargeable to ACJFS under any circumstances. ACJFS is under no obligation to compensate the applicant for any expenses incurred as a result of the RFP process.

Proposal Communication:

From the issuance date of this RFP, until the evaluation of proposals has concluded, there may be no communications concerning this RFP between any applicant or possible applicant and any employee of ACJFS, or any other individual who in any way is involved in development or selection process of this RFP or the submitted proposals. All verbal communication must be restricted to the pre-proposal conference. Questions must be submitted in writing. Any verbal questions will not be answered except at the pre-proposal conference. Attempts to make prohibited communications by potential applicants may result in the disqualification of those applicants' proposals.

Proposal Format:

To assure each proposal receives the same orderly review, it is required that all proposals be submitted in the format as described in this section. Proposals must be easily reproduced, on quality paper, single spaced, clearly formatted to Times New Roman (or similar) 12-point font, and not stapled (please use binder clips or paper clips, if possible.) The proposal, including one (1) master, and three (3) copies, must be in a sealed envelope. Each section 1 - 4 will be clearly identified with cover pages provided, and if possible, identification on each page explaining to which section it belongs.

The proposal must be organized in the following format:

Cover Page (not provided) - A proposal cover page is required, including the applicant's name, the RFP title & RFP number. The cover page must clearly identify the proposal as a "master" or "copy".

Proposal Checklist - (Attachment E) must be submitted with "Master" copy only. If an Applicant feels that any of the required documents is not applicable to their organization, a narrative is required and must be submitted with the appropriate cover page.

Section 1 - Application Information (Attachment A):

Applicants will complete this section, identifying organization name, address, and other background information. The master copy of each proposal must have an original applicant information page with an original signature in blue ink. The proposal must be signed by an individual who is authorized to bind the applicant contractually. The signature must indicate the title or position the individual holds in the applicant's organization. Unsigned proposals will be rejected.

Section 2 - Required Documents:

Applicants shall submit the following with their proposal: (Cover pages are provided in Attachment C for each item and must be included with the proposal, preceding and identifying each required document).

A. Financial Statement Requirement: (with master copy only)

1. Most recent Financial Audit (prepared in accordance with Auditing Standards Generally Accepted in the United States of America). The audit report must cover a twelve-month period and be within the applicant's most recent two fiscal years.

-or-

2. If the applicant does not normally have an independent audit, ACJFS will accept a Compilation or Review Report prepared by an independent accountant for the applicant's most recent fiscal year end. The statement must be prepared in accordance with Statements on Standards for Accounting and Review Services Issued by the American Institute of Certified Public Accountants. These statements are prepared in accordance with Generally Accepted Accounting Principles (GAAP).

In lieu of financial statements prepared on the accrual basis (GAAP), ACJFS will accept financial statements prepared on the cash or income tax basis of accounting with full disclosure.

- B. Articles of Incorporation
- C. Proof of Liability Insurance/Other Required Insurance
- D. Equal Employment Opportunity - Affirmative Action Plan
- E. Professional or Operating licenses
- F. Documents used for Monitoring
- G. Employee Training Program description
- H. If applicable: a copy of the license(s) to operate the taxicab company in each area of service
- I. Documentation of licensure and certification by the Ohio Division of Emergency Medical Service, if applicable
- J. Affidavit of Delinquent Personal Property Tax ORC 5719.042
- K. Affidavit of Non-Collusion
- L. Non-Discrimination Agreement O.R.C. 153.59
- M. Representations, Assurances, and Certifications document
- N. Certification Regarding Lobbying
- O. OMB Circular 2 CFR 200 Audit Certification Form
- P. Background checks of all employees that provide direct services to transportation participants.

Section 3 - Program Planning and Development:

The Program Planning and Development section must include the following information:

- A. Program description: Provide a description of how the program service specifications will be fulfilled. The description should demonstrate the applicant's understanding of the program as described in the RFP.
- B. Provide a summary of service and description for each of these areas:
 1. Days and hours service is available. ACJFS seeks to provide services 24 hours a day, 7 days per week.
 2. The number of years the applicant has been providing service(s) similar to the proposed service(s), resulting in relevant experience.
 3. Specifications:
 - (a). A detailed description of the Applicant's method of calculating a trip charge. ACJFS reserves the right to negotiate with individual applicants the method of charging trip mileage.

- (b). Define a round trip ride.
 - (c). Describe the method of charging a "shared" trip.
 - (d). Number of vehicles used to provide service, passenger capacities and number of wheel-chair lift equipped vehicles.
 - (e). Identify procedures to efficiently provide services to multiple passengers while avoiding excessively long trips.
 - (f). Schedule trips to ensure that the average waiting time for pick-up or delivery does not exceed fifteen (15) minutes from the stated pick-up or delivery time.
 - (g). Develop procedures to accommodate last minute requests, scheduling changes, late running vehicles and "no-shows".
 - (h). Assure that ninety percent (90%) of shared-ride trips take no more than 30 minutes more than the time required to accomplish the same trip, at the same time of day, under the same weather and traffic conditions, as on a non-shared basis.
 - (i). Report all incidents, accidents or complaints to ACJFS within 24 hours of the occurrence. Any accident involving passenger injury needs to be reported to ACJFS immediately or if during
- C. Geographic service areas: Applicants shall provide a narrative that addresses how they plan to deliver services both within and outside of Ashtabula County.
 - D. Organizational structure: State the history of the applicant organization. Include date of incorporation, main source of financial support, organizational chart, Board of Trustees and/or Advisory members.
 - E. Applicant/Staff Qualifications: An explanation of qualified staff associated with the proposed service must be provided, as well as job descriptions for all positions addressed in the program description and budget in order to demonstrate an acceptable level of staff experience and capabilities in performance of the proposed service.

When completing sections 2 and 3, if an applicant feels that one or more of the requirements does not apply, a narrative reflecting the reason a requirement does not apply must be included.

Section 4 - Applicant Budget (Attachment B):

An electronic copy of applicant budget is available upon request.

All applicants are required to submit an Applicant Budget (Attachment B) which establishes a unit rate(s) for the proposed service. The unit rate shall include all costs associated with program including administrative, training, and record documentation. All rates included in the proposal are subject to negotiation if an applicant is awarded an agreement.

Unit of Service:

- 1. A unit of service is equal to one mile.
- 2. Proposals must include a standard all-inclusive rate per mile for all forms of transportation, all types of vehicles (standard passenger vehicle, van or mini-van, or wheelchair lift equipped vehicle). The standard rate must cover all trips either within Ashtabula County or Outside of Ashtabula County. The rate shall not include any type of "base" or "surcharge" fee.

Published Public Rates: Proposals must include published public rates if the Provider offers services to the general public.

V. Evaluation and Selection Process:

Proposal Evaluation:

The review process will be conducted in two (2) stages. Stage 1 will consist of a preliminary review to ensure that the proposal adheres to the minimum requirements specified in the RFP. Proposals which adhere to the minimum requirements will be deemed "Qualified". Those which do not, will be deemed "Non-Qualified". Partial submissions or proposals submitted after the designated deadline will be determined to be "Non-Qualified". "Qualified" proposals will then be reviewed in Stage 2, in accordance with the review process.

Stage 1 Review:

“Qualified” proposals in response to the RFP must meet the following requirements:

1. Timely Submission - The proposal is received at the address designated in the RFP and according to instructions. Proposals mailed but not received at the designated location by the specified date will be deemed “Non-Qualified” and will not be considered.
2. Completeness of Submission - proposal submission must include:
 - a. Required number of copies: 1 master and 3 copies (4 total)
 - b. Section 1 Applicant Information Page (Attachment A)
 - c. Section 2 Required Documents A,B,C,D,E,F,G,H,I,J,K,L,M,N,O,P
 - d. Section 3 Program Planning & Development
 - e. Section 4 Applicant Budget, Published Public Rates, Other Negotiated Rates

Proposals which do not meet all of the above stage 1 review requirements will be deemed “Non - Qualified” and will not be reviewed in stage 2.

Stage 2 Review:

All “Qualified” proposals will be reviewed and evaluated. At any time during the review process ACJFS may request additional information from the Applicant. The evaluation will include, but will not be limited to:

- Information obtained from Program Planning and Development (Section 3):
 - A. Applicant’s program description shows understanding of the services requested and provides a detailed description of how the service specifications will be fulfilled.
 - B.1 Ability to adequately service clients according to hours of operation as stated in RFP.
 - B.2 Applicant demonstrates experience with this service or similar service. If experience is not available, applicant shows they qualify to provide the services without prior experience.
 - Applicant has thoroughly defined the method of charging for trips.
 - The Applicant has sufficient vehicle capacity to meet the needs of the program.
 - Applicant demonstrates the ability and experience for scheduling of trips, shared rides, effective utilization of vehicle capacities, problem solve unforeseen changes in trip scenarios.
 - C. Applicant is able to meet the geographical needs of the service area.
 - D. & E. organizational structure, staffing level, qualifications and experience are sufficient to accomplish the requirements of the RFP.
- Cost of proposed service from Applicant Budget (Section 4):
 - The budget effectively defines the unit rate.
 - The budget is inclusive of only necessary costs associated with the program.

Following the Stage 2 Review, one or more Applicants may be invited to ACJFS for oral presentations if ACJFS determines oral presentations to be necessary. Information obtained during the presentation stage will be used in conjunction with Stage 1 and 2 review to complete the evaluation process.

Proposal Selection:

Selection of one or more Applicants based upon the results of the Stage 1 and Stage 2 evaluations may result in the issuance of an agreement. Proposal selection does not guarantee an agreement for services will be awarded. If ACJFS and the Applicant are unable to successfully come to terms regarding the agreement, ACJFS reserves the right to terminate agreement discussions without cause. In this event, ACJFS reserves the right to select another Applicant from the proposal process, cancel the RFP, or reissue the RFP if this is deemed necessary.

Acceptance and Rejection of Proposals:

The decision of the ACJFS and the Board of Ashtabula County Commissioners shall be final. The waiver of an immaterial defect shall in no way modify the RFP documents or excuse the Applicant from full compliance with its specifications if the Applicant is awarded the agreement.

Per O.R.C. 307.862 section B.10:

(a) ACJFS and the Board of Ashtabula County Commissioners reserve the right to reject any proposal in which the applicant takes exception to the terms and conditions of the RFP; fails to meet the terms and conditions of the RFP, including but not limited to, the standards, specifications, and requirements specified in the RFP; or submits prices that ACJFS and the Board of Ashtabula County Commissioners considers to be excessive, compared to existing market conditions, or determines exceed the available funds allocated for this service.

(b) ACJFS and the Board of Ashtabula County Commissioners reserve the right to reject, in whole or in part, any proposal that has been determined, using the factors and criteria ACJFS and the Board of Ashtabula County Commissioners develops, would not be in the best interest of the county.

(c) ACJFS and the Board of Ashtabula County Commissioners may conduct discussions with applicants who submit proposals for the purpose of clarifications or corrections regarding a proposal to ensure full understanding of, and responsiveness to, the requirements specified in the RFP.

Post Selection Meeting:

The post-selection meeting may be utilized only by "Qualified" Applicants passing the first level review, who wish to obtain clarifying information regarding their non-selection. If an Applicant wishes to discuss the selection process, the request for an informal meeting and the explanation for it must be submitted in writing within five days of the receipt of the non-selection notice. The request for a meeting should be sent to Renee Dragon at the address given in the Contact Person section.

VI. Award of Contract/Sub-grant Agreement:

Overview:

The agreement shall incorporate the terms, conditions and requirements of the RFP, the Applicant's proposal and all other agreements that may be reached. ACJFS will design, develop and implement the structure of the agreement. This RFP, the successful Applicant's proposal and other applicable addenda will become part of the final agreement.

Availability of Funds:

ACJFS reserves the right to not award an agreement through this RFP process, based on available funding.

Agreement Period:

The agreement has a tentative effective date of 10-1-22 through 9-30-23.

Invoicing:

Provider(s) will be required to submit a detailed invoice to ACJFS on a monthly basis in a format approved by ACJFS. Payments will be made based upon the agreed rate. Providers will report actual expenses monthly in a format approved by ACJFS. Payments will be reconciled periodically to ensure that total payments do not exceed actual expenses.

Performance & Monitoring:

ACJFS will monitor the manner in which the terms of the agreement are being carried out. ACJFS reserves the right to schedule monitoring visits at regular intervals or may request detailed reports from the Provider(s). Provider(s) agrees to provide ACJFS reports relative to the effective operation of the program. ACJFS may perform at least one on-site monitoring visit during the agreement period. Provider(s) and ACJFS may meet at mutually agreed upon times for the purpose of reviewing service data and agreement issues. Provider(s) must maintain records sufficient to document eligibility and any additional demographic data requested by the ACJFS.

See Attachment D for a sample Agreement for minimum contractual requirements of all ACJFS Providers. ACJFS reserves the right to add or delete agreement language to meet the project needs.

Confidentiality and Security:

The Provider agrees that information concerning eligible individuals shall only be used in support of the service program. Disclosure of information for any other purpose is prohibited except upon the written consent of the eligible individual. Both the Provider and ACJFS will complete the necessary consent forms with participants so that information can be exchanged as needed.

Publicity:

Any program descriptions, publicity releases, or other public references including but not limited to, both internal and external informational pamphlets, brochures, and media releases on the services provided under this agreement will clearly state that the services are funded by ACJFS. Provider assumes responsibility for the development and cost associated with these items and agrees to obtain approval from ACJFS before releasing promotional materials and/or items.

Applicable Laws and Rules:

Providers shall understand, agree with, and comply with the following:

1. Americans with Disabilities Act of 1990
2. Occupational Safety and Health Act of 1970
3. Equal Employment Opportunity Act
4. Documentation of licensure and certification by the Ohio Division of Emergency Medical Service, if applicable.
5. Any Federal, State and Local laws regarding the service.

If awarded an agreement which exceeds \$100,000.00, Providers shall understand, agree, and comply with the following:

6. Clean Air Act, as amended, 42 USC §§ AA 7401 et seq.
7. Certify that no funds appropriated by the agreement will be used for lobbying as described in 31 USC 1352. The Applicant shall submit a "Certification Regarding Lobbying" as required by 49 CFR part 20.
8. The Provider certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. The Provider shall submit an "Integrity Certification" regarding debarment, suspension, and other responsible matters.

Patent or Copyright Liabilities:

The Provider will protect, defend and hold free and harmless ACJFS, Ashtabula County, its officers, employees, agents, and Board of County Commissioners against all claims that any of the designs supplied hereunder infringe a U.S. patent or copyright. The Provider will pay all resulting costs, damages, and attorney's fees to defend Ashtabula County against such claims. ACJFS will promptly notify the Provider in writing of all claims, and the Provider will have control of the defense and all related settlement negotiations. If such claim has occurred, or is likely to occur, ACJFS agrees to permit the Provider, at Provider's option and expense, either to procure for ACJFS the right to continue using the designs or programming or to replace or modify the same so that they become non-infringing but still meet the requirements of the RFP.

Software and Ownership Rights:

ACJFS will have ownership rights in software, software modifications, and associated documentation designed, developed, or installed with the use of County funds. ACJFS reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, or otherwise use and authorize others to use the software, software modifications and documentation for County, State, and Federal government purposes (edited APM.4046. (5)).

Appendix I

Appendix I-A

Transportation Requirements

Required Annual Inspection Elements for Vehicles:

1. Seating:

- a. All seats must be securely fastened to the floor.
- b. No broken tubing or protruding pieces of metal should be around seats.

2. Defrosters & Heaters:

- a. Must operate as designed.
- b. Heater cores must be clean and free of leaks and obstructions to the flow of air.
- c. Hoses must not have cracks or leaks and must otherwise be in good condition.
- d. Fan guards must be metal or plastic.

3. Windshield Wipers & Washers:

- a. Must operate as designed.
- b. Wiper blades in the vehicle operator's field of vision must be clean.
- c. Wiper blades must not be brittle or badly worn.

4. Vehicle Floor:

- a. Must be metal
- b. Must be intact without holes.

5. Mirrors:

- a. Must have at least one rear view interior mirror that is properly secured and in proper placement.
- b. Must have at least one mirror on each side of the vehicle that is properly secured and in proper placement.
- c. Prismatic lens must be properly installed.
- d. All mirrors must enable operators to see a clean image (i.e. without cloudiness, cracks, or other obstacles on the mirror to interfere with reflection).

6. Emergency Equipment:

- a. The red reflectors must be stored in the vehicle.
- b. The vehicle must have a five-pound dry chemical fire extinguisher with the minimum rating outlined in section 20 b.c. of the Ohio fire code and based on section 10 of the National Fire Protection Association. The fire extinguishers must be securely mounted near the vehicle operator for easy access.
- c. The vehicle must be equipped with a first aid kit.

7. Brakes:

- a. Properly located and free of crimps, rust, breaks in integrity, and not in contact with inappropriate vehicle components.
- b. Tail exhaust pipes are properly secured to prevent dropping on the break line.

- c. Vehicles using vacuum-assisted breaks: wheel cylinders, master cylinders, hydrovac, and hose connections must be free of fluid leaks.
- d. Vehicles using air brakes: reservoirs, chambers, valves, connections, and lines must be free of air leaks.
- e. During inspections, brake pads must be checked against the vehicle manufacturer's specifications.
- f. All moisture ejection valves must be free of leaks and in proper working order.

8. Emergency Brakes:

- a. The vehicle must have a functional emergency brake that is capable of stopping or holding the vehicle in an emergency or while parked. The emergency brake shall hold the vehicle on any grade and under all conditions of loading on a surface free of snow, ice, or loose material.
- b. If the emergency brake is located on the drive shaft, the brakes shall:
 - i. Hold the vehicle in parked position;
 - ii. Be properly mounted, and;
 - iii. Have cables that are properly lubricated and not hazardously worn.

9. Steering Gear:

- a. The steering shaft must have no more than one half-inch upward motion when the steering wheel is pulled upwards.
- b. The steering gear assembly, power steering unit, brackets, and mounting bolts must be securely fastened.
- c. If installed, power steering must be operative, properly mounted, and have correct fluid levels and belt tensions.
- d. Tie rod ends must function properly.
- e. Tires must not rub any chassis or body component in any position.

10. Horn: Must operate as designed.

11. Windshield & Windows:

- a. Window glass must be free of chips or cracks and be securely mounted without exposed edges.
- b. Plexiglass will not be used to replace safety glass.

12. Emergency Door:

Applicable to Bus Type Vehicles

- a. The door must be able to open to its maximum width without catching or binding.
- b. All handles must be permanently installed.
- c. Operating instructions for the emergency door must be lettered or decaled inside the emergency door.
- d. The safety buzzer must operate as designed and be placed in the vehicle operator's area to warn passengers that the emergency door is opened.
- e. The door must be free of temporary or permanent obstructions.
- f. No padlocks or other added security devices are to be used to secure the door while the vehicle is in motion.

13. Springs & Shocks:

- a. Must be intact
- b. Must be properly mounted
- c.

14. Tires:

- a. Must have no less than two sixteenth inch tread pattern measured anywhere on the tire.
- b. Retread tires should not be located on the steering axle.
- c. Must be free of irregular wear, cuts, bruises, and breaks.
- d. Must be balanced and in proper alignment.
- e. All lugs must be present and fitted tightly on tires.
- f. All tread types must match mated tires.

15. Exhaust System:

- a. Must be intact and operating as designed.
- b. All pipe and muffler joints must be properly welded or clamped.
- c. Exhaust manifolds must be free of cracks and missing bolts.

16. Lights:

- a. Must operate as designed.
- b. Must meet ORC and OAC requirements for vehicle lighting.

17. The Vehicle Body:

- a. Condition must be intact.
- b. Must be free of broken parts that can cause injury.

18. Gas Tank:

- a. Must be free of rust, damage or leaks.
- b. Must be securely mounted.

19. Seating Area & Aisle: Must be free of debris.

Appendix I-B

Required Daily Wheelchair Lift Inspection Elements:

Before each day's services are provided, providers must complete and document an inspection of the wheelchair lift prior to any participant service that day according to the following specifications:

1. Run the lift through one complete cycle to be sure that it is operable.
2. Check for any signs of seal leaking or binding of hardware.
3. Check for frayed or damaged lift cables, hydraulic hoses, or chains.
4. Check for physical damage and jerky operation.
5. Check for hazardous protrusions and exposed edges. Assure that all protrusions are adequately padded and protected.
6. Check all fasteners and assure that all bolts are snug.
7. Make sure the lift is properly secured to the vehicle when stored.
8. Clean the lift completely of dirt, mud, gravel, and corrosive elements such as salt.
9. Lubricate the lift in compliance with the manufacturer's requirements.
10. Providers shall not use the lift any time repairs are necessary.

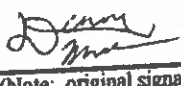
**ATTACHMENT A
TRANSPORTATION PROGRAMS
APPLICANT INFORMATION**

AGENCY / ORGANIZATION NAME: Sunset Transportation + Rentals LLC
ADDRESS: 4519 East Maple Rd Geneva OH 44041
PHONE: 440-855-5314 FAX:
SERVICE SITE (if different than above): 4690 Lake Rd E
ADDRESS: Geneva, OH 44041
PHONE: 440-361-4013 FAX:
FEDERAL TAX I.D. NUMBER: 83-0994396
EXECUTIVE DIRECTOR/DIRECTOR: David McGrath
PROGRAM COORDINATOR: Amy Blake EMAIL: amy@sunsettaxi.com
FISCAL CONTACT: Amy Blake EMAIL: amy@sunsettaxi.com

TERMS AND CONDITIONS

It is understood and agreed upon by the undersigned authorized individual that: Funds granted as a result of this request are to be expended for the purposes set forth and in accordance with all applicable laws, regulations, policies and procedures of this State, County, and the Ashtabula County Job & Family Services (ACJFS). Any proposed changes in the proposal as approved will be submitted in writing by the applicant and upon notification of approval by the ACJFS shall be deemed incorporated into and become a part of this agreement. This request for proposal is being issued on the basis of the presumed availability of funds. ACJFS will not be liable should funds be eliminated or reduced. Completion of a proposal does not imply that ACJFS will fund a proposal. Proposals are subject to review by representatives of ACJFS. At its sole discretion, ACJFS may negotiate the unit price, or any other factors, prior to determining to enter or not to enter an agreement based on a proposal.

NAME, TITLE AND SIGNATURE OF AUTHORIZED INDIVIDUAL:

NAME: David McGrath SIGNATURE: 
(Note: original signature must be in blue ink)
TITLE: President DATE: 6/24/22

Sunset Transportation

Section 3

Program Planning and Development

Sunset Transportation & Rentals LLC.
Employment Related & Health Related Transportation
RFP #4-22

Section 3
Program Planning and Development

A. Program Description

Sunset Transportation and Rentals LLC (Sunset Transportation) has been committed to providing private transportation, tours, and shuttle services to residents of Ashtabula County and surrounding areas since 2013. It is a top priority that Sunset Transportation's program planning and development meets all the requirements requested by Ashtabula County Job & Family Services' (ACJFS) commitment to providing health and employment related transportation services. Sunset Transportation operates the business in compliance with all applicable federal, state and local laws, and complies with: non-discrimination laws, federal wage and hour laws, and workers' compensation laws in the recruitment and employment of all individuals and in the provisions of services. Sunset Transportation complies with all federal, state and local laws, rules, and executive orders and other legal requirements as they apply to transportation.

Sunset Transportation is committed to providing transportation to those who are pre-approved by ACJFS with safe, timely and well-mannered service. It is our priority to make sure all customers are treated with respect and equality. Sunset Transportation does not discriminate on the basis of race, color, religion, gender, age, national origin, disability, marital status, sexual orientation or military status, in any of its operations. Sunset Transportation complies with the Equal Employment Opportunity Affirmative Action plan, as well as the Drug Free Workplace Act. Sunset Transportation takes responsibility to be aware of and maintain all required license and certifications necessary to provide service to pre-approved customers of ACJFS eligible programs. All utilized vehicles have insurance in compliance with Ohio's financial liability law requirement. A copy of the certificate of insurance and vehicle registration is maintained in each vehicle. All vehicle operators and owners maintain proof of financial responsibility as required in section 4509.101 of the Ohio Revised Code for motor vehicles.

All drivers that are employed and/or contracted with Sunset Transportation have a valid Ohio motor vehicle operator's license, and a license appropriate to each vehicle when necessary. Drivers have at least two years of driving experience and an annual OBMV check is performed on each driver. Criminal background checks on all drivers are performed in accordance with section 109.572 of the Ohio Revised Code, as well as initial, post incident/accident and random drug screens. Drivers take responsibility to physically inspect all vehicles before and after each trip and they are trained on how to do so upon hire. Upon hire, drivers are trained on basic maneuverability, passenger assistance, how to report and document incidents or complaints, and how to document and submit daily trip reports. As part of initial training, all drivers are CPR & First Aid certified and have successfully completed the Passenger Assistance Course. Sunset Transportation ensures all drivers are trained and knowledgeable in hands-on transfer techniques

prior to transporting participants which will include but not be limited to: observation for signs of difficulty, proper way to offer assistance to participant, proper assistance techniques. Each operator is trained and skill tested in the proper use of the wheelchair lift and securing mechanisms prior to transporting and wheelchair-bound participant. Drivers are trained on how to conduct a wheelchair lift inspection and this is required, and documented, on a daily basis. All drivers wear a name badge with photo ID for security. Other applicable trainings are provided to employees as necessary.

Sunset Transportation is proposing to provide up to 250,000 miles of transportation service, at a rate of \$3.58 per mile, to eligible participants through ACJFS health and employment related transportation programs. Upon award, Sunset Transportation will continue to employ a NEMT Program Manager to help support the program. The Program Manager will continue to organize, monitor, report, and carry out the transportation program designed especially for participants of ACJFS eligible programs. We will also continue to employ a Driver Manager to train and oversee all hired drivers. Sunset Transportation will also employ a Program Assistant to assist with the dispatch of calls and to directly assist the Managers. We continue to hire and employ responsible and dedicated drivers. Most of our drivers have been with us since we initially started working with ACJFS. With this amount of dedication to the proposed program, Sunset Transportation can be fully committed to providing the best service to all ACJFS participants.

B. Summary of Service

1. **Days & Hours of Service:** Sunset Transportation will take reservations for rides Monday thru Friday 8am-5pm. Ride times are flexible and will be provided 7 days a week 24 hours a day by reservation. Our ride line answering system will be available 7 days a week 24 hours a day. Sunset Transportation's excellent customer-oriented staff will answer the phones for reservations and schedule drivers at appropriate times.
2. **Provider Experience:** Sunset Transportation has been providing a variety of transportation services for over nine years. We are family owned and operated and have several five-star reviews from our committed local relationships and fantastic customer base. Sunset Transportation has several contracts within Ashtabula County for community/vendor events and we have become the highest rated company in the community. Sunset Transportation is also finishing up a third year of providing NEMT services to ACJFS eligible participants. Based on ACJFS employee feedback, as well as participant feedback, we have provided safe and excellent services through our contract with ACJFS. ACJFS participants have provided very positive feedback to our Program and Driver Managers in regards to the service we provided them.
3. **Specifications:**
 - a. A single trip charge will be calculated based on at a flat rate per mile of \$3.58. Trips will be calculated from base, to client location, to the destination drop off location, and then back to base.
 - b. Round trip charges will be calculated based on at a flat rate per mile of \$3.58. A round trip ride is calculated from base, to client location, then to

destination, then returns the passenger to their home, and back to base. A wait time of \$.50 a minute will be charged (first 5 minutes are free, and the wait time will not exceed 480 minutes). If a ride is shared, the wait time will start when the last person in the trip is dropped off and will end when the last passenger is picked up to return to Geneva. This charge is per trip not per passenger.

- c. Multiple passenger trips will be provided if/when appointment times and similar destinations are being requested on the same day. Miles calculated for a shared trip will be split between all passengers. We will divide the total trip charge by the total number of passengers and charge the same amount of miles for each passenger, at the agreed upon rate.
- d. Sunset Transportation has (5) 12 passenger vehicles, 2 of which have a wheelchair lift, (5) 6 passenger vehicles, and (2) 10 passenger vehicles, all of which have a wheelchair lift.
- e. We will plan our reservations and routes accordingly so that all passengers arrive at their destination on time, and without unreasonable time added to their trip. Upon taking the reservation, our transportation team will identify opportunities to ride share based on vehicle capacity, destination and appointment times. It will always be expressed to the passenger that they could be a part of a ride share and we will plan their trip to include a time "buffer" for this.
- f. All trips are monitored throughout the day and will be scheduled so passengers do not wait more than fifteen minutes from the stated pick-up or delivery time.
- g. Drivers are required to notify Sunset Transportation immediately of known pick up delays that will exceed beyond 15 minutes of the scheduled pick up time. While Sunset Transportation expects drivers to be on time, there may be an unforeseen circumstance that occurs beyond the control of the driver. When the delay of a scheduled pick up time is reported to Sunset Transportation, all attempts will be made to notify the passenger. Routine Reservations require a 2 business day notice but last minute requests will be honored if the schedule allows it. If a change in schedule is needed, the passenger must call as soon as possible so the transportation team can make scheduling arrangements. If changes cannot be made, the passenger will be notified and referred back to the appropriate party (ACJFS). Sunset Transportation requires a 2-hour notice to cancel an existing reservation. If a 2-hour notice cannot be provided, we ask the passenger to please cancel as soon as possible. If a driver arrives for a scheduled pickup, and the member did not cancel the reservation in advance, a no show complaint against the member may be documented.
- h. As our transportation schedules are constantly monitored throughout the day with communication to all drivers, we assure that 90% of shared ride trips will

take no more than 30 minutes more than the time required to accomplish the trip as a non-shared ride.

- i. All incidents, accidents or complaints will be reported to ACJFS within 24 hours of the occurrence. Any accident involving passenger injury will be reported immediately.

C. Geographic Service Area

Sunset Transportation will provide transportation both within and outside of Ashtabula County. When taking reservations for trip outside of the county, our transportation team will assure that the schedule allows for the trip time, as well as any wait time that is necessary.

D. Organizational Structure:

Sunset Transportation & Rentals LLC was originally started in 2013 as Sunset Taxi LLC. The LLC was changed in 2018 as the company began partnering with several community vendors and events to provide public shuttle transportation services. The main sources of financial support it through these community contracts. ***Organizational chart attached.**

E. Applicant/Staff Qualifications:

President: David McGrath is the President/Owner of Sunset Transportation and is currently responsible for public relations & hiring employees. David has a Public Relations Degree and has 16+ years of public safety and transportation experience. He has also owned and operated several successful local businesses.

NEMT Program Manager: Our NEMT Program Manager for Sunset Transportation and is currently responsible for assisting the president with any administrative tasks associated with the company, as well as scheduling passengers for services, data collection, invoicing & reporting, accounts payable, and managing staff. Our NEMT Program Manager has 6+ years of administrative experience and 9+ years of experience in non-profit program coordination and management. During the past two and a half years our NEMT Program Manager has successfully run our entire NEMT program to meet all the requirements requested by Ashtabula County Job & Family Services' (ACJFS) commitment to providing health and employment related transportation services. Upon award, the NEMT Program Manager will continue to be responsible for all transportation program management including but not limited to: invoicing, accounts payable, data collection and reporting, HR related tasks, budget recording and evaluation, client record keeping, and passenger communication. Based on future trip volume, Sunset Transportation will hire a part time Program Assistant to communicate with passengers/drivers and to assist our Program Manager & Driver Manager with program related tasks.

NEMT Driver Manager: Sunset Transportation employs a full time Transportation Manager. Our Transportation Manager has several years of experience working for Sunset Transportation and is responsible for the daily oversight of our drivers, driver scheduling, as well as vehicle maintenance and records.

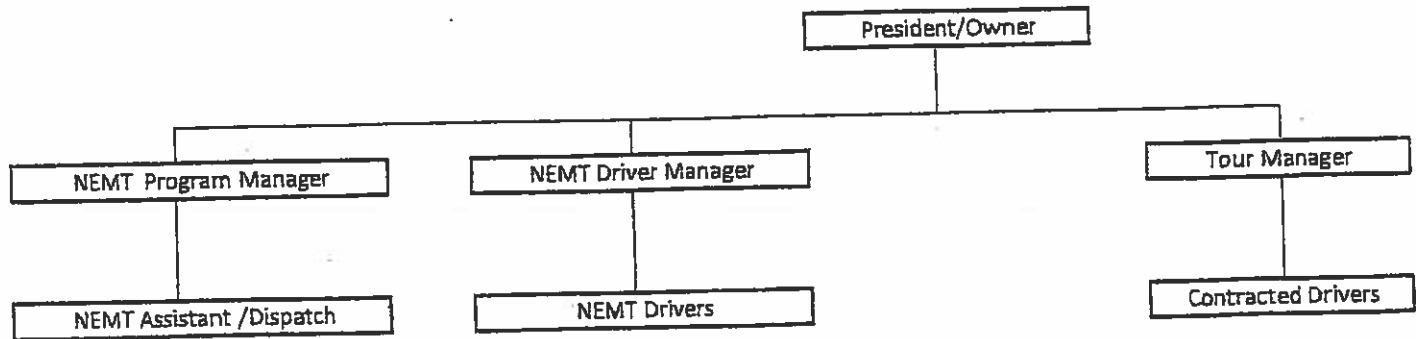
Drivers: Drivers are responsible for trip recording, daily vehicle inspections, as well as providing safe and reliable transportation to all passengers. Drivers are over the age of 24 and have at least 2 years of transportation experience. Sunset Transportation employs several full-time drivers to help carry out the transportation contract with ACJFS. More part time contracted drivers will be hired if the need arises or when we add to our fleet of vehicles.

***Job descriptions attached.**

Sunset Transportation Organizational Chart:

Attached is Sunset Transportation's organizational chart.

D. Organizational Struture



Sunset Transportation Position Descriptions:

Attached are the following position descriptions:

- President/Owner
- Program Manager
- Driver Manager
- Driver
- Program Assistant/Dispatcher

SUNSET TRANSPORTATION AND RENTALS LLC
JOB DESCRIPTION

POSITION TITLE: President

GENERAL STATEMENT OF DUTIES: Oversees daily operations for Sunset Transportation and Rentals LLC.

ESSENTIAL RESPONSIBILITIES:

1. Monitors all transportation operations
2. Interviews and hires new employees
3. Supervise and Evaluate employees
4. Maintain fiscal responsibilities
5. Establish and maintains relationships with contracted partners
6. Identifies issues and coordinates service for transportation program
7. Performs requirements for licensures and inspections
8. Maintains and monitors company budget
9. Promotes the company's mission and needs and recognizes member contributions to both internal and external audiences
10. Participates in local training opportunities
11. Assist with maintaining a safe work environment
12. Intermittent travel throughout local county and state as needed
13. Daily coordination with Program Manager & Driver Manger to ensure company effectiveness and program accuracy; helps to identify and address any company needs

**SUNSET TRANSPORTATION AND RENTALS LLC
JOB DESCRIPTION**

POSITION TITLE: Driver Manager

REPORTS TO: President

GENERAL STATEMENT OF DUTIES: Works closely with President and Program Manager to ensure safety and the highest quality of transportation services.

ESSENTIAL RESPONSIBILITIES:

1. Trains and oversees drivers
2. Coordinates with Program Manager & President to assure accurate scheduling
3. Addresses any concerns with vehicles immediately
4. Reports incidents to Program Manager immediately
5. Keeps daily transportation log and reviews/submits to Program Manager daily
6. Reviews all vehicle inspection logs
7. Organizes & monitors vehicle maintenance program
8. Safely transports passengers in a timely manner
9. Conducts daily vehicle inspections
10. Promotes the company's mission and needs and recognizes member contributions to both internal and external audiences.
11. Participates in local training opportunities.
12. Assist with maintaining a safe work environment.
13. Intermittent travel throughout local county and state as needed
14. Other duties as assigned.

QUALIFICATIONS:

1. Ability to interact with others
2. Ability to manage employees
3. Ability to follow instructions and work independently.
4. Ability to read and understand procedures, manuals, correspondence and general text.
5. Ability to maintain discretion with confidential data.
6. Valid Ohio Driver's License and less than 5 points on driving record.
7. Must be able to meet requirements for criminal back ground check (Ohio Bureau of Criminal Identification & Investigation and FBI).
8. Must be able to pass random drug screenings.
9. Must be able to obtain CPR & First Aid Certificate upon hire
10. Must be able to pass the Passenger Assistance Course upon hire

MINIMUM EDUCATIONAL/LICENSURE REQUIREMENTS: Management experience preferred. Must have at least two years of experience in transportation services.

MINIMUM EXPERIENCE REQUIREMENTS: Customer service experience. Must be knowledgeable with general geography of Ashtabula County.

PHYSICAL REQUIREMENTS: Ability to operate a vehicle within and outside of assigned county.

**SUNSET TRANSPORTATION AND RENTALS LLC
JOB DESCRIPTION**

POSITION TITLE: Driver

REPORTS TO: Driver Manager

GENERAL STATEMENT OF DUTIES: Works closely with Driver Manager to provide vehicle safety and reliable transportation.

ESSENTIAL RESPONSIBILITIES:

1. Conducts daily vehicle inspections
2. Addresses any concerns with vehicles immediately
3. Reports incidents to Driver Manager immediately
4. Keeps daily transportation logs and reviews/submits to Program Manager daily
5. Provides transportation for passengers and assist them as needed
6. Maintain vehicle and shop cleanliness
7. Participates in local training opportunities.
8. Intermittent travel throughout local county and state as needed
9. Other duties as assigned.

QUALIFICATIONS:

1. Ability to interact with others
2. Ability to manage employees
3. Ability to follow instructions and work independently.
4. Ability to read and understand procedures, manuals, correspondence and general text.
5. Ability to maintain discretion with confidential data.
6. Valid Ohio Driver's License and less than 5 points on driving record.
7. Must be able to meet requirements for criminal back ground check (Ohio Bureau of Criminal Identification & Investigation and FBI).
8. Must be able to pass random drug screenings.
9. Must be able to obtain CPR & First Aid Certificate upon hire
10. Must be able to pass the Passenger Assistance Course upon hire

MINIMUM EDUCATIONAL/LICENSURE REQUIREMENTS: Must have at least two years of experience in transportation services.

MINIMUM EXPERIENCE REQUIREMENTS: Customer service experience. Must be knowledgeable with general geography of Ashtabula County.

PHYSICAL REQUIREMENTS: Ability to operate a vehicle within and outside of assigned county.

SUNSET TRANSPORTATION AND RENTALS LLC
JOB DESCRIPTION

POSITION TITLE: NET Program Manager

GENERAL STATEMENT OF DUTIES:

Works closely with President to oversee program operation, budget and data tracking associated directly with ACDJFS funded transportation programs and other contracts. Works closely with Driver Manager to monitor daily dispatch and drivers.

ESSENTIAL RESPONSIBILITIES:

1. Oversees admin portion of NET transportation programs
2. Reviews & monitors transportation schedule and communicates with Driver Manager as needed.
3. Communicates with passengers when necessary in regards to trip information or to address any issues/complaints
4. Coordinate with other local transportation providers to ensure shared geography
5. Daily communication with local social service providers for transportation referrals and other necessary program communications.
6. Records and monitors transportation data daily
7. Coordinates with contracted partners to assure effectiveness of program
8. Maintains local program slips and provides documentation to funding providers monthly
9. Works with President to monitor budget/ funds for program transportation implementation;
10. Maintains paperwork for funding sources as needed; Enters data and extracts reports for local grant reports
11. Promotes the company's mission and needs and recognizes member contributions to both internal and external audiences.
12. Organizes pre-employment screening for new hires and other HR related tasks
13. Prepares documentation and reports for licensures and audits as needed

QUALIFICATIONS:

1. Ability to interact with others
2. Ability to perform basic arithmetic, including percentages and averages with a calculator
3. Ability to follow instructions and work independently
4. Ability to read and understand procedures, manuals, correspondence and general text
5. Ability to maintain discretion with confidential data
6. Valid Ohio Driver's License, reliable transportation
7. Must be able to meet requirements for criminal background check (Ohio Bureau of Criminal Identification & Investigation and FBI)
8. Ability to learn scheduling software program

MINIMUM EDUCATIONAL/LICENSURE REQUIREMENTS: Bachelor's degree preferred. Two years' experience in office and/program management.

MINIMUM EXPERIENCE REQUIREMENTS: Customer service experience. Proficient with Microsoft Office programs, especially Word and Excel. Must be knowledgeable with local social services agencies in Ashtabula County.

PHYSICAL REQUIREMENTS: Ability to travel within and outside of assigned county.

SUNSET TRANSPORTATION AND RENTALS LLC
JOB DESCRIPTION

POSITION TITLE: NET Program Assistant
(vacant—position currently being split between Driver Manager & Program Manager)

GENERAL STATEMENT OF DUTIES: Works closely with Program Manager, Drivers, Driver Manager, and President to assure program efficiency.

ESSENTIAL RESPONSIBILITIES:

1. Takes incoming calls for transportation dispatching and forwards calls to Driver Manager or Program Manager when applicable
2. Monitors daily dispatching via our scheduling software and makes changes when needed within a timely manner
3. Assists Driver Manager with daily schedules
4. Communicates with drivers as needed
5. Communicates with passengers when necessary in regards to trip information or to address any issues/complaints
6. Assist Program Manager and President as needed
7. Organizes paperwork including but not limited to: receipts, driver files, transportation logs, daily inspection forms, and other documentation as needed (this can be on a weekly basis)
8. Participates in local training opportunities
9. Intermittent travel throughout local county as needed
10. Other duties as assigned

QUALIFICATIONS:

1. Ability to interact with others
2. Ability to navigate email
3. Ability to learn scheduling software program
4. Ability to perform basic arithmetic, including percentages and averages with a calculator
5. Ability to follow instructions and work independently
6. Ability to read and understand procedures, manuals, correspondence and general text
7. Ability to maintain discretion with confidential data
8. Valid Ohio Driver's License, reliable transportation
9. Must be able to meet requirements for criminal back ground check (Ohio Bureau of Criminal Identification & Investigation and FBI)

MINIMUM EDUCATIONAL/LICENSURE REQUIREMENTS: Two years' experience in office/admin setting.

MINIMUM EXPERIENCE REQUIREMENTS: Customer service experience. Proficient with Microsoft Office programs.

PHYSICAL REQUIREMENTS: Ability to work from home and travel within and outside of assigned county.

Exhibit II

(Fee Schedule)

Sunset Transportation
Rate / Fee Schedule and Definitions:

Rate Type:	Rate Amount:	Definition Specifications:
Unit Cost Per Mile	\$ 3.58	Unit Rate of \$3.58 per mile for each trip with mileage beginning at the Base Lot at: 4690 Lake Rd E, Geneva, Ohio; and, with mileage ending when the vehicle returns to the Base Lot.
Round Trip	\$ 3.58	A round trip begins at Base Lot, picks up passenger, takes the passenger to their destination, returns the passenger to their home, and returns to the Base Lot.
Wait Time	\$ 0.45	Wait time will be calculated as follows: The first 5 minutes are free, and each minute thereafter will be \$0.45 a minute, not to exceed 480 minutes (8 hours) per trip. If a ride is shared, the wait time will start when the last person in the trip is dropped off and will end when the last passenger is picked up to return to Geneva. This charge is per trip not per passenger.
Shared Rides	NA	A Shared Ride will be divided equally among the passengers. $\text{Total Mileage} \div \text{Number of Passengers} = \text{Cost per Passenger per Trip.}$



Office of Auditor of State
88 East Broad Street
Post Office Box 1140
Columbus, OH 43216-1140

Auditor of State - Unresolved Findings for Recovery Certified Search

(614) 466-4514
(800) 282-0370

I have searched The Auditor of State's unresolved findings for recovery database using the following criteria:

Contractor's Information:

Name: ,
Organization: **Sunset Transportation and Rentals, LLC**
Date: **9/1/2022 9:57:07 AM**

This search produced the following list of **0** possible matches:

Name/Organization	Address

The above list represents possible matches for the search criteria you entered. Please note that pursuant to ORC 9.24, only the person (which includes an organization) actually named in the finding for recovery is prohibited from being awarded a contract.

If the person you are searching for appears on this list, it means that the person has one or more findings for recovery and is prohibited from being awarded a contract described in ORC 9.24, unless one of the exceptions in that section apply.

If the person you are searching for does not appear on this list, an initialed copy of this page can serve as documentation of your compliance with ORC 9.24(E).

Please note that pursuant to ORC 9.24, it is the responsibility of the public office to verify that a person to whom it plans to award a contract does not appear in the Auditor of State's database. The Auditor of State's office is not responsible for inaccurate search results caused by user error or other circumstances beyond the Auditor of State's control.

Signature Page

Re: An agreement between Ashtabula County Job & Family Services and **Sunset Transportation & Rentals, LLC.** for a **Health Related Transportation Contract for FY 2023.**

Approved as to Legal Form Only:

By: Colleen M. O'Toole
Colleen M. O'Toole
Ashtabula County Prosecutor

Date: 9/2/22
MJH 9.1.2022

FISCAL OFFICER'S CERTIFICATE

5705.41 O.R.C.

The undersigned, County Auditor of Ashtabula County, hereby certifies that the amount required to meet the obligations of the County during the year 2022 under the Agreement has been lawfully appropriated for that purpose and is in the Treasury of the County or in the process of collection to the credit of: **2006.030.100-601 Contract Services**; not to exceed **\$150,000.00**, and free from any previous encumbrances.

Agreement Title: A **Health Related Transportation Contract** between **Ashtabula County Job & Family Services** and **Sunset Transportation & Rentals, LLC**.

David Thomas
Ashtabula County Auditor

Date: _____