RESOLUTION APPROVING PURCHASE OF TRANSPORTATION SERVICE CONTRACTS WITH THE ASHTABULA COUNTY TRANSPORTATION SYSTEM (24-3001-ERT & 24-3002-HRT); BLACK EAGLE TRANSIT CO. (24-3003-ERT & 24-3004-HRT); COUNTRY NEIGHBOR PROGRAM, INC. (24-3005-ERT & 24-3006-HRT); RICHMOND TRANSPORTATION (24-3007-ERT & 24-3008-HRT) SUNSET TRANSPORTATION & RENTALS, LLC, (24-3009-ERT & 24-3010-HRT) AND ELITE EXECUTIVE TRANSPORTATION (24-3011-ERT & 24-3012-HRT) FOR EMPLOYMENT AND HEALTH RELATED TRANSPORTATION, ACDJFS

WHEREAS, on September 19, 2023 by Resolution No. 2023-463, 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, 2023 and ending September 30, 2024

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.: 24-3001-ERT**
- **Cost: Not to Exceed,** $20,000.00

- **Contract No.: 24-3002-HRT**
- **Cost: Not to Exceed,** $500,000.00

BLACK EAGLE TRANSIT CO.:
Provider: Black Eagle Transit Co., 1853 W. Prospect Rd., Ashtabula, OH 44004

- **Contract No.: 24-3003-ERT**
- **Cost: Not to Exceed,** $20,000.00

- **Contract No.: 24-3004-HRT**
- **Cost: Not to Exceed,** $700,000.00

COUNTRY NEIGHBOR PROGRAM, INC.
Provider: Country Neighbor Program, Inc., PO Box 212, Orwell, OH 44076

- **Contract No.: 24-3005-ERT**
- **Cost: Not to Exceed,** $5,225.00

- **Contract No.: 24-3006-HRT**
- **Cost: Not to Exceed,** $365,235.00

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

- **Contract No.: 24-3007-ERT**
- **Cost: Not to Exceed,** $20,000.00

- **Contract No.: 24-3008-HRT**
- **Cost: Not to Exceed,** $700,000.00

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

- **Contract No.: 24-3009-ERT**
- **Cost: Not to Exceed,** $20,000.00

- **Contract No.: 24-3010-HRT**
- **Cost: Not to Exceed,** $700,000.00

Elite Executive Transportation
Provider: Elite Executive Transportation, 2334 Lake Avenue, Ashtabula OH 44004

- **Contract No.: 24-3011-ERT**
- **Cost: Not to Exceed,** $10,000.00

- **Contract No.: 24-3012-HRT**
- **Cost: Not to Exceed,** $50,000.00

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. 2023-480 **September 26, 2023**

RESOLUTION APPROVING PURCHASE OF TRANSPORTATION SERVICE CONTRACTS WITH THE ASHTABULA COUNTY TRANSPORTATION SYSTEM (24-3001-ERT & 24-3002-HRT); BLACK EAGLE TRANSIT CO. (24-3003-ERT & 24-3004-HRT); COUNTRY NEIGHBOR PROGRAM, INC. (24-3005-ERT & 24-3006-HRT); RICHMOND TRANSPORTATION (24-3007-ERT & 24-3008-HRT) SUNSET TRANSPORTATION & RENTALS, LLC, (24-3009-ERT & 24-3010-HRT) AND ELITE EXECUTIVE TRANSPORTATION (24-3011-ERT & 24-3012-HRT) FOR EMPLOYMENT AND HEALTH RELATED TRANSPORTATION, ACDJFS

Upon the motion of Kathryn L. Whittington, seconded by J.P. Ducro IV.

VOTE:

Casey R. Kozlowski	**Aye**
Kathryn L. Whittington	**Aye**
J.P. Ducro IV	**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.

Lisa Hawkins

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

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PURCHASE OF TRANSPORTATION SERVICE CONTRACT FOR HUMAN SERVICE PROGRAMS

Contract # 24-3009-ERT

This contract made and entered into on the 1st day of October 2023 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, 2023,** through **September 30, 2024** 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:
   $ 20,000.00

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

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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.

The funding for this Subgrant Agreement utilizes Federal funds awarded to County which are so identified as follows:

Federal Award Project Description: FFY 2024 Transportation

Name of Federal Awarding Agency: Department of Health and Human Services

Catalog of Federal Domestic Assistance (CFDA): OWF, PRC CCMEP 93.558; SNAP ET/ABAWD, SNAP ET, LEAP 10.561

Federal Award Identification Number (FAIN): Not available at this time

Federal Award Date of Award to the Recipient by the Federal Agency: October 1, 2023

Is the Award Research and Development: No

Indirect Cost Rate for the Federal Award (if applicable) (including if the de minimis rate is charged per 2 CFR 200.414 and 45 CFR 775.414): Not applicable as indirect costs are not charged to this agreement

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

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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,

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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

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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

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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

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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.

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

SIGNATURES:

DocuSigned by:
FB74060D0EAC4B8...

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

09/08/23
Date

DocuSigned by:
2C8F8A8517744C4...

Sunset Transportation & Rentals, LLC

9/12/2023
Date

DocuSigned by:
Casey Kozlowski
3E6154CBF4DA44C...

DocuSigned by:
J.P. Ducro
8CC3D2025A6D44F...

9/20/2023
Date

DocuSigned by:
Kathryn Whittington
72C9CAC40E3D4A8...

Ashtabula County Board of Commissioners

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Exhibit I

(Program Description)

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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 13, 2023

RFP Number:

ACJFS RFP #4-23

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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 10-1-21 to 9-30-22, 31,041 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.

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II. RFP Schedule and Submission Information:

RFP Schedule of Important Dates:

RFP Release	Date: 6-13-23
Question Period Begins	Date: 6-13-23
Pre-Proposal Conference	Date: 6-26-23 @ 10:00 a.m.
Question Period Ends	Date: 6-26-23 @ 4:00 p.m.
Proposals Due to Ashtabula County Board of Commissioners	Date: 7-14-23 @ 2:30 p.m.
Agreement Effective Date	Date: 10-1-23

Pre-Proposal Conference:

A pre-proposal conference will be held on June **26, 2023**, 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 6-26-23 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 7-14-23 and clearly marked with the applicant's name, address and RFP number:

ACJFS RFP #4-23

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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.

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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.

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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.

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(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 60 minutes 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.

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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. ACJFS may reject any and all proposals of providers/vendors that have a finding for recovery issue and/or issue that has not been resolved on the State Finding for Recoveries site, in accordance with 5101:9-4-07 (B) (9) of the OAC.

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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 **10-1-23 through 9-30-24**.

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.

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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.
9. Copeland "Anti-Kickback" Act
10. Davis-Bacon Act
11. Contract Work Hours and Safety Standards Act, sections 3702 and 3704
12. "Rights to Inventions" clause 37 CFR part 401
13. Federal Water Pollution Control Act
14. Solid Waste Disposal Act
15. Sanctions and penalties implemented due to administrative, contractual, or legal violations or breach of contract terms.

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)).

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ATTACHMENT A
TRANSPORTATION PROGRAMS
APPLICANT INFORMATION

AGENCY/ORGANIZATION NAME: Sunset Transportation + Rentals LLC

ADDRESS: 4519 E 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@sunsettaxis.com

FISCAL CONTACT: Amy Blake EMAIL: amy@sunsettaxis.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: David D McGrath

(Note: original signature must be in blue ink)

TITLE: President DATE: 06/29/2023

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Section 3
Program Planning and Development

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Sunset Transportation & Rentals LLC.
Employment Related & Health Related Transportation
RFP #4-23

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

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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 <u>will be provided 7 days a week 24 hours a day</u> 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 ten 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 fourth 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. **<u>Specifications:</u>**
    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

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destination, then returns the passenger to their home, and back to base. A wait time of $.45 a minute will be charged (first 5 minutes are free to allow the passenger time to exit the vehicle/enter their destination, 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 (6) 14 passenger vehicles, (2) 12 passenger vehicles, (3) 10 passenger vehicles, (2) 9 passenger vehicles, (6) 6 passenger vehicles, and (1) 3 passenger vehicles. (4) of our vehicles have a wheelchair lift, including one low profile minivan, (1) larger bus, and (2) shuttle buses

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. Sunset considers after appointment wait time within 30 minutes to be reasonable, but past 60 minutes to be unreasonable. Prolonged wait time affects our customer service if passengers are unhappy--due to being left to wait at their destination for a significant time past the completion of their appointment because of a ride share situation. 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. We have plenty of vehicles and drivers needed to get each customer to their appointment, and back home, within a reasonable time.

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. If trips are a part of a ride share, they may be required to wait more than 15 minutes from their stated appointment return time per the ACJFS ride share policy.

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 in 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

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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. 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 60 minutes more than the time required to accomplish the same trip, at the same time of day, under the same traffic and weather conditions, 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 17+ years of public safety and transportation experience. He has also owned and operated several successful local businesses.

NEMT Program & Billing 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 7+ years of administrative experience and 10+ years of experience in non-profit program coordination and management. During the past four years our NEMT Program Manager has successfully run our entire NEMT program to meet all the requirements requested by Ashtabula County Job & Family Services'

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(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 21 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.**

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Sunset Transportation Organizational Chart

Attached is Sunset Transportation's organizational chart.

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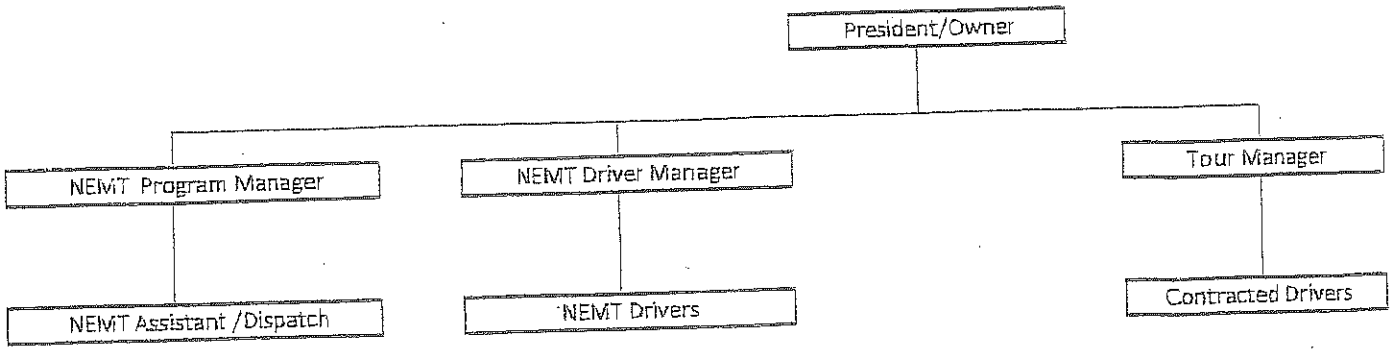
D. Organizational Structure



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Sunset Transportation Position Descriptions:

Attached are the following position descriptions:

-President/Owner
-Program Manager
-Driver Manager
-Driver
-Program Assistant/Dispatcher

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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

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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.

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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.

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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.

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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.

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Exhibit II
(Fee Schedule)

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Sunset Transportation
Rate / Fee Schedule and Definitions:

Rate Type:	Rate Amount:	Definition Specifications:
Unit Cost Per Mile	$ 3.45	Unit Rate of $3.45 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	$ 3.45	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. Total Mileage ÷ Number of Passengers = Cost per Passenger per Trip.

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Keith Faber
Ohio Auditor

Certified Search for Unresolved Findings for Recovery

OHIO AUDITOR OF STATE
KEITH FABER

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

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

Auditor of State - Unresolved Findings for Recovery Certified Search

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: **9/8/2023 10:47:14 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.

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Signature Page

Agreement Title: JFS Contracts 2023

#24-1001-TANF	#24-2001-XX	#24-3001-ERT	#24-3010-HRT
#24-1003-TANF	#24-2002-XX	#24-3002-HRT	#24-3011-ERT
#24-1004-TANF	#24-2003-XX	#24-3003-ERT	#24-3012-HRT
#24-1005-TANF	#24-2004-XX	#24-3004-HRT	
#24-1006-TANF	#24-2005-XX	#24-3005-ERT	
#24-1007-TANF	#24-2006-XX	#24-3006-HRT	
#24-1008-TANF	#24-2007-XX	#24-3007-ERT	
#24-1009-TANF		#24-3008-HRT	
#23-5001-TANF-Amendment #1		#24-3009-ERT	

Approved as to Legal Form Only:

Colleen Mary O'Toole

By: _____

Colleen M. O'Toole
Ashtabula County Prosecutor

Date: 9/6/23

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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 2023 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 **$5,000.00**, and free from any previous encumbrances.

Agreement Title: An **Employment Related Transportation Contract** between **Ashtabula County Job & Family Services** and **Sunset Transportation & Rentals, LLC**.

DocuSigned by:

181F4CE35A6C459...

David Thomas
Ashtabula County Auditor

Date: 9/13/2023

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PURCHASE OF TRANSPORTATION SERVICE CONTRACT FOR HUMAN SERVICE PROGRAMS

Contract # 24-3010-HRT

This contract made and entered into on the 1st day of October 2023 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, 2023,** through **September 30, 2024** 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:
   $ 700,000.00

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

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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.

The funding for this Subgrant Agreement utilizes Federal funds awarded to County which are so identified as follows:

Federal Award Project Description: FFY 2024 Transportation

Name of Federal Awarding Agency: Department of Health and Human Services

Catalog of Federal Domestic Assistance (CFDA): OWF, PRC CCMEP 93.558; SNAP ET/ABAWD, SNAP ET, LEAP 10.561

Federal Award Identification Number (FAIN): Not available at this time

Federal Award Date of Award to the Recipient by the Federal Agency: October 1, 2023

Is the Award Research and Development: No

Indirect Cost Rate for the Federal Award (if applicable) (including if the de minimis rate is charged per 2 CFR 200.414 and 45 CFR 775.414): Not applicable as indirect costs are not charged to this agreement

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

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- 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.

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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

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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

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reports relative to the effective operation of the program as specified in Exhibit 1. 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.

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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.

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

SIGNATURES:

DocuSigned by:
FB74060D0EAC4B8...

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

09/08/23
Date

DocuSigned by:
2C8F8A8517744C4...

Sunset Transportation

9/12/2023
Date

DocuSigned by:
Casey Kozlowski
3E6154CBF4DA44C...

DocuSigned by:
J.P. Ducro
8CC3D2025A6D44F...

9/20/2023
Date

DocuSigned by:
Kathryn Whittington
72C9CAC40E3D4A8...

Ashtabula County Board of Commissioners

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Exhibit I
(Program Description)

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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 13, 2023

RFP Number:

ACJFS RFP #4-23

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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 10-1-21 to 9-30-22, 31,041 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.

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II. RFP Schedule and Submission Information:

RFP Schedule of Important Dates:

RFP Release	Date: 6-13-23
Question Period Begins	Date: 6-13-23
Pre-Proposal Conference	Date: 6-26-23 @ 10:00 a.m.
Question Period Ends	Date: 6-26-23 @ 4:00 p.m.
Proposals Due to Ashtabula County Board of Commissioners	Date: 7-14-23 @ 2:30 p.m.
Agreement Effective Date	Date: 10-1-23

Pre-Proposal Conference:

A pre-proposal conference will be held on June **26, 2023,** 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 6-26-23 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 7-14-23 and clearly marked with the applicant's name, address and RFP number:

ACJFS RFP #4-23

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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.

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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.

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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.

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(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 60 minutes 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.

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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. ACJFS may reject any and all proposals of providers/vendors that have a finding for recovery issue and/or issue that has not been resolved on the State Finding for Recoveries site, in accordance with 5101:9-4-07 (B) (9) of the OAC.

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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 **10-1-23 through 9-30-24**.

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.

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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.
9. Copeland "Anti-Kickback" Act
10. Davis-Bacon Act
11. Contract Work Hours and Safety Standards Act, sections 3702 and 3704
12. "Rights to Inventions" clause 37 CFR part 401
13. Federal Water Pollution Control Act
14. Solid Waste Disposal Act
15. Sanctions and penalties implemented due to administrative, contractual, or legal violations or breach of contract terms.

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)).

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ATTACHMENT A
TRANSPORTATION PROGRAMS
APPLICANT INFORMATION

AGENCY / ORGANIZATION NAME: Sunset Transportation + Rentals LLC

ADDRESS: 4519 E 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@sunsettaxis.com

FISCAL CONTACT: Amy Blake EMAIL: amy@sunsettaxis.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: David D McGrath

(Note: ~~original signature~~ must be in blue ink)

TITLE: President DATE: 06/29/2023

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Section 3
Program Planning and Development

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Sunset Transportation & Rentals LLC.
Employment Related & Health Related Transportation
RFP #4-23

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

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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 ten 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 fourth 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

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destination, then returns the passenger to their home, and back to base. A wait time of $.45 a minute will be charged (first 5 minutes are free to allow the passenger time to exit the vehicle/enter their destination, 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 (6) 14 passenger vehicles, (2) 12 passenger vehicles, (3) 10 passenger vehicles, (2) 9 passenger vehicles, (6) 6 passenger vehicles, and (1) 3 passenger vehicles. (4) of our vehicles have a wheelchair lift, including one low profile minivan, (1) larger bus, and (2) shuttle buses

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. Sunset considers after appointment wait time within 30 minutes to be reasonable, but past 60 minutes to be unreasonable. Prolonged wait time affects our customer service if passengers are unhappy--due to being left to wait at their destination for a significant time past the completion of their appointment because of a ride share situation. 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. We have plenty of vehicles and drivers needed to get each customer to their appointment, and back home, within a reasonable time.

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. If trips are a part of a ride share, they may be required to wait more than 15 minutes from their stated appointment return time per the ACJFS ride share policy.

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 in 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

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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. 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 60 minutes more than the time required to accomplish the same trip, at the same time of day, under the same traffic and weather conditions, 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 17+ years of public safety and transportation experience. He has also owned and operated several successful local businesses.

NEMT Program & Billing 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 7+ years of administrative experience and 10+ years of experience in non-profit program coordination and management. During the past four years our NEMT Program Manager has successfully run our entire NEMT program to meet all the requirements requested by Ashtabula County Job & Family Services'

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(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 21 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.**

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Sunset Transportation Organizational Chart:

Attached is Sunset Transportation's organizational chart.

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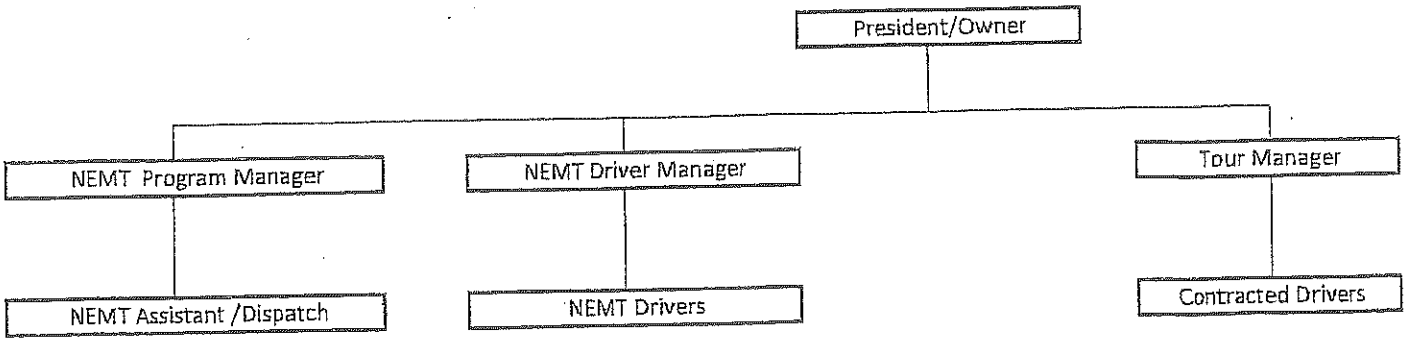
D. Organizational Struture



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Sunset Transportation Position Descriptions:

Attached are the following position descriptions:

-President/Owner
-Program Manager
-Driver Manager
-Driver
-Program Assistant/Dispatcher

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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

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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.

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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.

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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.

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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.

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Exhibit II
(Fee Schedule)

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Sunset Transportation
Rate / Fee Schedule and Definitions:

Rate Type:	Rate Amount:	Definition Specifications:
Unit Cost Per Mile	$ 3.45	Unit Rate of $3.45 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	$ 3.45	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. Total Mileage ÷ Number of Passengers = Cost per Passenger per Trip.

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Keith Faber
Ohio Auditor

Certified Search for Unresolved Findings for Recovery

OHIO AUDITOR OF STATE
KEITH FABER

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

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

Auditor of State - Unresolved Findings for Recovery Certified Search

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: **9/8/2023 10:47:14 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.

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Signature Page

Agreement Title: JFS Contracts 2023

#24-1001-TANF	#24-2001-XX	#24-3001-ERT	#24-3010-HRT
#24-1003-TANF	#24-2002-XX	#24-3002-HRT	#24-3011-ERT
#24-1004-TANF	#24-2003-XX	#24-3003-ERT	#24-3012-HRT
#24-1005-TANF	#24-2004-XX	#24-3004-HRT	
#24-1006-TANF	#24-2005-XX	#24-3005-ERT	
#24-1007-TANF	#24-2006-XX	#24-3006-HRT	
#24-1008-TANF	#24-2007-XX	#24-3007-ERT	
#24-1009-TANF		#24-3008-HRT	
#23-5001-TANF-Amendment #1		#24-3009-ERT	

Approved as to Legal Form Only:

By: Colleen Mary O'Toole

Colleen M. O'Toole
Ashtabula County Prosecutor

Date: 9/6/23

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Contract No.: 24-3010-HRT

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 2023 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 **$175,000.00**, and free from any previous encumbrances.

Agreement Title: A **Health Related Transportation Contract** between **Ashtabula County Job & Family Services** and **Sunset Transportation & Rentals, LLC**.

DocuSigned by:

181F4CE35A6C459...

David Thomas
Ashtabula County Auditor

Date: 9/13/2023

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PURCHASE OF TRANSPORTATION SERVICE CONTRACT FOR HUMAN SERVICE PROGRAMS

Contract # 24-3006-HRT

This contract made and entered into on the **1st** day of **October 2023** 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, 2023,** through **September 30, 2024,** 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:
   $ 365,235.00

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.

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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.

    The funding for this Subgrant Agreement utilizes Federal funds awarded to County which are so identified as follows:

    Federal Award Project Description: FFY 2024 Transportation

    Name of Federal Awarding Agency: Department of Health and Human Services

    Catalog of Federal Domestic Assistance (CFDA): OWF, PRC CCMEP 93.558; SNAP ET/ABAWD, SNAP ET, LEAP 10.561

    Federal Award Identification Number (FAIN): Not available at this time

    Federal Award Date of Award to the Recipient by the Federal Agency: October 1, 2023

    Is the Award Research and Development: No

    Indirect Cost Rate for the Federal Award (if applicable) (including if the de minimis rate is charged per 2 CFR 200.414 and 45 CFR 775.414): Not applicable as indirect costs are not charged to this agreement

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

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- 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

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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,

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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

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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

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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.

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

SIGNATURES:

DocuSigned by:
FB74060D0EAC4B8...
Patrick J. Arcaro, Executive Director
Ashtabula County Job & Family Services

09/08/23
Date

DocuSigned by:
Barbara Klingensmith
9AC9C4BA074947A...
Country Neighbor Program, Inc.

9/13/2023
Date

DocuSigned by:
Casey Kozlowski
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DocuSigned by:
8CC3D2025A6D44F...

9/20/2023
Date

DocuSigned by:
Kathryn Whittington
72C9CAC40E3D4A8...
Ashtabula County Board of Commissioners

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Exhibit I
(Program Description)

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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 13, 2023

RFP Number:

ACJFS RFP #4-23

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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 10-1-21 to 9-30-22, 31,041 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.

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II. RFP Schedule and Submission Information:

RFP Schedule of Important Dates:

RFP Release	Date: 6-13-23
Question Period Begins	Date: 6-13-23
Pre-Proposal Conference	Date: 6-26-23 @ 10:00 a.m.
Question Period Ends	Date: 6-26-23 @ 4:00 p.m.
Proposals Due to Ashtabula County Board of Commissioners	Date: 7-14-23 @ 2:30 p.m.
Agreement Effective Date	Date: 10-1-23

Pre-Proposal Conference:

A pre-proposal conference will be held on June **26, 2023,** 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 6-26-23 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 7-14-23 and clearly marked with the applicant's name, address and RFP number:

ACJFS RFP #4-23

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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.

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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.

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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.

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(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 60 minutes 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.

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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. ACJFS may reject any and all proposals of providers/vendors that have a finding for recovery issue and/or issue that has not been resolved on the State Finding for Recoveries site, in accordance with 5101:9-4-07 (B) (9) of the OAC.

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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 **10-1-23 through 9-30-24**.

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.

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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.
9. Copeland "Anti-Kickback" Act
10. Davis-Bacon Act
11. Contract Work Hours and Safety Standards Act, sections 3702 and 3704
12. "Rights to Inventions" clause 37 CFR part 401
13. Federal Water Pollution Control Act
14. Solid Waste Disposal Act
15. Sanctions and penalties implemented due to administrative, contractual, or legal violations or breach of contract terms.

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)).

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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): _____

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 7, 2023

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ACJFS #4-23

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

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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 169,876.75 miles of Health-Related Transportation at a unit rate of $2.15 and 2,430.25 miles of Employment-Related Transportation at a unit rate of $2.15 per mile for the period of October 1, 2023, through September 30, 2024. We are requesting a 2.9% rate increase from $2.09 to $2.15 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 2022 through June 2023, 65% of the HRT trips Country Neighbor provided were shared saving $179,062.53 in NET dollars.

At this time, call slips are forwarded to our Transportation Unit via email from the Transit Unit of ACJFS. 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 other riders are on the trip 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 dialysis transportation on Sundays and holidays, when necessary.

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2. Provider Experience

Country Neighbor has been providing transportation as discussed in the service specifications for well over 41 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 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 (5) lift vehicles. The modified minivans have 1 wheelchair position, 1 of the lift vans have 3 wheelchair positions and 4 have 2 positions.

We are waiting delivery of 2 new transit vans later this year which were awarded through a grant by the Ohio Department of Transportation.

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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.

To determine the definition of "excessive" wait time is difficult as each situation is unique in itself. For example, if we take three passengers to Cleveland for three different appointments within a two-hour window of each other, the wait time may look very different from three passengers waiting in Ashtabula which you can get to much quicker. In the first example, they may wait on each other for a total three window whereby in the second scenario, waiting two hours may be excessive.

Our transit unit always notifies the passengers ahead of time when waiting for periods of time may occur.

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 ACJFS 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 ACJFS. 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 ACJFS 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

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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 ACJFS.

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 is to Geauga, Ashtabula, Cuyahoga and Trumbull Counties.

ERT is generally within the county, but we have the capacity to go out of the 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 assistance, rental/utility assistance, socialization, senior companionship, summer meals for children, recreational, educational, 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 24 food pantries, 4 soup kitchens/senior feeding sites, and 2 shelters located throughout Ashtabula County. In 2022, we distributed over 1.3 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 meet one time per month, generally the last Monday of each month. ***(List attached)***

An Organizational Chart is attached.

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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.

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 receptionist is not available. Responsible for the daily data collection/entry into the database, compilation of client files, and service logs.

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 Transportation Supervisor 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

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ACJFS #4-23

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

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COUNTRY NEIGHBOR PROGRAM, INC.
2023 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

Jim Long, Secretary/Treasurer
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

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

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

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, 2023
Term Ends: January, 2026
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, 2023
Term Ends: January, 2026
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

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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

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

Daniel Claypool
5239 Lake W Road, Unit 306
Ashtabula, OH 44004
Retired: Law Enforcement
Mobile: 440-969-4913
Term Begins: January, 2023
Term Ends: January, 2026
Date Elected: June 5, 2023
Email: dclaypool@roadrunner.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

Randy Gentry
PO Box 1382
Andover, OH 44003
Law Enforcement
Work:
Mobile: 440-645-3543
Term Begins: January, 2023
Term Ends: January, 2026
Date Elected: September 28, 2015
Email rlgentry97@gmail.com

Member Emeritus:

Carl Plickert
87 Staley Road
Orwell, OH 44076
Retired (Kennametal)
Date Elected: January, 1997

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

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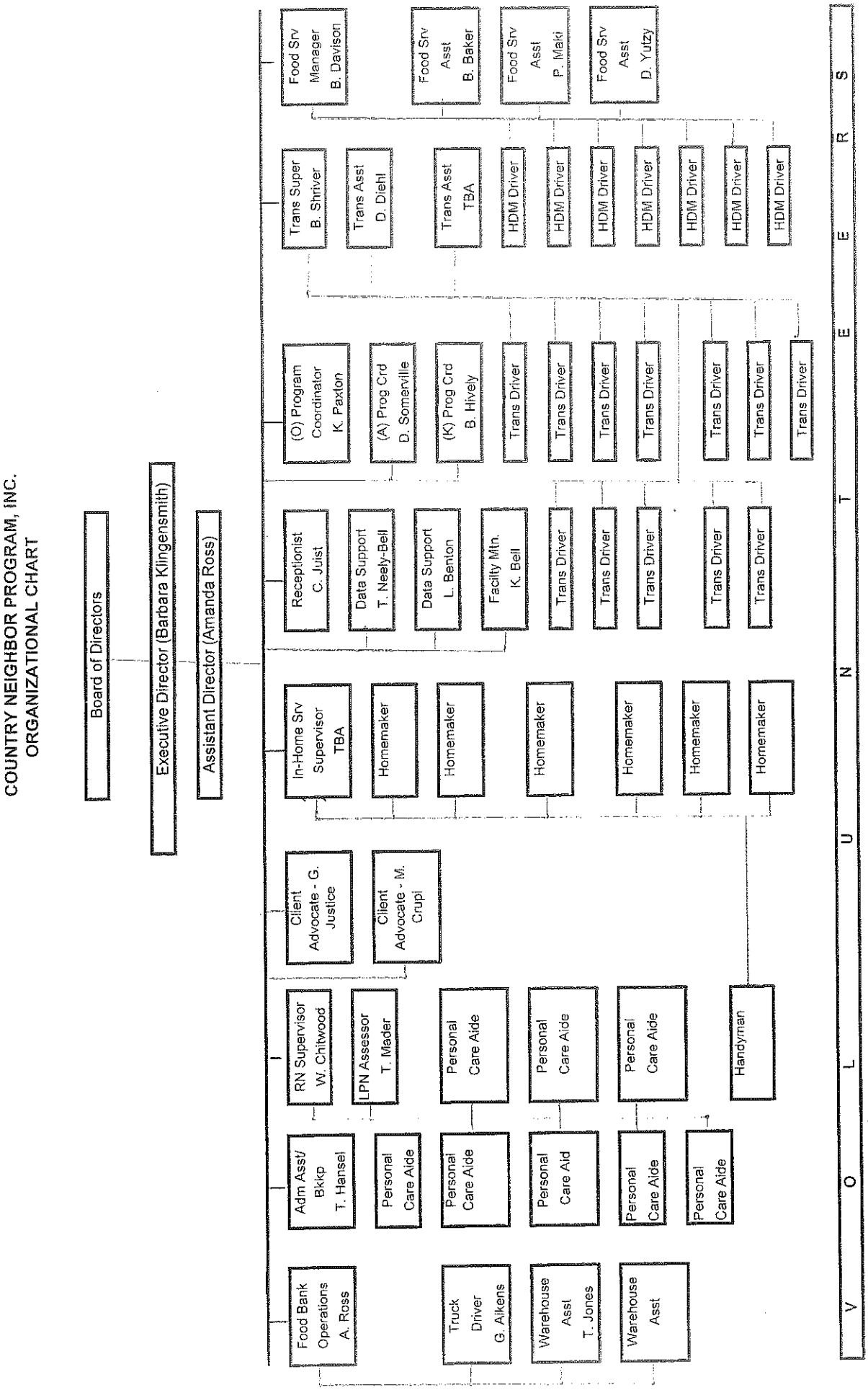
COUNTRY NEIGHBOR PROGRAM, INC.
ORGANIZATIONAL CHART



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ACJFS #4-23

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

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COUNTRY NEIGHBOR PROGRAM, INC.
JOB DESCRIPTION

TITLE: Executive Director — LOCATION: CNP Administrative Office

REPOPRTS 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.

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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

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- 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:** _____

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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:

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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: _____

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DATA ENTRY/OFFICE ASSISTANT
JOB DESCRIPTION

POSITION: Data Support/Office Assistant **REPORTS TO:** Executive Director

SUMMARY: Receive, review, and enter data into computer system or tracking database according to established procedures. Ensures accuracy of all data recorded and performs database maintenance functions, support Country Neighbor Program, Inc.'s vision, mission and goals.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Keep track of received data and source documents
- Prepare and sort source documents, and identifies and interprets data to be entered
- Contacts preparers of source documents to resolve questions, inconsistencies or missing data
- Confirm accuracy of data
- Process various forms
- Assist in establishing and maintaining an effective and efficient records management system
- Generate reports, as assigned
- Contribute to a team effort and accomplish related results as required
- Maintain confidential information
- 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
- 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
- Follow instructions furnished in verbal and written format
- Detail oriented

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.

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EMPLOYEE SIGNATURE: _____ DATE: _____

SUPERVISOR SIGNATURE: _____ DATE: _____

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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: _____

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COUNTRY NEIGHBOR PROGRAM, INC.
JOB DESCRIPTION

POSITION TITLE: Transportation Supervisor

REPORTS TO: Executive Director SUPERVISES: Drivers

RESPONSIBLITIES:

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

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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

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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 _____

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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: _____

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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:

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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 _____

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ACJFS #4-23

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

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Country Neighbor Program, Inc.

Transportation

POLICIES and PROCEDURES MANUAL

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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

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POLICIES AND PROCEDURES MANUAL

AGENCY INFORMATION

DocuSign Envelope ID: 61A7AE5A-A382-40C3-9982-63BD4300C2D3

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.

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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.

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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.

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Country Neighbor Program, Inc.
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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.

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SUBJECT: SERVICE HOURS SECTION: Agency Information

EFFECTIVE DATE: April 14, 2008 REPLACES:
APPROVED BY: Board of Directors
APPROVAL DATE: April 14, 2008

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.

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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.

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POLICIES AND PROCEDURES MANUAL

EMPLOYEE RESPONSIBILITIES

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Country Neighbor Program, Inc.
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SUBJECT: CODE OF ETHICS		SECTION: Employee Responsibilities
EFFECTIVE DATE:	April 14, 2008	REPLACES:
APPROVED BY:	Board of Directors	
APPROVAL DATE:	April 14, 2008	

DIRECTIVE:

To establish a high consistent standard of conduct and to maintain personal and professional accountability.

PROCEDURE:

- To conduct all agency business with professional competence, fairness, impartiality, efficiency and effectiveness;
- To respect the structure and responsibilities of the agency and the governing board of directors;
- To provide facts and advice as a basis for making policy decisions, and to uphold and implement policies adopted by the governing board of directors;
- To market the service and transportation needs to the community;
- To conduct organizational and operational duties with positive leadership through communication, creativity, dedication and compassion;
- To eliminate all forms of discrimination and fraud within the scope of the organization's management and service delivery;
- To ensure that funds from all sources are expended in accordance with signed grant agreements, as well as, any and all applicable local, federal and state laws;
- To demonstrate the highest standards of personal integrity, truthfulness, honesty and fortitude in all our activities in order to inspire confidence and trust in the Country Neighbor Program, Inc.
- To serve in such a way as to not realize undue personal gain from the performance of professional duties;
- To respect and protect privileged and confidential information accessed in the course of official duties; and,
- To strive for personal and professional excellence of our board members, and our employees.

RESPONSIBILITIES:

It is the responsibility of all employees.

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SUBJECT: EMPLOYEE APPEARANCE	SECTION: Employee Responsibilities

EFFECTIVE DATE:	April 14, 2008	REPLACES:
APPROVED BY:	Board of Directors	
APPROVAL DATE:	April 14, 2008	

DIRECTIVE:
To establish a policy for all non-uniformed drivers on appropriate dress attire.

PROCEDURE:
All employees are to maintain a well-groomed and clean appearance. Employees are required to dress in accordance with their job task. Employees dress should be appropriate and professional and keep in mind that you are an employee of Country Neighbor Program, Inc. and represent the Agency as such.

(See Section IX 9.1 of Employee Conduct and Responsibilities of the Agency's Personnel Policy and Procedures Manual for more information)

Hat should be clean with no obscene writing or symbols. Hats can be worn on the vehicle as long as they do not interfere with the operations of the vehicle and do not obstruct your view.

Athletic footwear in good condition with non-skid tread may be worn. No open toed shoes.

Walking shorts may be worn during warm weather months, no shorter than 3 inches above the knee.

No blue jeans with holes are allowed for any employee.

No shirts with obscene writing or symbols.

No halter-tops, all shirts must cover your upper torso.

If you are unsure of the appropriateness of an article of clothing, please check with your supervisor before wearing it to work.

RESPONSIBILITIES:
It is the responsibility of the Transportation Supervisor, Human Resources Manager to ensure compliance with this procedure.

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Country Neighbor Program, Inc.
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SUBJECT:	AGENCY IDENTIFICATION BADGES	SECTION:	Employee Responsibilities
EFFECTIVE DATE:	April 14, 2008	REPLACES:	
APPROVED BY:	Board of Directors		
APPROVAL DATE:	April 14, 2008		

DIRECTIVE:

To establish a policy for a procedure for the disbursement and use of Country Neighbor Program, Inc. Identification (ID) badges.

PROCEDURE:

Country Neighbor Program, Inc. will provide all employees one (1) identification badge upon employment. The ID badge shall always be visibly worn when the employee is performing work related activities.

Each employee will be responsible for keeping the badge in good condition.

The ID badge must be clipped onto the collar of the shirt or on a lanyard in plain sight.

If the badge is lost or falls into disrepair, Country Neighbor Program, Inc. will replace the first one for free. If the badge is lost or falls into disrepair a second time within six (6) months of the first replacement, then the badge will be replaced at a cost of $7.50 to the employee.

Normal wear and tear are expected; badges will be re-issued every (3) years.

Upon termination of employment with Country Neighbor Program, Inc. ID badge must be returned before final paycheck is released.

RESPONSIBILITIES:

It is the responsibility of the Transportation Supervisor, Human Resources Manager to ensure compliance with this procedure.

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SUBJECT: LICENSES AND CERTIFICATIONS SECTION: Employee Responsibilities

EFFECTIVE DATE: April 14, 2008 REPLACES:
APPROVED BY: Board of Directors
APPROVAL DATE: April 14, 2008

DIRECTIVE:
To establish the required licenses and certification for drivers and/or maintenance personnel.

PROCEDURE:
Van Drivers – Must have a valid Ohio Driver's License. Currently, holding a CDL is not requirement for employment with Country Neighbor Program, Inc. If in the future federal, state, local or Country Neighbor Program, Inc. ever requires such CDL licensing, a Passenger Endorsement will also be required along with the CDL. Country Neighbor Program, Inc. will work with drivers to help in obtaining this type of licensing, when needed.

Operators shall immediately report all traffic citations received for violations incurred while on duty. The employee must complete a Violation Reporting Form and submit it to the Transportation Supervisor within twenty-four hours of the violation. Employees will be required to pay any such violations including violations received while operating a Country Neighbor Program, Inc. vehicle.

All employees must report any licensing or certifications that have expired or been revoked or suspended to their immediate supervisor. An employee who operates a vehicle after loss or suspension of license or endorsement shall be terminated. Any traffic violations, including those received while in personal vehicles, which may have an impact on license status or insurability of the employee, must be reported to the Transportation Supervisor immediately.

All maintenance personnel will be Automotive Service Excellence (ASE) certified from the National Institute of Automotive Service Excellence. Air Conditioning maintenance personnel shall be certified under EPS Section 608 and 609. Maintenance personnel that perform lift maintenance must be certified by the manufacturer before completing lift warranty repairs.

A Commercial Driver's License with Passenger Assistance Endorsement will be required to operate the following vehicles:

Any vehicle with gross vehicle weight ratio of 26,000 pounds or over or any vehicle designed to accommodate 15 or more passengers including the driver).

RESPONSIBILITIES:
It is the responsibility of the staff overseeing drivers and maintenance of vehicles to ensure compliance.

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SUBJECT: VEHICLE OUT OF SERVICE	SECTION: Employee Responsibilities

EFFECTIVE DATE: April 14, 2008	REPLACES:
APPROVED BY: Board of Directors	
APPROVAL DATE: April 14, 2008	

DIRECTIVE:

To establish guidelines for the proper storage and security of any Agency vehicle not currently in service.

PROCEDURE:

Any driver assigned to an Agency owned/operated vehicle will be responsible for ensuring that all vehicle doors and windows are locked and secured any time the vehicle is left unattended. Circumstances, which the vehicle may be left unattended, include, but are not limited to:

- ✓ Downtime
- ✓ Breaks
- ✓ Lunch
- ✓ Out of Service
- ✓ Back-up Status

The driver **may not** leave passengers unattended on the vehicle except while assisting other passengers with boarding/alighting.

All cash envelopes must be kept in the driver's possession at all times.

The vehicle must be parked in such a manner as not to interfere with the normal flow of traffic and may not be parked in any area deemed inappropriate (lounges, adult themed locations, etc.).

At the end of assigned shifts, drivers will return the vehicle to the Agency and ensure that it is parked in an assigned parking spot (if applicable) or designated transit vehicle parking areas. All doors and windows will be locked and secured. All switches will be turned to the "OFF" position. All applicable manifests will be removed. Any trash or debris will be removed and discarded. Any items left behind by passengers will be turned into the Dispatcher for recovery. Conduct any required post-trip vehicle inspections. All vehicle keys will be returned to the appropriate storage cabinet.

RESPONSIBILITIES:

It is the responsibility of all Drivers to ensure that vehicles are parked, locked, and secured as required.

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SUBJECT: DRIVER'S LOG/MANIFEST	SECTION: Employee Responsibilities
EFFECTIVE DATE: April 14, 2008	REPLACES:
APPROVED BY: Board of Directors	
APPROVAL DATE: April 14, 2008	

DIRECTIVE:

To establish a consistent and accurate system for providing Country Neighbor Program, Inc. drivers with route and trip information, provide data for reporting purposes, and provide appropriate billing records.

PROCEDURE:

All driver manifests shall be on the form (attachment A) and shall be prepared by the end of the working day before they are needed. Country Neighbor Program, Inc. Transportation Supervisor is responsible for the development and distribution of manifests to drivers.

Last minute additions to the manifest may be made as long as the driver has seats and the addition does not cause a delay in picking up prescheduled passengers. The Transportation Supervisor has final approval authority for all last-minute additions.

Drivers are required, at a minimum, to keep track of the following information:

- Start and end odometer reading for each trip.
- Start and end odometer reading for each client on and off the vehicle.
- Start and end time for each trip.
- Downtime.
- Applicable refueling information (purchase amount, odometer reading, gallons purchased, etc.)
- All applicable passenger information for dispatch not included on the manifest.
- Envelopes given upon requests.

Drivers are responsible for accurately completing the manifest; incomplete manifests will not be accepted.

Drivers are responsible for completing any other forms used to document the trip that is provided with the manifest.

Drivers cannot change passenger destinations as stated on the manifest or take any trip request from passengers. (Request must be made to Transportation Supervisor)

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Driver Manifest/Logs will be kept for at least three (3) years. Manifests/Logs will be disposed of through shredding in order to remove any identification of passengers.

RESPONSIBILITIES:

Responsibilities shall be as defined above.

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Attached A (picture)

COUNTRY NEIGHBOR DRIVER MANIFEST

Driver Name: _____

Vehicle #: _____

Driver Signature: _____

Date: _____

All Names, Addresses, Signatures MUST BE COMPLETE!

Fund	Passenger Name	P/U Address	Drop Off Address	DRIVER Start Time	DRIVER Start Miles	Client On Time	Client On Miles	Client Off Time	Client Off Miles	DRIVER End Time	DRIVER End Miles	1. Client Signature 2. Driver Signature
												1 2
												1 2
												1 2
												1 2
												1 2
												1 2
												1 2
												1 2
												1 2

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SUBJECT: PROHIBITED ACTIVITIES ON VEHICLES, EMPLOYEES	SECTION: Employee Responsibilities
EFFECTIVE DATE: April 14, 2008	REPLACES:
APPROVED BY: Board of Directors	
APPROVAL DATE: April 14, 2008	

DIRECTIVE:

To establish a uniform company policy on prohibited activities on vehicles.

PROCEDURE:

Country Neighbor Program, Inc. prohibits smoking or chewing tobacco on any company vehicle

Drivers may smoke outside of the vehicle under the following conditions:

- On an approved break or waiting for the next dispatch,
- In a designated smoking area as prescribed by municipal law or building code,
- No passengers on board the vehicle, and
- In close enough proximity to the vehicle to monitor the radio/cell phone.

For safety and cleanliness, drivers are **not permitted to eat or drink while the vehicle is in motion.** (DRIVERS ARE NOT PERMITTED TO EAT OR DRINK IN THE VEHICLE ANYTIME PASSENGERS ARE ON-BOARD.) Drivers may eat or drink in the vehicle during their breaks, downtime, or lunch.

No employee shall use obscene, profane, or indecent language.

Employees are not permitted to use and/or carry personal electronic devices while on duty. (See Cellular Phone Usage policy for guidance on personal cellular telephones.)

No employee may have objects defined as or intended to be used as a weapon (Ohio's Concealed Carry Law will be enforced) on the vehicle or in the facility.

No notices, circulars, displays or signs shall be posted at any time by any person or employee on the Country Neighbor Program, Inc. premises or vehicles without prior authorization from the Transportation Supervisor.

No employee will be permitted to accept personal calls except in the case of an emergency.

RESPONSIBILITIES:

It is the responsibility of the Transportation Supervisor to monitor prohibited activities.

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SUBJECT:	PERSONAL USE OF AGENCY VEHICLES	SECTION:	Employee Responsibilities
EFFECTIVE DATE:	April 14, 2008	REPLACES:	
APPROVED BY:	Board of Directors		
APPROVAL DATE:	April 14, 2008		

DIRECTIVE:

To provide guidance on the use of agency owned vehicles.

DEFINITIONS:

Agency Vehicle – Any vehicle owned by Country Neighbor Program, Inc.

PROCEDURE:

Personal use of Country Neighbor Program, Inc. vehicles is prohibited.

Drivers may use agency vehicles to go to lunch due to time constraints or out of county trips that do not allow the driver to return to base for their own personal vehicles. Remember the vehicles are the agency's billboard and should not be parked in inappropriate areas.

Drivers are not to use agency vehicles during downtime to run personal errands.

RESPONSIBILITIES:

It is the responsibility of the Transportation Supervisor to ensure compliance with this procedure.

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Country Neighbor Program, Inc.
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SUBJECT: CONFIDENTIALITY		SECTION: Employee Responsibilities
EFFECTIVE DATE:	April 14, 2008	REPLACES:
APPROVED BY:	Board of Directors	
APPROVAL DATE:	April 14, 2008	

DIRECTIVE:
To establish procedures necessary to ensure confidentiality of any Country Neighbor Program, Inc. staff and/or passenger information.

DEFINITIONS:
Confidential: the element of privacy attached to physical or verbal records intended to minimize the exposure or dissemination of personal or organizational information.

PROCEDURE:
The indiscriminate or unauthorized review, use, or disclosure of protected health and/or other information, personal or otherwise, regarding any passenger or staff member is expressly prohibited.

Each employee is expected to maintain the confidentiality of all fellow employees and passengers at all times. Employees are prohibited from discussing confidential information pertaining to fellow employees or passengers without prior consent. Any questions regarding the confidential status of specific employee or passenger information should be directed to the Transportation Supervisor.

Passenger/staff information shall be placed/stored electronically and will be safeguarded with passwords and limited access.

Staff shall share information, as necessary, for program monitoring by federal or state monitoring agencies.

Staff may disclose passenger/staff information if all the following requirements have been met:

- ✓ The passenger/staff has given consent through a written release of information;
- ✓ The release of information is directly for the purpose of administration of the program (eligibility, payment, monitoring quality improvement);
- ✓ The individual or agency receiving the information is subject to the same or similar confidentiality standards.

Violation of the policy will result in severe discipline up to and including termination.

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Country Neighbor Program, Inc.
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SUBJECT:	INTERNET, ELECTRONIC MAIL, AND ON-LINE SERVICES USE	SECTION:	Employee Responsibilities
EFFECTIVE DATE:	April 14, 2008	REPLACES:	
APPROVED BY:	Board of Directors		
APPROVAL DATE:	April 14, 2008		

DIRECTIVE:

To establish the appropriate use of agency computers. There is no expectation of privacy for anyone using an agency computer.

PROCEDURE:

All work performed using a County Neighbor Program, Inc. owned computer is subject to review at any time. No employee is to have an expectation of privacy when using an agency computer.

Access to and use of the Internet, electronic mail, and online services is not confidential and will be monitored for inappropriate use. The following rules will apply at all times:

1) The Internet, electronic mail, and online services are intended to be used for business purposes only. Any use not directly related to business activities, which involves solicitation of any kind, or which could bring about unfavorable agency publicity is strictly forbidden.
2) Employees shall not use the Internet, electronic mail, or online services for operating a business for personal gain, sending chain letters, or soliciting money for religious and political causes.
3) Employees shall not use the Internet, electronic mail, and online services to transmit or download material that is offensive, obscene, pornographic, threatening, or racially or sexually harassing. Large downloads of files that are not agency related shall be prohibited. This includes music files, graphic files and other large files that add considerable traffic or require a larger band width. Large downloads of this type consume valuable server resources and result in significant unnecessary expense.
4) Employees shall not use the Internet, electronic mail, and online services to disseminate or print copyrighted materials (including articles and software) in violation of copyright laws.
5) Employees shall not use the Internet, electronic mail, and online services to provide access to confidential information.
6) Employees shall not use the Internet, electronic mail, and online services to provide access to public information without following the existing rules and procedures of the custodial agency for dissemination.
7) Employees shall take all reasonable precautions to prevent the inadvertent dissemination of confidential information via the Internet, electronic mail, or online services.
8) Access to the Internet shall be made by approved connection only.

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9) Internet usage is subject to other limitations as imposed by supervisors to prevent excessive or improper use.
10) Employees shall take all reasonable precaution to prevent the inadvertent infection of viruses, ad ware, Trojan horses, cookies, etc. on company computers.

Use that is not in accordance with this policy will result in possible discipline up to and including termination.

RESPONSIBILITIES:

It is the responsibility of Executive Director, and Supervisors to ensure compliance with this procedure.

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Country Neighbor Program, Inc.
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SUBJECT: CELLULAR TELEPHONE USAGE	SECTION: Employee Responsibilities

EFFECTIVE DATE: April 14, 2008	REPLACES:
APPROVED BY: Board of Directors	
APPROVAL DATE: April 14, 2008	

DIRECTIVE:

To establish a uniform company policy regarding the use of cellular telephones while on duty.

DEFINITIONS:

Personal Cellular Phone - Purchased by the employee and intended for personal use only.

Business Cellular Phone - Purchased by Country Neighbor Program, Inc. and intended for business use only.

PROCEDURE:

Personal Cellular Phone usage

Employees whose duties include operating/driving a transit vehicle are expected to refrain from using cellular phones while operating the vehicle or while passengers are on board.

Personal Cellular Phones may be used before or after all scheduled shifts, during all scheduled breaks, at any time during scheduled shifts when the vehicle is not in operation and is not carrying any passengers, or during periods waiting for passenger boarding.

Cellular phones are not to be kept on the employee's person and must be stowed in a closed purse, handbag, or in a vehicle storage compartment.

Hands-free headsets are considered cellular phone accessories and therefore should not be worn while operating a vehicle.

Concealment of a cell phone and accessories on the person of any employee will be considered a violation of this policy.

Business Cellular Phone usage

Any cellular phone assigned to an employee is intended for **BUSINESS USE ONLY.** Business Cellular Phone numbers are not to be distributed for purposes of receiving personal calls or communications of any kind.

All employees are restricted from using any Internet capable Business Cellular Phone for purposes of connecting to the Internet.

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Use of a Business Cellular Phone is prohibited while operating a vehicle. All employees must ensure that the vehicle has come to a complete stop in an area not obstructing the flow of traffic before making or receiving a cellular phone call.

Passengers are not to be provided the cellular phone number.

Employee and passenger safety should be the primary concern before conducting any business via a Business Cellular Phone.

RESPONSIBILITIES:

It is the responsibility of all employees to ensure compliance with this procedure

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POLICIES AND PROCEDURES MANUAL

SAFETY

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Country Neighbor Program, Inc.
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SUBJECT: VEHICLE EVACUATION		SECTION: SAFETY
EFFECTIVE DATE:	April 14, 2008	REPLACES:
APPROVED BY:	Board of Directors	
APPROVAL DATE:	April 14, 2008	

DIRECTIVE:

To provide vehicle evacuation procedures for emergency situations.

PROCEDURE:

EVACUATION PROCEDURES (excerpts from the ODOT Model Safety Plan)

Remember your first priority in any emergency situation is to protect your passengers and yourself. In the event of a fire or collision that requires evacuation of the vehicle you should follow the following steps:

1. Stand (if vehicle height permits), open the doors (ensure that exits are open and usable), face the passengers, and get their attention. Explain that there is an emergency and that they must evacuate the vehicle immediately.
2. Give clear directions to the passengers, telling them which exit to use and pointing to the exit(s).
3. Direct the evacuation advising, if necessary, not to push.
4. Ask an able-bodied passenger to stand outside the front door to account for the passengers and to assist them if necessary (offer a hand, do not pull anyone out).
5. Ask another able-bodied assisting passenger to take the passengers to a safe place that you designate, at least 100 feet (approximately 40 paces) from the vehicle.
6. Keep the passengers in a group and safely away from the vehicle, traffic and any other hazards.
7. Assist passengers with disabilities.
    a. You should evacuate a passenger in a wheelchair only if it is more dangerous to leave them on the bus (e.g. fire, fuel leak, explosion, bomb threat, traffic hazard, physical peril).
    b. Use the lift or ramp if available (you may have to use the manual function of the lift).
    c. If time or situation does not allow the use of the lift and if the vehicle's aisles are large enough, carry a passenger in a manual wheelchair out of the door, while keeping the passenger in his/her wheelchair. Use the assistance of another passenger. Carry the wheelchair backwards to prevent from tipping the passenger out of their wheelchair. If vehicle size does not allow evacuation with the wheelchair, proceed to step "d".
    d. If assistance is not available, or time does not allow, lift or drag the passenger (depending on passenger size relative to your individual strength) through one of

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the emergency exits. It may be best to check with the passenger as to how they feel you can best accomplish this maneuver. He/She may have some experience with similar types of transfer.

8. If safe to do so, check the vehicle to ensure that no one is left behind.
9. Remain calm during the evacuation proceedings. Your passengers will look to you for direction, and they will be less likely to panic if you remain calm.
10. If you have not done so by now, call for assistance. If you are unable to make the call, direct one of your passengers to call 911 for assistance.
11. If safe to do so, and if a fire is involved, attempt to put out the fire with the fire extinguisher.
12. If able to access them, position the emergency reflectors.

RESPONSIBILITIES:

The Transportation Supervisor is responsible for training staff in the implementation of this procedure. This procedure shall be reviewed annually with all staff.

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SUBJECT: SEATBELT POLICY		SECTION: SAFETY
EFFECTIVE DATE:	April 14, 2008	REPLACES:
APPROVED BY:	Board of Directors	
APPROVAL DATE:	April 14, 2008	

DIRECTIVE:

To comply with all Ohio traffic laws requiring vehicle occupants to wear safety belts.

PROCEDURE:

Agency Employees

All Agency employees are required to wear safety belts while operating or riding as a passenger in any Agency vehicle.

Passengers

All passengers are required to wear safety belts.

Each passenger must have his/her safety belt securely fastened before the vehicle will be permitted to begin movement.

Passengers seated in wheelchairs will be secured via an approved four-point restraint system. (Please see the Wheelchair Securement policy located in the Safety section of this manual for all approved securement devices.)

Exceptions for agencies that require the use of seatbelts.

If the seatbelt is not long enough to be secured, manufacture's seatbelt extensions will be used. If the extensions do not correct the situation, the passenger will not be required to wear a seatbelt. The driver should documentation on his/her manifest that the seatbelt could not be secured. Every effort will be made to resolve this situation.

Passengers who state they have a medical condition which prohibits the use of seatbelts, will not be required to wear the seatbelt. This must be documented on the driver's manifest. The scheduler will enter the information under special needs for future trips.
Do not ask the passenger the disability or medical condition that prevents the use of a seatbelt.

All attempts should be made to seat these passengers where State law does not require the use of seatbelts.

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Children

Children under age four (4) and/or under forty (40) pounds must be properly secured by the parent/guardian in accordance with the manufacturer's instructions in a child restraint system provided by the parent/guardian that meets federal motor vehicle safety standards.

Drivers will not be responsible for properly securing the child restraint system in a passenger seat. Parents will then seat and secure the child in the restraint seat.

RESPONSIBILITIES:

It is the responsibility of all Country Neighbor Program, Inc. employees to ensure that safety belts are worn at all times while in any Country Neighbor vehicle. Drivers will be responsible for ensuring that all passengers are wearing safety belts in accordance with this policy.

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Country Neighbor Program, Inc.
Policy Manual
P.O. Box 212, 39 S. Maple St., Orwell, OH 44076

SUBJECT: ACCIDENT/INCIDENT POLICY	SECTION: SAFETY
EFFECTIVE DATE: April 14, 2008	REPLACES:
APPROVED BY: Board of Directors	
APPROVAL DATE: April 14, 2008	

DIRECTIVE:

To provide handling guidance for all accidents and incidents involving transit vehicles.

DEFINITIONS:

Accident: any circumstance involving a transit vehicle, whether in revenue service or not, and/or secondary vehicle(s) resulting in damage to one or more vehicles, property, or bodily injury and requiring the response of local law enforcement and/or emergency services personnel.

Incident: any circumstance involving transportation vehicle resulting in damage to the transportation vehicle and/or Country Neighbor Program, Inc. property, bodily injury to a passenger or employee, or violation of any policy on prohibited behavior (i.e. disruptive behavior, prohibited items brought on board, etc.).

PROCEDURE:

Accidents

All drivers, dispatchers and supervisors must report **all** accidents to the Executive Director as soon as possible.

All drivers involved in an accident must perform the following actions:

1. Check for personal injury.
2. Check all passengers for injury.
3. For all accidents involving secondary vehicles, check the driver and passengers of second vehicle for injury.
4. If vehicle(s) is in operational condition, move to a safe area not obstructing the flow of traffic.
5. Notify the Transportation Supervisor of the accident.
    a. If the driver has a cellular telephone, either business or personal, notify local law enforcement and emergency services personnel if required.
    b. If the driver does not have a cellular telephone, inform dispatch that local law enforcement and emergency services personnel are required and provide all necessary location information.
6. Remain at the scene until released by law enforcement or emergency services personnel.
7. If necessary, the Transportation Supervisor will make tow arrangements.
    a. If the transit vehicle requires tow services, the responding Supervisor/Director will make arrangements.

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   b. If an involved secondary vehicle(s) requires tow services, the driver/owner of that vehicle will be responsible for arrangements.
8. Complete any require accident investigation documentation required by Country Neighbor Program, Inc.
9. Report for any required drug and alcohol testing as outlined in the Country Neighbor Program, Inc. substance abuse policy.

Incidents

All drivers are required to report all incidents to the Transportation Supervisor/Administrative Assistant as they occur. It is the responsibility of the Transportation Supervisor and/or Administrative Assistant to inform the Executive Director of any incident. If it is not possible to report the incidents as they are occurring, the incident must be reported when the driver returns to base or within twenty-four hours from occurrence which ever is most feasible.

All drivers involved in an incident must perform the following action:

1. Check for personal injuries.
2. Check all passengers for injury.
3. Notify the Transportation Supervisor of the incident. If required, inform the Transportation Supervisor that local law enforcement and emergency services personnel are required and provide all necessary location information. If the driver is unable to contact the Transportation Supervisor, and the driver has a cellular telephone, either business or personal, notify local law enforcement and emergency services personnel if required.
4. If passengers are on board and vehicle is operational: (after all above is completed if needed)
   a. Complete assigned trips, informing Transportation Supervisor that a vehicle incident has occurred.
   b. After the final passenger has debarked, park the vehicle in an area as not to obstruct the flow of traffic.
   c. Complete an Incident Report form.
   d. Submit the Incident Report form with all manifests at the end of the shift.
5. If no passengers are on board and the vehicle is operational:
   a. Park the vehicle in an area as not to obstruct the flow of traffic.
   b. Complete an Incident Report form.
   c. Submit the Incident Report form with all manifests at the end of the shift.
6. If the vehicle is inoperative:
   a. Inform the Transportation Supervisor that a vehicle incident has occurred.
   b. Request a back-up vehicle
   c. Inform Transportation Supervisor that tow services are required.
   d. Complete an Incident Report form.
   e. Submit the Incident Report form with all manifests at the end of the shift.

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RESPONSIBILITIES:

It is the responsibility of all drivers to ensure that accidents/incidents are reported to the Country Neighbor Program, Inc. personnel in a timely manner.

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SUBJECT: INJURY ON THE JOB	SECTION: SAFETY
EFFECTIVE DATE: April 14, 2008	REPLACES:
APPROVED BY: Board of Directors	
APPROVAL DATE: April 14, 2008	

DIRECTIVE:

To provide directions for employees who sustain injury while on duty.

PROCEDURE:

Country Neighbor Program, Inc.'s employees are responsible for exercising maximum care and good judgment in preventing accidents. Each employee will:

- Report all unsafe practices or conditions to the Transportation Supervisor.
- Use proper judgment to avoid accidents;
- Participate in all safety training;
- Become familiar with, and operate within, all safety procedures for the assigned work activity;
- Notify the Transportation Supervisor, Human Resource Manager when taking medications which may impair physical or mental alertness and affect ability to perform a job safely;
- Notify appropriate emergency services for all injuries requiring immediate medical attention;
- Promptly report all work-related injuries and accidents to the Transportation Supervisor;
- Accurately complete an Employee Statement on appropriate accident reports and submit to the Transportation Supervisor/Human Resource Manager immediately.

The Transportation Supervisor, HR Manager will provide the Executive Director a copy of pertinent information and documentation regarding any injury to any employee sustained while on duty within 24 hours of the injury. The Administrative Assistant and/or Executive Director will investigation for recommendations. Recommendations that require immediate action will be noted and action will be noted, and action will be taken by Country Neighbor.

RESPONSIBILITIES:

Responsibilities shall be as defined above.

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Country Neighbor Program, Inc.
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SUBJECT:	BLOODBORNE PATHOGENS PROTECTION	SECTION:	SAFETY
EFFECTIVE DATE:	April 14, 2008	REPLACES:	
APPROVED BY:	Board of Directors		
APPROVAL DATE:	April 14, 2008		

DIRECTIVE:

To ensure that the Occupational Health and Safety Administration (OHSA) bloodborne pathogens regulations are followed.

DEFINITIONS:

Bloodborne pathogens are potentially infectious microorganisms that are present in human blood and can cause disease in humans. These pathogens can result in the development of the acquired immune deficiency syndrome (AIDS), hepatitis, and other diseases.

PROCEDURE:

Country Neighbor Program, Inc. employees may be exposed to bloodborne pathogens in the performance of their duties. All employees will receive bloodborne pathogen training annually. Training is mandatory.

In the event of a biohazard spill as a result of a vehicle accident or onboard injury, first aid for injured passengers, along with notification of appropriate medical assistance personnel, should be the first priority. Additionally, a biohazard spill may occur as a result of vomiting or loss of bladder control. Anytime the driver administers first aid, latex gloves and other personal protective equipment should be used.

Contaminated items should be carefully placed in the designated biohazard disposal bag. Following first aid administration, where necessary, the vehicle must be cleared of the spill. The following steps should be followed:

1. Contact dispatch and describe the situation.
2. If you are instructed to wait for assistance, secure the vehicle and wait.
3. Locate the biohazard kit that is on the vehicle. Avoid stepping in the fluid spill.
4. Put on the disposable gloves found in the biohazard kit when giving any first aid or cleaning up any potentially dangerous bodily fluid spill, such as blood, vomit, urine or defecation.
5. Cover the spill area with the disinfectant found in the biohazard kit.
6. Using the appropriate instrument from the biohazard kit, dispose of any material that may be contaminated by placing it in the biohazard bag found in the biohazard kit.
7. If the cleanup includes broken glass or other sharp objects, take extra precautions. Use mechanical means rather then using your hands to pick up the objects and dispose of them in the leak proof, puncture proof container provided in the biohazard kit.

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8. Discard carefully all clean up materials including gloves in the biohazard bag.
9. Double bag the biohazard bag immediately if there is any possibility of it ripping or tearing.
10. Ensure that all biohazard materials are placed in the appropriate transit system depository.
11. Thoroughly wash hands with soap, disinfectant and running water as soon as possible.
12. Complete all required incident documentation.

For additional details please refer to Country Neighbor Program, Inc. Bloodborne Pathogens Exposure and Control Plan which is available in the Transportation Office.

All Country Neighbor Program, Inc. employees are required to read and become familiar with this plan. In addition, all employees are to watch and review the training video "Your Ticket to Safety."

As per the Country Neighbor Program, Inc. Bloodborne Pathogens Exposure and Control Plan, as an "at-risk" employee of Country Neighbor Program, Inc. and for your protection, the Hepatitis B vaccination is available to you free of charge. The vaccination is a series of three shots administered over a six-month period. It is your choice to accept or decline the Hepatitis B vaccination. If you choose to not accept the Hepatitis B vaccination, you are required to sign an OSHA waiver indicating your refusal. If you initially decline the Hepatitis B vaccination, but at a later date decide to accept, it will be provided to you at no charge.

REMEMBER TO REPORT ANY BLOODBORNE PATHOGEN EXPOSURE IMMEDIATELY TO YOUR IMMEDIATE SUPERVISOR!

RESPONSIBILITIES:

Responsibilities shall be as defined above. The Transportation Supervisor, HR Manger will be responsible for assuring all drivers have been offered Hepatitis B vaccination.

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Country Neighbor Program, Inc.
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SUBJECT:	BLOODBORNE PATHOGEN/FIRST AID KITS	SECTION:	SAFETY
EFFECTIVE DATE:	April 14, 2008	REPLACES:	
APPROVED BY:	Board of Directors		
APPROVAL DATE:	April 14, 2008		

DIRECTIVE:

To provide guidance for the proper inspection of onboard safety equipment.

PROCEDURE:

Hazardous Material kits (a.k.a. haz-mat kits) are available in each vehicle and are equipped with the necessary supplies for cleaning vomit, blood, and other bodily fluids. Hazardous Material kits are located near the front of each bus, in the rear cargo area of each minivan, in the trunk of each sedan.

The following items are found in each kit:

1. Disposal vinyl gloves (minimum of two pair);
2. Puncture-resistant utility gloves;
3. Paper towels
4. Dust pan and brush
5. Tongs for picking up large sharps;
6. Commercial disinfectant spray or foam that is effective on HIV-1 or Tuberculosis
7. Two florescent orange or orange-red bags with "BIOHAZARD" printed n a contrasting color;
8. Two additional plastic bags in which the first bag can be placed if the first orange/orange-red bag is contaminated by bodily fluid;
9. Solidifying powder or kitty litter or commercial absorbent powder;
10. Face masks that cover mouth and nose or mouth only if a face shield is used;
11. Goggles;
12. Antiseptic hand wipes;
13. A container for sharps (stored with kit or near kit). The container must be sealable, leak proof, puncture resistant, and cleanable; and
14. Shoe covers.

First aid kits are also located near the front of each bus, in the rear cargo area of each minivan, and in the trunk of each sedan.

Each driver is to become familiar with the location of each kit and assure the kit is in each vehicle during the pre-trip inspection.

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When performing the daily pre-trip vehicle inspection, every Country Neighbor Program, Inc. driver is required to ensure that each haz-mat and first aid kit has all the necessary materials. If any kit needs supplies (e.g. supplies used, damaged, missing, or otherwise unusable) please notify the Transportation Supervisor immediately. Gloves must be replaced regularly due to deterioration caused by prolonged storage periods.

RESPONSIBILITIES:

The Transportation Supervisor and the Drivers are responsible for ensuring that all kits are present and supplied appropriately during each pre-trip inspection.

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Country Neighbor Program, Inc.
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SUBJECT:	SAFETY REFLECTORS (TRIANGLES)	SECTION:	SAFETY
EFFECTIVE DATE:	April 14, 2008	REPLACES:	
APPROVED BY:	Board of Directors		
APPROVAL DATE:	April 14, 2008		

DIRECTIVE:

To establish the appropriate use of reflective safety indicators during emergencies.

PROCEDURE:

Each vehicle has three (3) red reflectors (triangles) located behind the driver's seat. The reflectors may be used both day and night.

One (1) reflector should be placed accordingly:

- At the side of the vehicle on roadway side - a safe distance from the vehicle and oncoming traffic.
- Approximately 40 paces or 100 feet to the rear of the vehicle. If there is a hill or curve, the distance should be greater, but no farther than 300 feet.
- Approximately 40 paces or 100 feet in front of the vehicle, again using greater distances if conditions warrant. Instructions on where to place the triangles are also on the lid of the triangle container.

The driver should wear the reflective vest whenever a roadside emergency occurs or when the driver must be in the roadway.

RESPONSIBILITIES:

Responsibilities shall be as defined above.

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Country Neighbor Program, Inc.
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SUBJECT: USE OF A FIRE EXTINGUISHER SECTION: SAFETY

EFFECTIVE DATE: April 14, 2008 REPLACES:
APPROVED BY: Board of Directors
APPROVAL DATE: April 14, 2008

DIRECTIVE:

To provide guidance on the safe and effective use of fire extinguishers during a fire emergency.

PROCEDURE:

All vehicles are equipped with a 5lb.* fire extinguisher.

**All vehicles are required to contain a minimum 5lb. extinguisher; however, it is highly recommended that all vehicles contain a 10lb. extinguisher.*

As part of the daily pre-trip inspection, all certification tags associated with fire extinguishers must be up to date. All agency fire extinguishers are to be inspected as part of the annual maintenance inspection.

Employees are not required to fight a fire. If there is the slightest doubt about control of the situation, **DO NOT FIGHT THE FIRE.**

Use a mental checklist to make a Fight-or-Flight Decision. Attempt to use an extinguisher only if ALL of the following apply:

- Dispatch and emergency personnel have been contacted.
- The vehicle is evacuated.
- The fire is small, contained, and not spreading beyond its starting point.
- The exit is clear, there is no imminent peril, and you can fight the fire with your back to the exit.
- You can stay upwind or low and avoid smoke. Smoke inhalation must be avoided since only a small amount of toxic smoke can render the operator unconscious.
- The proper extinguisher is immediately at hand.
- You know how to use the extinguisher.

Whenever possible, use the "Buddy System" to have someone back you up when using a fire extinguisher. If you have any doubt about your personal safety, or if you cannot extinguish a fire, leave immediately and close off the area (close the doors, but DO NOT lock them).

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Direct the extinguisher at the base of the flames and implement the following P.A.S.S. method:

P	A	S	S
Pull the pin on the extinguisher handle.	Aim the hose at the base of the flames from a safe distance. Keep in mind that the farther away from the base of the flames, the less effective the extinguishing material.	Squeeze the handle of the extinguisher. Do not squeeze the handle until the entire canister has emptied; rather two to three second bursts as needed.	Sweep from side to side. It is important not to aim the nozzle at one point, rather spread the material over the entire effected area.

Note: Extinguisher material is expelled at a very low temperature. Avoid inhaling material, prolonged exposure with skin, or contact with eyes.

Recharge any discharged extinguisher immediately after use. If you discharge an extinguisher (even just a tiny bit) or pull the pin for any reason, arrange for a replacement.

Training on proper usage of Fire Extinguisher will be provided by Local Fire Department.

RESPONSIBILITIES:

Transportation Supervisor will ensure that all transit system fire extinguishers have been charged and inspected as required. Drivers will ensure that all vehicle fire extinguishers are in compliance with the above policy.

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SUBJECT:	INCLEMENT WEATHER CONDITIONS	SECTION:	SAFETY
EFFECTIVE DATE:	April 14, 2008	REPLACES:	
APPROVED BY:	Board of Directors		
APPROVAL DATE:	April 14, 2008		

DIRECTIVE:

To provide guidelines on safe operation during poor weather conditions.

PROCEDURE:

Tornado

If a tornado warning is sounded or broadcast, employees will immediately report to the designated shelter. If drivers are in vehicles, drivers and passengers should exit the vehicle and seek shelter in a ditch, under a bridge, in the basement of a nearby building or in the safest possible place given the situation.

If possible, continue monitoring local weather reports.

Management will determine when personnel and vehicles can return to a normal operating mode.

If vehicles have sustained any damage from wind- or wind-blown debris, they should be inspected and repaired by a certified mechanic before operating again.

Flood Procedures - Vehicle

The Executive Director, Administrative Assistant and/or Transportation Supervisor will inform drivers that the following emergency flood preparedness measures are to be taken:

- Management will determine when and if transit services need to be discontinued.
- Vehicles that are parked in areas that could flood must be moved to high ground if possible.
- In case of flash flood warnings, drivers on the road must avoid known flood areas. Never attempt to cross roads or bridges that are flooded. If your vehicle stalls because of high water, it is generally safer to stay in the vehicle and radio for emergency help rather than try to walk through fast flowing water.

Snow Emergencies

Every effort will be made to provide service during inclement weather.

Based on information provided by the local law enforcement, the Transportation Supervisor will make the decision if the system will close.

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It may be necessary to limit service within the city limits or for emergency needs only.

RESPONSIBILITIES:

The Transportation Supervisor and management shall be responsible for determining limited service or service cancellation during inclement weather. All other responsibilities shall be as defined above.

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Country Neighbor Program, Inc.
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SUBJECT:	DISRUPTIVE/ABUSIVE PASSENGERS	SECTION:	SAFETY
EFFECTIVE DATE:	April 14, 2008	REPLACES:	
APPROVED BY:	Board of Directors		
APPROVAL DATE:	April 14, 2008		

DIRECTIVE:

To provide direction for the transport of abusive or disruptive passengers.

DEFINITIONS:

Abusive behavior includes, but is not limited to:

- ✓ Physical altercations with Agency employees or other passengers.
- ✓ Threatening or intimidating language.
- ✓ Excessive profanity.
- ✓ Shouting at Agency employees or other passengers.

PROCEDURE:

Any behavior deemed abusive or disruptive will be reported to the Transportation Supervisor and by the Driver.

Any passenger engaging in abusive or disruptive behavior will be given one (1) written letter requesting that the abusive or disruptive behavior cease while being transported on Agency vehicles.

Further instances of abusive or disruptive behavior will be given a written warning that any future instances of such behavior will result in suspension and possible expulsion from riding aboard Agency vehicles.

Any passenger exhibiting continuing abusive or disruptive behavior after written warnings shall have his/her riding privileges suspended as follows:

- 1st Offense: Riding privileges suspended for two (2) weeks.
- 2nd Offense: Riding privileges suspended for one (1) month.
- 3rd Offense: Riding privileges suspended for ninety (90) days.
- 4th Offense: Riding privileges permanently revoked.

Passengers claiming a medical condition for such abusive or disruptive behavior will need to contact the Transportation Supervisor to provide documentation of such a condition and to make arrangements for transportation.

RESPONSIBILITIES:

All Drivers are responsible for reporting abusive or disruptive behavior. The Transportation Supervisor and/or Executive Director will be responsible for determining the consequences and enforcement of such behavior.

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SUBJECT: WHEELCHAIR SECUREMENT	SECTION: SAFETY

EFFECTIVE DATE:	April 14, 2008	REPLACES:
APPROVED BY:	Board of Directors	
APPROVAL DATE:	April 14, 2008	

DIRECTIVE:

To comply with the Americans with Disabilities Act of 1990 in providing equal access to public transportation for persons with disabilities.

PROCEDURE:

All Country Neighbor Program, Inc. Transit passengers must wear safety belts at all times while aboard a Country Neighbor Program, Inc. vehicle. All passengers using wheelchairs and other mobility devices will be secured using a four-point tie-down system.

Country Neighbor Program, Inc. cannot deny service to any passenger if the wheelchair or mobility device cannot be secured to the satisfaction of the driver.

When a wheelchair or mobility device is difficult to secure properly, the driver is expected to make every effort at securing before requesting that the passenger transfer to a regular seat. The driver may *request* the passenger transfer to a regular seat but will not be permitted to **require** the passenger transfer if proper securement is not possible.

Wheelchairs and other mobility devices are to be secured facing forward.

The four-point tie down system will be used for all mobility devices.

Use the seatbelt (with shoulder restraint), which attaches to the floor if the vehicle is equipped with one.

Ensure that the lap belt stays on.

If the shoulder restraint cannot be used the lap belt alone will suffice; however, these should be rare occasions.

Ensure that the mobility device brakes are applied.

Attach straps to the floor connection points first.

Connect front tie down straps (pull or cam type; not ratchet) to a T-connector or the wheelchair frame on the front half of the wheelchair.

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Connect back, ratchet tie-down straps to a T-connector on the back half of the wheelchair. Do not connect straps to the wheels, footrests, armrest or any detachable or flexible part of the wheelchair. Do not pass the straps through the rear spokes.

A tightened tie-down strap must form a straight line (no slack) at a 45-degree.

Exercise proper bending techniques when securing straps.

Unoccupied wheelchairs (when the passenger has transferred to a seat) must be tied down securely.

Verify straps are secure and that the device does not move.

Electric wheelchairs must have the power turned off while secured.

Reminder:

- ✓ Store loose tie-down straps when not in use.
- ✓ Keep tracks clean and free of dirt and debris.
- ✓ Pull a wheelchair downhill and push when moving uphill.
- ✓ Always inform Transportation Supervisor when you are loading a wheelchair passenger.
- ✓ Immediately report any malfunctions with lift equipment to Transportation Supervisor so that repairs can be schedule as soon as possible.

RESPONSIBILITIES:

The Transportation Supervisor is responsible for ensuring all drivers are trained in the procedure.

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SUBJECT:	PASSENGERS WITH PORTABLE OXYGEN BREATHING AIDS	SECTION:	SAFETY
EFFECTIVE DATE:	April 14, 2008	REPLACES:	
APPROVED BY:	Board of Directors		
APPROVAL DATE:	April 14, 2008		

DIRECTIVE:

To provide guidance on transporting passengers using portable oxygen breathing aids.

PROCEDURE:

Passengers should inform the Transportation Supervisor at time of reservation that a portable oxygen breathing aid will be transported with the passenger.

Drivers will be aware of the features and problems associated with portable oxygen aids. All drivers will receive training on the features of portable oxygen tanks during new hire training. Specific procedures will be available as necessary. The following general procedures will apply to most portable oxygen aids:

- Drivers will secure all oxygen containers during transportation by the most secure means available.
- Containers commonly secured to a mobility device may stay in those securements.
- Containers attached to mobility aids such as walkers must be separately secured to the vehicle by the most secure means available.
- Spare tanks must be secured to the vehicle by the most secure means available.

Passengers are to be advised by Transportation Supervisor of the estimated length of the trip and the time that the passenger is expected to be on the vehicle. This may impact the quantity of oxygen the passenger requires.

Drivers are not permitted to connect hoses, disconnect hoses, or change oxygen tanks.

RESPONSIBILITIES:

Responsibilities as defined above.

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POLICIES AND PROCEDURES MANUAL

TRAINING

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Country Neighbor Program, Inc.
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SUBJECT:	EMPLOYEE TRAINING REQUIREMENTS	SECTION:	TRAINING
EFFECTIVE DATE:	April 14, 2008	REPLACES:	
APPROVED BY:	Board of Directors		
APPROVAL DATE:	April 14, 2008		

DIRECTIVE:

To establish guidelines for effective documentation of all employee training.

PROCEDURE:

The Administrative Assistant/HR Manager will document all training in each employee's personnel file.

The Transportation Supervisor will keep a spreadsheet containing the following information:

- ✓ Employee name
- ✓ Course title
- ✓ Instructor name
- ✓ Instructor credentials (if available)
- ✓ Training materials (if available)
- ✓ Date of training
- ✓ Date of refresher (if required)

Employees will be expected to attend periodic safety training and update meetings are required.

Orientation of New Hires will include:

1. Policy and Procedures Manual
2. Personnel Policy Manual
3. Scheduling
4. Cell Phone Procedures
5. Office and Paperwork Requirements
6. Training Requirements for Drug and Alcohol Program
7. Vehicle Familiarization of all vehicles
8. Basic Operations and Maneuvering
9. Pre and Post Trip Inspections
10. Adverse Weather Conditions

Other Trainings:

1. Bloodborne Pathogens –Annually as required by OSHA
2. ADA Requirements
3. Other Federal and State Requirements

First Aid and CPR

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Training will be conducted on first aid, CPR, and proper pre- and post-trip inspections. All drivers must be certified in first aid and CPR. A refresher course will be required for updated certification.

Backing-up Vehicles

New employees will be trained in backing-up procedures including walk-around's and using spotters.

Boarding and Alighting Passengers

Proper procedures for boarding and alighting passengers safely will be covered. This includes stopping, starting, bus stops, special situations, and hazardous conditions on steps or outside the vehicle.

Lift Procedures and Wheelchair Securement

Proper procedures for the safe use of all wheelchair accessible equipment, four-point securement devices, and boarding/alighting techniques will be covered. Topics include lift deployment, manual lift operations, proper securement techniques, and various mobility aid securement techniques.

Defensive Driving Course (DDC)

Drivers shall complete the National Safety Council's Defensive Driving Course (DDC) or other approved course prior to beginning driving duties. If drivers are unable to complete the course prior to beginning duties, the course must be completed within six months following employment. Refresher training will be required every three (3) years. The four-hour Defensive Driving Course II (DCII) may be used as the refresher course for those drivers who have previously completed the eight-hour DDC core course.

Passenger Assistance (DRIVE) Training

All drivers operating wheelchair lifts, ramps, or otherwise assisting disabled persons shall receive specialized training and supervised practice on safe and proper techniques prior to offering such assistance. Such drivers shall also be prepared to deal with mechanical failures of lifts or other emergencies that may arise. An eight (8) hour training program will be completed.

RESPONSIBILITIES:

Responsibilities shall be as defined above.

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INSERT ORIGINAL FROM SEPARATE FILE (PICTURE ONLY)

Ohio Department of Aging (ODA) and Ohio Department of Transportation (ODOT)

Training Requirements

Funding Program	ODA TITLE III	ODA Passport	ODOT Rural Transit Program (Section 5311)	ODOT Specialized Transportation Program (Section 5310)
Requirement	Driver Requirements:	Driver Requirements:	Driver Requirements:	Driver Requirements:
First Aid and CPR	Certificate of completion for first aid & CPR training class *(173-3-02)*	Certificate of completion for first aid & CPR training class *(173-39-02.13)*	Certificate of completion for first aid and CPR training class *(March 10, 2006 letter)*	Certificate of completion of first aid and CPR training class *(March 10, 2006 letter)*
Defensive Driving Course	Completion of defensive driving course *(173-3-02)*	Completion of defensive driving course *(173-39-02.13)*	Defensive driving course is encouraged *(March 10, 2006 letter)*	Defensive driving course is encouraged *(March 10, 2006 letter)*
DRIVE or Passenger Assistance Course	Completion of DRIVE training course *(173-3-02)*	Completion of DRIVE training course *(173-3-02)*	Completion of some type of passenger assistance training within six months of hire *(Rural Transit Manual)*	Completion of some type of passenger assistance training within six months of hire *(March 10, 2006 letter)*
Bloodborne Pathogens	Not addressed, OSHA requirement	Not addressed, OSHA requirement	Completion of bloodborne pathogens training *(Rural Transit Manual)*	Completion of bloodborne pathogens training *(March 10, 2006 letter)*
Wheelchair securement training	Wheelchair securement and lift operation training *(173-3-02)*	Wheelchair securement and lift operation training *(173-39-02.13)*	Wheelchair securement training *(Rural Transit Manual)*	Wheelchair securement training *(March 10, 2006 letter)*
Drug and Alcohol Testing	Completion of a pre-employment drug and alcohol test *(173-3-02)*	Completion of a pre-employment drug and alcohol test *(173-39-02.13))*	Completion of pre-employment alcohol test *(March 10, 2006 letter)* Compliance with FTA drug & alcohol program as required, including training requirements.	Completion of a pre-employment drug & alcohol test *(March 10, 2006 letter)* Compliance with FMCSA drug & alcohol program as required including training requirements
Misc.	Training must be completed & certificates of completion must be received within 6 months of hire *(173-3-02)*	Training must be completed & certificates of completion must be received within 6 months of hire *(173-3-02)*	Training must be completed & certificates of completion must be received within 6 months of hire or sooner as prescribed for some types of training requirements *(Rural Transit Manual)*	Training & certificates of completion must be received within 6 months of hire *(March 10, 2006 letter)*

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POLICIES AND PROCEDURES MANUAL

CUSTOMER SERVICE

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Country Neighbor Program, Inc.
Policy Manual
P.O. Box 212, 39 S. Maple St., Orwell, OH 44076

SUBJECT: LIFT PROCEDURES	SECTION: CUSTOMER SERVICE
EFFECTIVE DATE: April 14, 2008	REPLACES:
APPROVED BY: Board of Directors	
APPROVAL DATE: April 14, 2008	

DIRECTIVE:

To comply with the Americans with Disabilities Act of 1990 in providing equal access to public transportation for persons with disabilities.

DEFINITIONS:

A "common wheelchair" is defined as one that does not exceed 30-inches in width and 48-inches in length measured two inches above the ground and does not weigh more than 600-pounds when occupied. Three-wheeled scooters and other non-traditional wheelchairs which fall within the before mentioned dimensions are also considered "common wheelchairs" and will be transported.

PROCEDURE:

It is the practice of Country Neighbor Program, Inc. to attempt to transport any mobility device regardless of shape and size. Special techniques may be required when providing door-to-door service for a passenger in a wheelchair. When assisting non-ambulatory passengers, please follow the procedure outlined below.

Positioning the Vehicle

- Ensure that the vehicle is parked on level ground and not leaning toward or away from the loading ramp.
- For stopping points close to structures, ensure adequate room for platform deployment and passenger maneuverability.
- Lift platform should rest on concrete or pavement when completely deployed. Avoid loading areas which are soft, wet, slippery, etc.

Lift Deployment

- Set the vehicle parking brake with the transmission in the PARK position and the engine running.
- *(If the vehicle is equipped with a fast-idle option, ensure the switch is ON.)*
- Open the lift door(s) and locate the controls.
- Ensure that the area is clear, and the passenger is a safe distance from the extended platform.
- Unfold the platform from the stowed position ensuring that, when extended, the lift is level with the ground.
- (If the lift is not level when fully extended, report the condition to the Transportation Supervisor for repair/maintenance.)
- Lower the platform to ground level until the roll stop unfolds to allow for loading.

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Loading/Unloading the Passenger

- Inform the passenger that loading will begin. It is important to communicate with the passenger at every point in the loading process to ensure that passengers are prepared for the movement of the lift and the necessary maneuvering inside the vehicle prior to securement.
- Always hold the wheelchair handles when raising and lowering the lift platform.
- Ensure that the passengers' arms and legs are kept as close to the body as possible to avoid injury during operation.
- Back the passenger onto the platform and secure the wheelchair brakes.
- (If the wheelchair is electric, ensure that the power is turned off and the transmission is in neutral.)
- If space permits, ride the lift platform with the passenger. If space is too restrictive, stand alongside the platform while raising and lowering the platform.
- Once the platform is level with the floor of the vehicle, release the wheelchair brakes and back the passenger into position for securement.
- Secure the chair as described in the Securement policy.
- Return the wheelchair to the stow position before setting the vehicle in motion.

Standees

- Country Neighbor Program, Inc. will allow ambulatory passengers to use the lift for boarding/exiting the vehicle if requested; a mobility device or aid is not required.
- Ensure that the passenger stands in the center of the platform and holds both handrails while the lift is in motion.
- Drivers must stand behind the passenger and ride the lift up when room permits.
- Follow the operation procedures described above.

Manual Operation

In the event of an electrical malfunction aboard the vehicle, it may be necessary to operate the lift manually by following these instructions:

(NOTE: The following instructions will need to be customized to reflect the appropriate manual operation instructions for the model of lift currently in use by your transit system)

- Locate the manual operation instructions on or near the pump cover.
- To load/unload a passenger from the vehicle using the manual method, locate the hand pump handle (During your Pre Trip Inspection always check to make sure the manual handle is present).
- Place the slotted end of the pump handle into the pump, release valve, and turn it counter-clockwise one-half turns.
- Let platform fully unfold until it reaches floor level then turn the pump release valve clockwise to stop the platform. The valve must be tight; making sure not to over tighten.
- Place the passenger on the lift platform within the yellow boundary markings and lock the wheelchairs brakes.
- Turn the pump release valve one-half turn counter clockwise until the platform reaches the ground and the roll stop fully unfolds.
- Release the wheelchairs brakes and move the passenger off the lift.
- To stow the platform back into the vehicle, insert the slotted end of the pump handle into the pump valve and turn it clockwise one-half turns. Remember not to over tighten the valve.
- Remove the pump handle from the release valve and place it into the back-up pump and stroke until the platform reaches floor level.

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(NOTE: Only Country Neighbor Program, Inc. personnel trained in the operation of wheelchair lift equipment are permitted to control the lift platform of any vehicle.)

Low ramp mini-vans

- Set the vehicle parking brake with the transmission in the PARK position and the engine running.
- *(If the vehicle is equipped with a fast-idle option, ensure the switch is ON.)*
- Open the lift door(s).
- Ensure that the area is clear and the passenger is a safe distance from the extended platform.
- Unfold the platform from the stowed position ensuring that, when extended, the lift is level with the ground.
- (If the lift is not level when fully extended, report the condition to the Transportation Supervisor for repair/maintenance.)
- Lower the platform to ground level ensuring that the roll stop unfolds to allow for loading.
- Back the passenger onto the platform and into position inside the vehicle, securing the wheelchair brakes when finished.
- (If the wheelchair is electric, ensure that the power is turned off and the transmission is in neutral.)
- Secure the wheelchair as described in the Securement policy.
- Return the ramp to the stow position.
- Close the lift door(s).

RESPONSIBILITIES:

The Transportation Supervisor is responsible for ensuring all drivers are trained in the procedure.

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Country Neighbor Program, Inc.
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SUBJECT:	PERSONAL CARE ATTENDANTS	SECTION:	CUSTOMER SERVICE
EFFECTIVE DATE:	April 14, 2008	REPLACES:	
APPROVED BY:	Board of Directors		
APPROVAL DATE:	April 14, 2008		

DIRECTIVE:

To provide guidance to persons requiring an accompanying personal care attendant during transit provided trips.

DEFINITIONS:

Personal Care Attendant (PCA) – Persons eligible under Americans with Disabilities Act (ADA) regulations must be allowed a personal care attendant. A PCA is someone designated or employed specifically to help the eligible individual meet his or her personal needs.

PROCEDURE:

A disabled passenger may have one (1) personal care attendant (PCA) ride with them at no charge.

To ensure sufficient seating capacity, the passenger should inform the Scheduler when making a reservation that a personal care attendant is required and will be accompanying the passenger.

The PCA is expected to care for the passenger while en route to the destination.

The PCA must furnish any care over and above routine passenger assistance provided by the Driver.

Use of the PCA is the discretion of the passenger.

RESPONSIBILITIES:

It is the responsibility of the Transportation Supervisor and Driver to ensure compliance with this procedure.

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Country Neighbor Program, Inc.
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SUBJECT: SERVICE ANIMALS		SECTION: CUSTOMER SERVICE
EFFECTIVE DATE:	April 14, 2008	REPLACES:
APPROVED BY:	Board of Directors	
APPROVAL DATE:	April 14, 2008	

DIRECTIVE:

To provide guidelines for the transport of service animals on transit vehicles.

DEFINITIONS:

Service Animal - The ADA defines a service animal as any guide dog, signal dog, or other animal individually trained to work or perform tasks for an individual with a disability. If they meet this definition, animals are considered service animals under the ADA regardless of whether they have been licensed or certified by a state or local government.

Service animals perform some of the functions and tasks that the individual with a disability cannot perform for himself or herself. "Seeing eye dogs" are one type of service animal, used by some individuals who are blind. This is the type of service animal with which most people are familiar. There are service animals that assist persons with other types of disabilities in their day-to-day activities. Some examples include:

- Alerting persons with hearing impairments to sounds.
- Pulling wheelchairs or carrying and picking up things for persons with mobility impairments.
- Assisting persons with mobility impairments with balance.

PROCEDURE:

Service animals are permitted to accompany individuals with disabilities in the vehicles and agency facilities. Animals may not occupy a seat in any public conveyance; the dog must be leashed while using the facilities of a common carrier. The passenger must always be in direct control of the service animal.

It is the responsibility of the passenger to inform the scheduler when scheduling a ride that a service animal will be present. This information is then relayed to the driver through a notation on the manifest.

Transportation Supervisor may ask the following questions:
Is the animal a pet or a service animal?
What service has the animal been trained to perform?

Dispatchers/Drivers may NOT ask the following questions:
What is the passenger's disability?
Does the passenger have proof of certification or other documentation for the service animal?

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If a situation occurs, contact the Transportation Supervisor immediately for further direction concerning animals.

RESPONSIBILITIES:
It is the responsibility of the Transportation Supervisor to ensure compliance with this procedure.

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Country Neighbor Program, Inc.
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SUBJECT:	TRIP DENIALS	SECTION:	CUSTOMER SERVICE
EFFECTIVE DATE:	April 14, 2008	REPLACES:	
APPROVED BY:	Board of Directors		
APPROVAL DATE:	April 14, 2008		

DIRECTIVE:

To comply with Americans with Disabilities Act of 1990, a trip denial log will be maintained in order not to deny service to an individual with disabilities solely because the individual's disability results in appearance or involuntary behavior that may offend, annoy, or inconvenience employees of the agency or passengers.

DEFINITIONS:

Trip Denial – In a demand response system, a trip denial occurs when a passenger's trip request cannot be accommodated due to capacity constraints. Trip times may be negotiated with the passenger within one hour prior or one hour past the requested time. If the requested trip can only be accommodated outside of this "window," it is a trip denial.

PROCEDURE:

All trip denials shall be logged using the attached form.

Trip denials will be compiled quarterly and submitted to ODOT as required.

RESPONSIBILITIES:

It is the responsibility of the Transportation Supervisor to ensure compliance with this procedure.

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POLICIES AND PROCEDURES MANUAL

MAINTENANCE

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Country Neighbor Program, Inc.
Policy Manual
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SUBJECT: PREVENTATIVE MAINTENANCE SECTION: MAINTENANCE

EFFECTIVE DATE: April 14, 2008 REPLACES:
APPROVED BY: Board of Directors
APPROVAL DATE: April 14, 2008

DIRECTIVE:

To establish a quality preventive maintenance program that will ensure safe, reliable vehicles and will lower operations cost.

PROCEDURE:

Each driver is responsible for reporting to the Transportation Supervisor when any preventive maintenance is necessary (i.e. oil changes, squeaky brakes, non-operating lights, etc.). This should be done on an Inspection sheet turned in daily.
A sticker stating the mileage when the next oil change is required will be in the upper left-hand corner of the windshield. Driver must monitor the mileage.

See Country Neighbor Program, Inc. Provider's maintenance plan for individual vehicle's preventive maintenance schedule.

The Transportation Supervisor will log all maintenance activities into the individual vehicle maintenance log. The log includes activity performed, date of maintenance activity, and mileage of the vehicle at the time of each maintenance activity as well as total parts and labor cost. All preventive maintenance and repairs to lifts and ramps must be documented on the vehicle's maintenance log.

RESPONSIBILITIES:

Drivers are responsible for reporting all preventive maintenance requests as they arise. The Transportation Supervisor is responsible for scheduling and logging all maintenance performed.

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Country Neighbor Program, Inc.
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SUBJECT: DAILY PRE-TRIP INSPECTIONS SECTION: MAINTENANCE

EFFECTIVE DATE: April 14, 2008 REPLACES:
APPROVED BY: Board of Directors
APPROVAL DATE: April 14, 2008

DIRECTIVE:

To ensure all vehicles in operation are safe and in good condition.

DEFINITIONS:

Pre-trip Inspection is a thorough vehicle inspection completed before a vehicle is put into revenue service.

PROCEDURE:

Example 1

All drivers are required to perform a pre-trip inspection of any vehicle to be used in revenue service. The pre-trip inspection must be performed at the beginning of each driver shift prior to departure from Country Neighbor Program, Inc. facilities.

If a driver reports for duty and is assigned a vehicle inspected by a different driver at an earlier point in the day, that driver must still perform the daily pre-trip inspection. Likewise, if a driver is assigned a second (or more) vehicle to complete a daily shift, a pre-trip inspection must be performed on each vehicle driven for revenue service.

Country Neighbor Program, Inc. will provide a pre-trip inspection form that each driver is required to complete before beginning a daily shift or before beginning use of a newly assigned vehicle. The pre-trip inspection form is to be turned in immediately following the inspection for supervisor review.

The pre-trip inspection will be part of all new driver orientation and training. A refresher course will be conducted every two years to ensure all drivers are familiar with the process and to ensure that all vehicles are given the most thorough inspection possible.

As required by ADA regulations, all lifts must be cycled during the pre-trip inspection. Any problems with the operation of the lift must be reported immediately to the Supervisor on duty.

All vehicle defects are to be recorded on the pre-trip inspection form. Any defects that affect the operational safety of the vehicle are to be reported immediately to the supervisor, the

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dispatcher on duty, or management so arrangements can be made to repair the defect immediately.
Drivers are never to operate a vehicle with questionable safety issues.

The Transportation Supervisor will ensure pre-trip inspections are being completed via the Monitoring Memo process. Prior to the start of a driver shift, the Transportation Supervisor will place a 4"x 6" placard in an area of the vehicle included in the pre-trip inspection process. When discovered, the driver is to return the placard along with the inspection form and indicate where the placard was discovered.

RESPONSIBILITIES:

Responsibilities as defined above.

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Country Neighbor Program, Inc.
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SUBJECT: VEHICLE CLEANING	SECTION: MAINTENANCE
EFFECTIVE DATE: April 14, 2008	REPLACES:
APPROVED BY: Board of Directors	
APPROVAL DATE: April 14, 2008	

DIRECTIVE:

To ensure that all vehicles are cleaned on a regular schedule in order to present a positive image in the community.

PROCEDURE:

All vehicles will be cleaned on the inside on a daily basis and the outside on a weekly basis. It is the primary responsibility of the driver to assure that their vehicle is cleaned daily on the inside.

Drivers may be asked to clean exteriors of vehicles during downtime. Cleaning supplies will be available from the office. It is the responsibility of the Transportation Supervisor to assure cleaning supplies are available.

Drivers may be given tokens to wash the vehicle at the local car wash. (Token dispensing procedure will be followed.) Not all of Country Neighbor Program, Inc. vehicles can be washed at the local car wash.

If a vehicle is extremely dirty between scheduled cleanings due to weather conditions, construction, or other unforeseen reasons, the driver should inform the Transportation Supervisor.

Random inspect of vehicles will be conducted by office staff. Failure to maintain a vehicle's cleanliness could result in disciplinary action.

RESPONSIBILITIES:

Responsibilities as defined above.

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POLICIES AND PROCEDURES MANUAL

DISPATCHING & RADIO

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Policy Manual
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SUBJECT: VEHICLE AM/FM RADIO	SECTION: DISPATCHING & RADIO
EFFECTIVE DATE: April 14, 2008	REPLACES:
APPROVED BY: Board of Directors	
APPROVAL DATE: April 14, 2008	

DIRECTIVE:

To provide guidance on the appropriate use of the AM/FM radio in transit vehicles.

PROCEDURE:

The vehicle's radio cannot be played while the vehicle is in service.

RESPONSIBILITIES:

Drivers are responsible for ensuring compliance with this policy.

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POLICIES AND PROCEDURES MANUAL

RECORD KEEPING

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Country Neighbor Program, Inc.
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SUBJECT: DATA DEFINITIONS SECTION: RECORD KEEPING

EFFECTIVE DATE: April 14, 2008 REPLACES:
APPROVED BY: Board of Directors
APPROVAL DATE: April 14, 2008

DIRECTIVE:

To ensure that ODOT's most current data definitions are used to track and report data.

DEFINITIONS:

Actual Revenue Miles of Service (ARMS) - The miles that vehicles travel while in revenue service. Actual revenue miles exclude: deadhead, operator training, maintenance, testing, school bus service, and charter services.

Total Miles of Service (TMS) - The total miles that a vehicle travels from when the vehicle leaves the transit facility until the vehicle returns to the facility. This does include deadhead time and actual revenue miles as defined in ARMS. Total miles of service exclude: operator training, maintenance, testing, school bus service, and charter services.

Passenger Trips - The number of passengers who board public transportation vehicles. Passengers are counted each time they board vehicles no matter how many vehicles they use to travel from their origin to their destination. Passenger trips include Personal Care Attendants (PCA), transfers, and non-paying passengers. Passenger trips exclude service animals, meals, and packages.

Trip Denials - In a demand response system, a trip denial occurs when a passenger's trip request cannot be accommodated due to capacity constraints. Trip times can be negotiated with the passenger as long as the new trip time does not go beyond one hour prior or one hour past the requested time. Even if the trip can be accommodated outside of this "window," it is a trip denial.

Road Calls – Any situation which requires assistance for maintenance is considered a road call and must be reported as such. Assistance is defined by a mechanic or support personnel meeting the vehicle in route or at a layover point, e.g. to switch a vehicle on a route, replace a headlight, check low tire pressure or repair a malfunctioning passenger ramp/door.

PROCEDURE:

Each driver will be required to document information used to report data correctly and completely on the driver's manifest.

The Executive Director will be responsible for developing a method of capturing data using ODOT's definitions.

All transit providers used to provide service must report data using the most current ODOT-approved definitions.

The Executive Director will provide training to all transit providers and drivers on data definitions.

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RESPONSIBILITIES:

Responsibilities shall be defined as above.

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Country Neighbor Program, Inc.
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SUBJECT:	MONTHLY/ANNUAL STATISTICS AND REPORTING	SECTION:	RECORD KEEPING
EFFECTIVE DATE:	April 14, 2008	REPLACES:	
APPROVED BY:	Board of Directors		
APPROVAL DATE:	April 14, 2008		

DIRECTIVE:

To capture data on a monthly basis to be used for service evaluations.

PROCEDURE:

The Transportation Supervisor will maintain vehicle revenue and service miles, vehicle revenue and service hours, contract and general public trips, and trip denials on a monthly basis.

All monthly reporting statistics will be used for the following purposes:

- To determine trends or patterns for planning purposes;
- To determine if goals and objectives related to service are being met;
- The monthly statistics will be used to compile reports to ODOT, as required;
- To calculate performance measures including passengers per hour, cost per trip, cost per mile, and cost per hour; and
- To compare and evaluate the progress of service from previous months.

Annual statistics will be used to compare and evaluate the progress of service from previous years.

Annual statistics will be used for planning purposes.

RESPONSIBILITIES:

The Transportation Supervisor is responsible for maintaining monthly and annual statistical reports.

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Administration policy handbook

Country Neighbor Program, Inc.
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SUBJECT:	DRUG AND ALCOHOL RECORDS	SECTION:
EFFECTIVE DATE:	April 14, 2008	REPLACES:
APPROVED BY:	Board of Directors	
APPROVAL DATE:	April 14, 2008	

DIRECTIVE:

To ensure compliance with 49 CFR Parts 40 and 655, which govern the maintenance and storage of all drug and alcohol testing records for agencies receiving funding through the Federal Transit Administration.

PROCEDURE:

All drug and alcohol testing records must be maintained in a file separate from all other employee files and stored in a secure location (i.e. locked file cabinet).

The following drug and alcohol testing records must be maintained for a minimum of five (5) years from the date of creation:

(1) Covered employee verified positive drug and alcohol test results;
(2) Documentation of refusals to take required drug or alcohol tests;
(3) Covered employee referrals to the Employee Assistance Program;
(4) Employer reports from Employee Assistance Program; and

The following drug and alcohol testing records must be maintained for the indicated timeframe:

(1) All drug and alcohol test results obtained from previous employers for new hirers or transfers into safety-sensitive positions for a minimum of three (3) years.
(2) All records of the collection process and employee training for a minimum (2) years.

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(3) All negative drug and alcohol test results for a minimum one (1) year.

RESPONSIBILITIES:

The Country Neighbor Program, Inc. Administrative Assistant/Human Resources Manager will maintain all required drug and alcohol testing records.

Administration Hand Book only:

Country Neighbor Program, Inc.
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SUBJECT:	PROCUREMENT	SECTION:
EFFECTIVE DATE:	April 14, 2008	REPLACES:
APPROVED BY:	Board of Directors	
APPROVAL DATE:	April 14, 2008	

DIRECTIVE:

To establish general guidelines for the procurement of goods or services.

DEFINITIONS:

Most goods and/or services to be procured can be classified into one of six major categories which are especially useful in selecting the most appropriate procurement method or type. Each of these is described below. In the event that certain goods and/or services to be procured do not conveniently fit into the categories below, or the category simply does not appear to have reasonable procurement procedures for the goods and/or services desired, further advisory assistance shall be obtained. The classification system and procurement procedures presented herein are only intended as useful guidelines and shall be applied with appropriate discretion.

Construction – Construction is intended to mean construction, rehabilitation, improvement, enlargement, installation, demolition, alteration, repair, painting, decorating, or any similar activity as regards to any public improvement, structure, or fixed asset.

Equipment and Supplies – Equipment and supplies are intended to mean the purchase (or lease) of any equipment or supplies within the conventional meaning of equipment or supplies. It is also intended to mean the repair, rehabilitation, installation or transport of equipment or supplies. (The repair, installation or other procurement activities related to major capital equipment, or fixed assets, however, might need to be evaluated as to whether or not it involves requirements regarding prevailing wages for construction, as also would any construction materials, equipment or supplies.)

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Professional Activities, Product Oriented – Professional activities are intended to include the services of accountants, architects, attorneys, physicians, professional engineers or surveyors, appraisers, planning consultants or similar persons, or organizations. Product oriented professional activities are intended to mean services in which a somewhat standardized, well-defined product, such as plans and specifications for the construction of a storage building, is desired, or the appraisal of the fair market value of a certain parcel of real estate based on generally accepted appraisal standards. A product oriented professional service is one in which the service can be well defined at or before the time a service contract is executed with little need for further communication between the parties involved.

Professional Activities, Service Oriented – Service oriented professional activities are intended to mean professional services, as are generally described above, which cannot be well defined at

or before the time a service contract is executed and in which the quality of the outcome depends significantly on frequent interaction between the parties involved. Examples might include legal advisory services where the full nature of the legal problems is not readily apparent. Service oriented professional activities might also include the preparation of plans and specifications for the construction (or rehabilitation) of a building or other public improvement, but only where the quality of the outcome depends significantly on the architect or engineer working closely with his/her client on a variety of needs or problems which can only become apparent as different stages of the project go forward. In each of these cases it is the service which is to be provided before, during and/or after any product is prepared which is most important.

Sole Source – Sole source procurement of goods or services is intended to mean goods or services which by their very nature can only be reasonably provided by one person, company or organization. This is intended most frequently to mean suppliers of replacement or supplemental parts for products or equipment owned or leased by the local governmental jurisdiction where the source is limited to s single supplier (within reasonable proximity).

Emergencies – Emergency types of procurement could include any of the above which are needed in such haste that the normal procedures are not possible and for which the estimated cost is less than $15,000. In such case the Executive Director with money already appropriated or to be appropriated must make a determination that a real and present emergency exists and such determination and the reasons therefore must be entered in the minutes of the proceedings of the Board of Directors meeting. The $15,000 limit does not apply when there is actual physical disaster to structures.

PROCEDURE:

The procurement methods or types as described below are intended as general guidelines for procurement and are not expected to always be 100% suitable without appropriate refinements or exceptions. In any instance, if it is determined that these guidelines do not fully meet the provisions of the Ohio Revised Code, the Ohio Revised Code shall prevail unless local policy is more stringent. Likewise, it is always necessary to determine all additional provisions which must be met.

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The primary purpose of these guidelines is to provide reasonable and normally consistent procedures for selecting a method of procurement for goods and services which are not covered by the Ohio Revised Code, with the purpose of providing maximum open and free competition in an administratively practical and efficient manner.

Competitive, Advertised Sealed Bids – In this method of procurement, Country Neighbor Program, Inc. will follow all the requirements of the public bidding procedures of the Ohio Revised Code as it applies to counties.

Competitive Negotiations, Requests for Proposals (RFP) – RFPs are intended to be used primarily to procure for professional services where the service can be well defined before the time a service contract is to be executed and such service involves the preparation of a product which in and of itself is more important than the process or service which was used to result in

the product. The RFP procurement method places a strong emphasis on obtaining a contract at the lowest possible cost although it still allows moderate consideration to be given to other factors and it still allows some negotiation. It is very important in requests-for-proposals to have a well defined, itemized scope of services to which prospective proposer can response.

The request for proposal process, at a minimum, must include all of the following:

- ✓ A formal RFP packet which contains all information necessary for a prospective proposer to submit a competitive proposal, especially including a well-defined, itemized scope of services and clear statements regarding other expectations from the professional service provider.
- ✓ The proposal and all associated costs must be in separate packets.
- ✓ A deadline for submission of a written price quotation and other information and reasonable procedures to assure confidentiality of the quote until the deadline.
- ✓ A list of potential service providers who were contacted and invited to submit proposals and, if not otherwise readily apparent, a statement explaining why such persons/firms were chosen. Normally 3-5 persons/firms shall be contacted. If more than 5 persons/firms are to be considered they will first be screened to the 3 to 5 number on the basis of a request-for-qualifications procurement procedure.
- ✓ A resolution by the Governing Board awarding the contract to the selected service provider which states the names and price quotations of all proposals received, the results of any negotiations which were conducted, and an explanation of why the contract was awarded to anyone who was did not submit the lowest proposal.

Competitive Negotiations, Requests for Qualifications (RFQ) – Requests for qualifications is intended to be used primarily to procure for professional services where the service cannot be well defined before the time a service contract is to be executed and where it is the service which is to be provided before, during, and/or after any product is prepared which is most important.

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The RFQ procurement method places a strong emphasis on the qualifications of the service provider and allows maximum flexibility in negotiation of a fair basis for cost/compensation. It is very important in RFQs to allow for a wide variety of selection criteria and subjective judgment. Final selection shall normally be made directly by the Executive Director rather than delegating such responsibility to anyone else and the Governing Board members shall make a strong effort to be aware of the important factors involved. Procurement under the RFQ method may be conducted on an as needed basis, once per year, or once every two or three years. Qualifications shall be solicited by public advertising or by mail, or both, but in any case the Executive Director shall retain a file of all qualifications (and letters of interest) received, whether solicited or unsolicited, for a minimum of three years from which to consider possible service providers.

The request for qualifications process, at a minimum, must include all of the following:

- ✓ An invitation of RFQ which clearly states the professional services being or to be considered and the process necessary to submit such qualifications or other information, published and/or distributed to a minimum of three of each type of service provider at least once every three years.

- ✓ A public file containing all such qualifications and other information received, whether solicited or unsolicited, in the past three or more years.

- ✓ A list of potential service providers who were contacted (if public advertising was not used) and invited to submit qualifications and, if not otherwise readily apparent, a statement as to why such persons/firms were chosen.

- ✓ A Governing Board awarding the contract to the selected service provider, stating the primary reason or reasons such person/firm was selected and how the agreed upon basis for compensation was determined.

Small Purchase Procedures, Request-for-Quotes, Formal – Formal requests-for-quotes is intended to represent a procurement process which fairly similar to advertised, sealed bids but which allows moderate flexibility. The advantages of such flexibility are intended to allow some savings in time, to allow "targeting" of certain groups of contractors to achieve other worthwhile benefits (e.g. small businesses, minority businesses, or local businesses), and/or to allow the elimination of certain ORC required documents or procedures (e.g. performance bonds) where such items are not really needed.

The formal request for quotes process, at a minimum, must include all of the following:

- ✓ A formal, written quote packet setting forth all plans, specifications and contract documents.

- ✓ A deadline for submission of a written price quotation and reasonable procedures to assure confidentiality of the price quotation until after the deadline.

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- ✓ A list of contractors who were contacted and invited to submit price quotations and, if not otherwise readily apparent, a statement explaining why such contractors were chosen. Normally at least 3 contractors shall be contacted.

- ✓ A resolution passed by the Board of Directors authorizing a specific person to conduct the procurement process, indicating that such person is authorized to negotiate a reduction in price or other terms of the proposed contract after all quotes are received, indicating why it is expected that the cost will be less than $15,000 indicating the approximate time frame for the procurement process, and stating that the Board reserves the right to reject any /all bids/quotes.

- ✓ A written statement from the specific person named above that he/she has completed the procurement process, summarizing any negotiations which were conducted with any bidder after all quotes were received, and recommending to whom the contract should be awarded and why.
- ✓ The Board of Control will award the bid/contract to the selected contractor, stating the names and price quotations of all contractors who submitted same, stating the results of any negotiations which were conducted to decrease the price quotations or change other terms of the proposed contract after the original quotes were received, and explaining why the bid/contract was awarded to anyone who was not the lowest bidder. No bid/contract shall be awarded if the price/quote exceeds $15,000.

Small Purchase Procedures, Request for Quotes, Informal – Informal-requests-for-quotes is intended to represent a procurement process which allows even more flexibility than the formal requests-for-quotes process but still assures a reasonable amount of open and free competition. The informal request for proposal process, at a minimum, must include all of the following:

- ✓ A written, informal quote packet to include all plans and specifications which are needed to perform the contract plus an outline of all additional pertinent information about the intended quote process and contract. All such information shall be communicated to any prospective bidder. In very "simple" procurement activities, all information may be provided verbally to prospective bidders.

- ✓ A list of contractors who were contacted and invited to submit price quotations and, if not otherwise readily apparent, a statement explaining why such contractors were chosen. Normally at least 3 contractors shall be contacted.

- ✓ A written statement from a person informally authorized by the county to conduct this process indicating that he/she has completed an informal request for quotes process as described herein and recommending to whom the contract should be awarded and why.

- ✓ A notice given by the Board of Control awarding the contract to the selected contractor, explaining why the contract was awarded to anyone who was not the lowest bidder, and indicating why it was expected that the cost would be less than $15,000 (except in the latter case for sole source procurements).

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Noncompetitive Negotiations. Informal Procurement – Informal procurement procedures are intended to consist of whatever procedures the XYZ Transit Provider deems reasonable for the goods or services needed. If not otherwise described in the Resolution of the Board to enter into the subject contract and approve a purchase order, a Memo-to-the-file will be prepared and retained which explains how the contractor was selected and a reasonable price determined.

MICRO PURCHASES (Under $500.00)

The Country Neighbor program, Inc. must ensure the budget is sufficient before the purchase is made.

Purchase under $500 can be made at the discretions of the Executive Director.

Micro purchases may be made without obtaining competitive quotes so long as the price is fair and reasonable as evidenced by minimal supporting documentation (i.e. catalogue or price lists).

RESPONSIBILITIES:

Responsibilities shall be as defined above.

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Administration handbook only

Country Neighbor Program, Inc.
Policy Manual
P.O. Box 212, 39 S. Maple St., Orwell, OH 44076

SUBJECT:	PROCUREMENT PROTEST POLICY	SECTION:
EFFECTIVE DATE:	April 14, 2008	REPLACES:
APPROVED BY:	Board of Directors	
APPROVAL DATE:	April 14, 2008	

DIRECTIVE:

To provide guidance in allowing any potential bidder or contractor a remedy for correcting a perceived wrong in the procurement process.

PROCEDURE:

Pre-bid

A pre-bid or solicitation phase protest is received prior to the bid opening or proposal due date. Pre-bid protest must be filed with the Country Neighbor Program, Inc. no later than twenty-four hours before bid opening. This filing must be in writing with the name of the protestor, solicitation/contract number or description, and the statement of grounds for the protest.

Pre-award

A pre-award protest is received after receipt of proposals or bids, but before award of a contract. A pre-award protest must be filed within two business days following the bid opening. This filing must be in writing with the name of the protestor, solicitation/contract number or description, and the statement of grounds for the protest.

Post-award

A post-award protest is received after award of the contract. A post-award protest must be filed within seven business days following the award of the contract. This filing must be in writing with the name of the protestor, solicitation/contract number or description, and the statement of grounds for the protest.

All protests must be submitted to:
Country Neighbor Program, Inc.
Attn: Executive Director
P.O. Box 212
Orwell, OH

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The Transit Director will respond to all protests in writing, addressing each substantive issue raised in the protest. Response will be made within seven business days after receiving the protest. A copy of the response will be forward to the Governing Board.

Vendors may appeal the final determination to the funding agency.

Country Neighbor Program, Inc.
Policy Manual
P.O. Box 212, 39 S. Maple St., Orwell, OH 44076

SUBJECT:	TRIP CANCELLATION POLICY	SECTION:	
EFFECTIVE DATE:	April 14, 2008	REPLACES:	
APPROVED BY:	Board of Directors		
APPROVAL DATE:	April 14, 2008		

DIRECTIVE:

To establish a consistent cancellation timeframe.

PROCEDURE:

The scheduled trip must be cancelled at least two (2) hours prior to the scheduled pick up time. Cancellations made less than two (2) hours prior to the scheduled pick up time will be considered a no-show. Three (3) cancellations within a thirty (30)-day period may result in suspension of riding privileges for up to thirty (30) days. An appeal process as stated in the Suspension of Services Appeals Policy (Customer Service Section, Page 93) will be included in the letter of suspension.

RESPONSIBILITIES:

It shall be the responsibility of the Transportation Supervisor to ensure compliance. The Transportation Supervisor may grant exceptions under extenuating or unusual circumstances.

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Country Neighbor Program, Inc.
Policy Manual
P.O. Box 212, 39 S. Maple St., Orwell, OH 44076

SUBJECT: TRIP DENIALS		SECTION:
EFFECTIVE DATE:	April 14, 2008	REPLACES:
APPROVED BY:	Board of Directors	
APPROVAL DATE:	April 14, 2008	

DIRECTIVE:

To comply with Americans with Disabilities Act of 1990, a trip denial log will be maintained in order not to deny service to an individual with disabilities solely because the individual's disability results in appearance or involuntary behavior that may offend, annoy, or inconvenience employees of the agency or passengers.

DEFINITIONS:

Trip Denial – In a demand response system, a trip denial occurs when a passenger's trip request cannot be accommodated due to capacity constraints. Trip times may be negotiated with the passenger within one hour prior or one hour past the requested time. If the requested trip can only be accommodated outside of this "window," it is a trip denial.

PROCEDURE:

All trip denials shall be logged using the attached form.

Trip denials will be compiled quarterly and submitted to INDOT as required.

RESPONSIBILITIES:

It is the responsibility of the Scheduler and Transit Director to ensure compliance with this procedure.

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Exhibit II
(Fee Schedule)

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Country Neighbor Program

Rate / Fee Schedule and Definitions:

Rate Type:	Rate Amount:	Definition Specifications:
Unit Cost Per Mile:	$ 2.15	Country Neighbor charges a flat, per mile fee of $2.15. 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	$ 2.15	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.

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Keith Faber
Ohio Auditor

Certified Search for Unresolved Findings for Recovery

OHIO AUDITOR OF STATE
KEITH FABER

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

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

Auditor of State - Unresolved Findings for Recovery Certified Search

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: **9/8/2023 10:45:49 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.

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Signature Page

Agreement Title: JFS Contracts 2023

#24-1001-TANF	#24-2001-XX	#24-3001-ERT	#24-3010-HRT
#24-1003-TANF	#24-2002-XX	#24-3002-HRT	#24-3011-ERT
#24-1004-TANF	#24-2003-XX	#24-3003-ERT	#24-3012-HRT
#24-1005-TANF	#24-2004-XX	#24-3004-HRT	
#24-1006-TANF	#24-2005-XX	#24-3005-ERT	
#24-1007-TANF	#24-2006-XX	#24-3006-HRT	
#24-1008-TANF	#24-2007-XX	#24-3007-ERT	
#24-1009-TANF		#24-3008-HRT	
#23-5001-TANF-Amendment #1		#24-3009-ERT	

Approved as to Legal Form Only:

By: _____
Colleen M. O'Toole
Ashtabula County Prosecutor

Date: 9/6/23

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Contract No.: 24-3006-HRT

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 2023 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 **$91,308.75**, and free from any previous encumbrances.

Agreement Title: A **Health Related Transportation Contract** between **Ashtabula County Job & Family Services** and **County Neighbor Program, Inc.**

DocuSigned by:

181F4CE35A6C459...

David Thomas
Ashtabula County Auditor

Date: 9/13/2023

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PURCHASE OF TRANSPORTATION SERVICE CONTRACT FOR HUMAN SERVICE PROGRAMS

Contract # 24-3005-ERT

This contract made and entered into on the 1st day of **October 2023** 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, 2023,** through **September 30, 2024,** 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

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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.

The funding for this Subgrant Agreement utilizes Federal funds awarded to County which are so identified as follows:

Federal Award Project Description: FFY 2024 Transportation

Name of Federal Awarding Agency: Department of Health and Human Services

Catalog of Federal Domestic Assistance (CFDA): OWF, PRC CCMEP 93.558; SNAP ET/ABAWD, SNAP ET, LEAP 10.561

Federal Award Identification Number (FAIN): Not available at this time

Federal Award Date of Award to the Recipient by the Federal Agency: October 1, 2023

Is the Award Research and Development: No

Indirect Cost Rate for the Federal Award (if applicable) (including if the de minimis rate is charged per 2 CFR 200.414 and 45 CFR 775.414): Not applicable as indirect costs are not charged to this agreement

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:

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- 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.

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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

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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

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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.

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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.

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

SIGNATURES:

DocuSigned by:
FB74060D0EAC4B8...
Patrick J. Arcaro, Executive Director
Ashtabula County Job & Family Services

09/08/23
Date

DocuSigned by:
Barbara Klingensmith
9AC9C4BA074947A...
Country Neighbor Program, Inc.

9/13/2023
Date

DocuSigned by:
Casey Kozlowski
3E6154CBF4DA44C...

DocuSigned by:
8CC3D2025A6D44F...

9/20/2023
Date

DocuSigned by:
Kathryn Whittington
72C9CAC40E3D4A8...
Ashtabula County Board of Commissioners

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Exhibit I
(Program Description)

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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 13, 2023

RFP Number:

ACJFS RFP #4-23

DocuSign Envelope ID: 61A7AE5A-A382-40C3-9982-63BD4300C2D3

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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 10-1-21 to 9-30-22, 31,041 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.

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II. RFP Schedule and Submission Information:

RFP Schedule of Important Dates:

RFP Release	Date: 6-13-23
Question Period Begins	Date: 6-13-23
Pre-Proposal Conference	Date: 6-26-23 @ 10:00 a.m.
Question Period Ends	Date: 6-26-23 @ 4:00 p.m.
Proposals Due to Ashtabula County Board of Commissioners	Date: 7-14-23 @ 2:30 p.m.
Agreement Effective Date	Date: 10-1-23

Pre-Proposal Conference:

A pre-proposal conference will be held on June **26, 2023,** 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 6-26-23 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 7-14-23 and clearly marked with the applicant's name, address and RFP number:

ACJFS RFP #4-23

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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.

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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.

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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.

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(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 60 minutes 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.

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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. ACJFS may reject any and all proposals of providers/vendors that have a finding for recovery issue and/or issue that has not been resolved on the State Finding for Recoveries site, in accordance with 5101:9-4-07 (B) (9) of the OAC.

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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 **10-1-23 through 9-30-24**.

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.

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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.
9. Copeland "Anti-Kickback" Act
10. Davis-Bacon Act
11. Contract Work Hours and Safety Standards Act, sections 3702 and 3704
12. "Rights to Inventions" clause 37 CFR part 401
13. Federal Water Pollution Control Act
14. Solid Waste Disposal Act
15. Sanctions and penalties implemented due to administrative, contractual, or legal violations or breach of contract terms.

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)).

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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): _____

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 7, 2023

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ACJFS #4-23

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

DocuSign Envelope ID: 61A7AE5A-A382-40C3-9982-63BD4300C2D3

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 169,876.75 miles of Health-Related Transportation at a unit rate of $2.15 and 2,430.25 miles of Employment-Related Transportation at a unit rate of $2.15 per mile for the period of October 1, 2023, through September 30, 2024. We are requesting a 2.9% rate increase from $2.09 to $2.15 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 2022 through June 2023, 65% of the HRT trips Country Neighbor provided were shared saving $179,062.53 in NET dollars.

At this time, call slips are forwarded to our Transportation Unit via email from the Transit Unit of ACJFS. 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 other riders are on the trip 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 dialysis transportation on Sundays and holidays, when necessary.

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2. Provider Experience

Country Neighbor has been providing transportation as discussed in the service specifications for well over 41 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 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 (5) lift vehicles. The modified minivans have 1 wheelchair position, 1 of the lift vans have 3 wheelchair positions and 4 have 2 positions.

We are waiting delivery of 2 new transit vans later this year which were awarded through a grant by the Ohio Department of Transportation.

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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.

To determine the definition of "excessive" wait time is difficult as each situation is unique in itself. For example, if we take three passengers to Cleveland for three different appointments within a two-hour window of each other, the wait time may look very different from three passengers waiting in Ashtabula which you can get to much quicker. In the first example, they may wait on each other for a total three window whereby in the second scenario, waiting two hours may be excessive.

Our transit unit always notifies the passengers ahead of time when waiting for periods of time may occur.

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 ACJFS 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 ACJFS. 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 ACJFS 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

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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 ACJFS.

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 is to Geauga, Ashtabula, Cuyahoga and Trumbull Counties.

ERT is generally within the county, but we have the capacity to go out of the 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 assistance, rental/utility assistance, socialization, senior companionship, summer meals for children, recreational, educational, 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 24 food pantries, 4 soup kitchens/senior feeding sites, and 2 shelters located throughout Ashtabula County. In 2022, we distributed over 1.3 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 meet one time per month, generally the last Monday of each month. ***(List attached)***

An Organizational Chart is attached.

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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.

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 receptionist is not available. Responsible for the daily data collection/entry into the database, compilation of client files, and service logs.

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 Transportation Supervisor 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

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

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COUNTRY NEIGHBOR PROGRAM, INC.
2023 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

Jim Long, Secretary/Treasurer
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

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

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

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, 2023
Term Ends: January, 2026
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, 2023
Term Ends: January, 2026
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

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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

Randy Gentry
PO Box 1382
Andover, OH 44003
Law Enforcement
Work:
Mobile: 440-645-3543
Term Begins: January, 2023
Term Ends: January, 2026
Date Elected: September 28, 2015
Email rlgentry97@gmail.com

Daniel Claypool
5239 Lake W Road, Unit 306
Ashtabula, OH 44004
Retired: Law Enforcement
Mobile: 440-969-4913
Term Begins: January, 2023
Term Ends: January, 2026
Date Elected: June 5, 2023
Email: dclaypool@roadrunner.com

Member Emeritus:

Carl Plickert
87 Staley Road
Orwell, OH 44076
Retired (Kennametal)
Date Elected: January, 1997

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ACJFS #4-23

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

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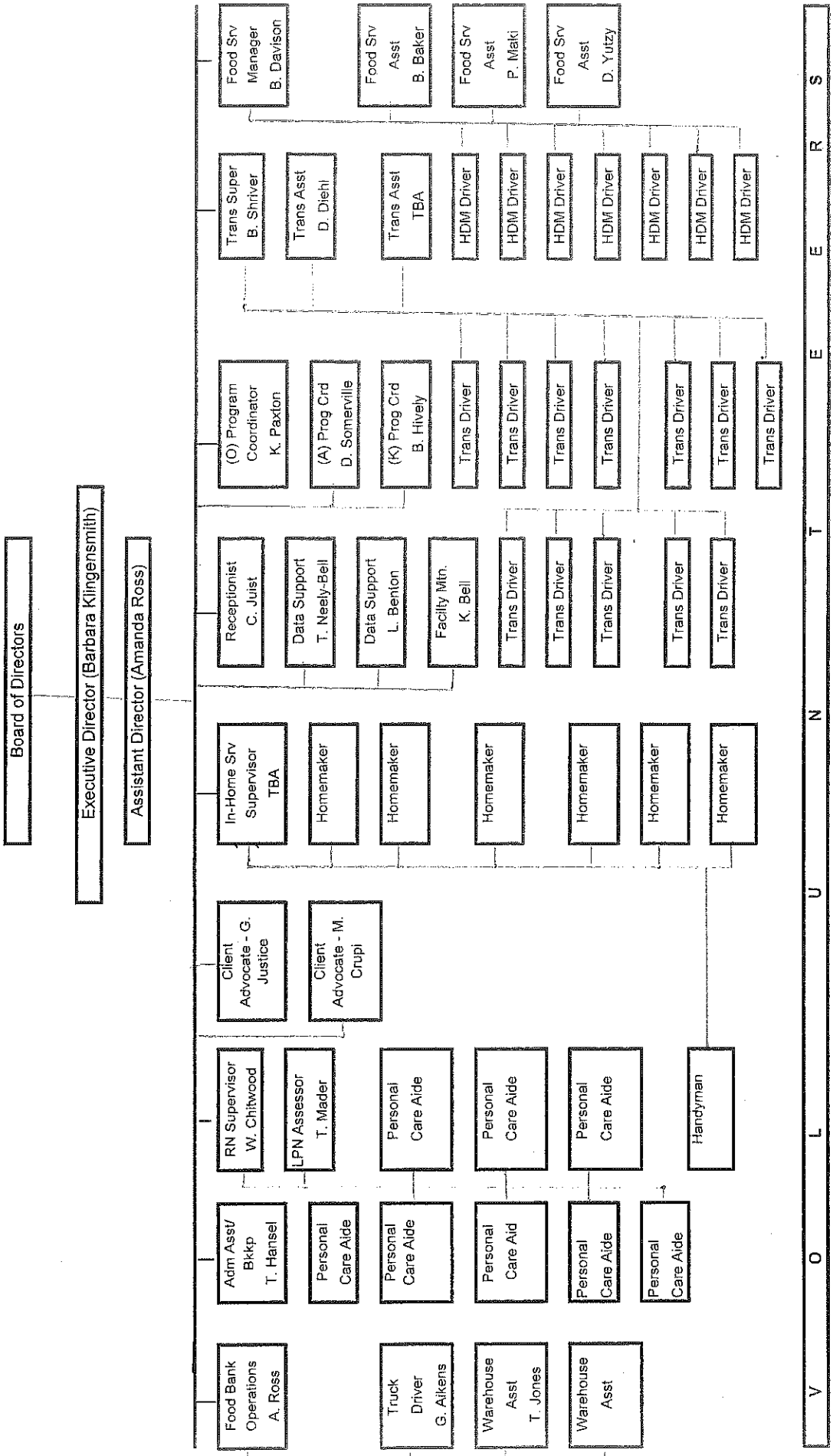
COUNTRY NEIGHBOR PROGRAM, INC.
ORGANIZATIONAL CHART



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ACJFS #4-23

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

DocuSign Envelope ID: 61A7AE5A-A382-40C3-9982-63BD4300C2D3

COUNTRY NEIGHBOR PROGRAM, INC.
JOB DESCRIPTION

TITLE: Executive Director LOCATION: CNP Administrative Office

REPOPRTS 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.

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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

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- 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:** _____

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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:

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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: _____

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DATA ENTRY/OFFICE ASSISTANT
JOB DESCRIPTION

POSITION: Data Support/Office Assistant **REPORTS TO:** Executive Director

SUMMARY: Receive, review, and enter data into computer system or tracking database according to established procedures. Ensures accuracy of all data recorded and performs database maintenance functions, support Country Neighbor Program, Inc.'s vision, mission and goals.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Keep track of received data and source documents
- Prepare and sort source documents, and identifies and interprets data to be entered
- Contacts preparers of source documents to resolve questions, inconsistencies or missing data
- Confirm accuracy of data
- Process various forms
- Assist in establishing and maintaining an effective and efficient records management system
- Generate reports, as assigned
- Contribute to a team effort and accomplish related results as required
- Maintain confidential information
- 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
- 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
- Follow instructions furnished in verbal and written format
- Detail oriented

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.

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EMPLOYEE SIGNATURE: _____ DATE: _____

SUPERVISOR SIGNATURE: _____ DATE: _____

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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: _____

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COUNTRY NEIGHBOR PROGRAM, INC.
JOB DESCRIPTION

POSITION TITLE: Transportation Supervisor

REPORTS TO: Executive Director SUPERVISES: Drivers

RESPONSIBLITIES:

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

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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

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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 _____

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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: _____

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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:

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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 _____

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ACJFS #4-23

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

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Country Neighbor Program, Inc.

Transportation

POLICIES and PROCEDURES MANUAL

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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

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POLICIES AND PROCEDURES MANUAL

AGENCY INFORMATION

DocuSign Envelope ID: 61A7AE5A-A382-40C3-9982-63BD4300C2D3

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.

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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.

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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.

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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.

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SUBJECT: SERVICE HOURS SECTION: Agency Information

EFFECTIVE DATE: April 14, 2008 REPLACES:
APPROVED BY: Board of Directors
APPROVAL DATE: April 14, 2008

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.

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Country Neighbor Program, Inc.
Policy Manual
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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.

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POLICIES AND PROCEDURES MANUAL

EMPLOYEE RESPONSIBILITIES

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Country Neighbor Program, Inc.
Policy Manual
P.O. Box 212, 39 S. Maple St., Orwell, OH 44076

SUBJECT: CODE OF ETHICS		SECTION: Employee Responsibilities
EFFECTIVE DATE:	April 14, 2008	REPLACES:
APPROVED BY:	Board of Directors	
APPROVAL DATE:	April 14, 2008	

DIRECTIVE:

To establish a high consistent standard of conduct and to maintain personal and professional accountability.

PROCEDURE:

- To conduct all agency business with professional competence, fairness, impartiality, efficiency and effectiveness;
- To respect the structure and responsibilities of the agency and the governing board of directors;
- To provide facts and advice as a basis for making policy decisions, and to uphold and implement policies adopted by the governing board of directors;
- To market the service and transportation needs to the community;
- To conduct organizational and operational duties with positive leadership through communication, creativity, dedication and compassion;
- To eliminate all forms of discrimination and fraud within the scope of the organization's management and service delivery;
- To ensure that funds from all sources are expended in accordance with signed grant agreements, as well as, any and all applicable local, federal and state laws;
- To demonstrate the highest standards of personal integrity, truthfulness, honesty and fortitude in all our activities in order to inspire confidence and trust in the Country Neighbor Program, Inc.
- To serve in such a way as to not realize undue personal gain from the performance of professional duties;
- To respect and protect privileged and confidential information accessed in the course of official duties; and,
- To strive for personal and professional excellence of our board members, and our employees.

RESPONSIBILITIES:

It is the responsibility of all employees.

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Country Neighbor Program, Inc.
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SUBJECT: EMPLOYEE APPEARANCE	SECTION: Employee Responsibilities
EFFECTIVE DATE: April 14, 2008	REPLACES:
APPROVED BY: Board of Directors	
APPROVAL DATE: April 14, 2008	

DIRECTIVE:
To establish a policy for all non-uniformed drivers on appropriate dress attire.

PROCEDURE:
All employees are to maintain a well-groomed and clean appearance. Employees are required to dress in accordance with their job task. Employees dress should be appropriate and professional and keep in mind that you are an employee of Country Neighbor Program, Inc. and represent the Agency as such.

(See Section IX 9.1 of Employee Conduct and Responsibilities of the Agency's Personnel Policy and Procedures Manual for more information)

Hat should be clean with no obscene writing or symbols. Hats can be worn on the vehicle as long as they do not interfere with the operations of the vehicle and do not obstruct your view.

Athletic footwear in good condition with non-skid tread may be worn. No open toed shoes.

Walking shorts may be worn during warm weather months, no shorter than 3 inches above the knee.

No blue jeans with holes are allowed for any employee.

No shirts with obscene writing or symbols.

No halter-tops, all shirts must cover your upper torso.

If you are unsure of the appropriateness of an article of clothing, please check with your supervisor before wearing it to work.

RESPONSIBILITIES:
It is the responsibility of the Transportation Supervisor, Human Resources Manager to ensure compliance with this procedure.

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Country Neighbor Program, Inc.
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SUBJECT:	AGENCY IDENTIFICATION BADGES	SECTION:	Employee Responsibilities
EFFECTIVE DATE:	April 14, 2008	REPLACES:	
APPROVED BY:	Board of Directors		
APPROVAL DATE:	April 14, 2008		

DIRECTIVE:

To establish a policy for a procedure for the disbursement and use of Country Neighbor Program, Inc. Identification (ID) badges.

PROCEDURE:

Country Neighbor Program, Inc. will provide all employees one (1) identification badge upon employment. The ID badge shall always be visibly worn when the employee is performing work related activities.

Each employee will be responsible for keeping the badge in good condition.

The ID badge must be clipped onto the collar of the shirt or on a lanyard in plain sight.

If the badge is lost or falls into disrepair, Country Neighbor Program, Inc. will replace the first one for free. If the badge is lost or falls into disrepair a second time within six (6) months of the first replacement, then the badge will be replaced at a cost of $7.50 to the employee.

Normal wear and tear are expected; badges will be re-issued every (3) years.

Upon termination of employment with Country Neighbor Program, Inc. ID badge must be returned before final paycheck is released.

RESPONSIBILITIES:

It is the responsibility of the Transportation Supervisor, Human Resources Manager to ensure compliance with this procedure.

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Country Neighbor Program, Inc.
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SUBJECT: LICENSES AND CERTIFICATIONS SECTION: Employee Responsibilities

EFFECTIVE DATE: April 14, 2008 REPLACES:
APPROVED BY: Board of Directors
APPROVAL DATE: April 14, 2008

DIRECTIVE:
To establish the required licenses and certification for drivers and/or maintenance personnel.

PROCEDURE:
Van Drivers – Must have a valid Ohio Driver's License. Currently, holding a CDL is not requirement for employment with Country Neighbor Program, Inc. If in the future federal, state, local or Country Neighbor Program, Inc. ever requires such CDL licensing, a Passenger Endorsement will also be required along with the CDL. Country Neighbor Program, Inc. will work with drivers to help in obtaining this type of licensing, when needed.

Operators shall immediately report all traffic citations received for violations incurred while on duty. The employee must complete a Violation Reporting Form and submit it to the Transportation Supervisor within twenty-four hours of the violation. Employees will be required to pay any such violations including violations received while operating a Country Neighbor Program, Inc. vehicle.

All employees must report any licensing or certifications that have expired or been revoked or suspended to their immediate supervisor. An employee who operates a vehicle after loss or suspension of license or endorsement shall be terminated. Any traffic violations, including those received while in personal vehicles, which may have an impact on license status or insurability of the employee, must be reported to the Transportation Supervisor immediately.

All maintenance personnel will be Automotive Service Excellence (ASE) certified from the National Institute of Automotive Service Excellence. Air Conditioning maintenance personnel shall be certified under EPS Section 608 and 609. Maintenance personnel that perform lift maintenance must be certified by the manufacturer before completing lift warranty repairs.

A Commercial Driver's License with Passenger Assistance Endorsement will be required to operate the following vehicles:

Any vehicle with gross vehicle weight ratio of 26,000 pounds or over or any vehicle designed to accommodate 15 or more passengers including the driver).

RESPONSIBILITIES:
It is the responsibility of the staff overseeing drivers and maintenance of vehicles to ensure compliance.

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SUBJECT: VEHICLE OUT OF SERVICE		SECTION: Employee Responsibilities
EFFECTIVE DATE:	April 14, 2008	REPLACES:
APPROVED BY:	Board of Directors	
APPROVAL DATE:	April 14, 2008	

DIRECTIVE:

To establish guidelines for the proper storage and security of any Agency vehicle not currently in service.

PROCEDURE:

Any driver assigned to an Agency owned/operated vehicle will be responsible for ensuring that all vehicle doors and windows are locked and secured any time the vehicle is left unattended. Circumstances, which the vehicle may be left unattended, include, but are not limited to:

- ✓ Downtime
- ✓ Breaks
- ✓ Lunch
- ✓ Out of Service
- ✓ Back-up Status

The driver **may not** leave passengers unattended on the vehicle except while assisting other passengers with boarding/alighting.

All cash envelopes must be kept in the driver's possession at all times.

The vehicle must be parked in such a manner as not to interfere with the normal flow of traffic and may not be parked in any area deemed inappropriate (lounges, adult themed locations, etc.).

At the end of assigned shifts, drivers will return the vehicle to the Agency and ensure that it is parked in an assigned parking spot (if applicable) or designated transit vehicle parking areas. All doors and windows will be locked and secured. All switches will be turned to the "OFF" position. All applicable manifests will be removed. Any trash or debris will be removed and discarded. Any items left behind by passengers will be turned into the Dispatcher for recovery. Conduct any required post-trip vehicle inspections. All vehicle keys will be returned to the appropriate storage cabinet.

RESPONSIBILITIES:

It is the responsibility of all Drivers to ensure that vehicles are parked, locked, and secured as required.

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Country Neighbor Program, Inc.
Policy Manual
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SUBJECT: DRIVER'S LOG/MANIFEST		SECTION: Employee Responsibilities
EFFECTIVE DATE:	April 14, 2008	REPLACES:
APPROVED BY:	Board of Directors	
APPROVAL DATE:	April 14, 2008	

DIRECTIVE:

To establish a consistent and accurate system for providing Country Neighbor Program, Inc. drivers with route and trip information, provide data for reporting purposes, and provide appropriate billing records.

PROCEDURE:

All driver manifests shall be on the form (attachment A) and shall be prepared by the end of the working day before they are needed. Country Neighbor Program, Inc. Transportation Supervisor is responsible for the development and distribution of manifests to drivers.

Last minute additions to the manifest may be made as long as the driver has seats and the addition does not cause a delay in picking up prescheduled passengers. The Transportation Supervisor has final approval authority for all last-minute additions.

Drivers are required, at a minimum, to keep track of the following information:

- Start and end odometer reading for each trip.
- Start and end odometer reading for each client on and off the vehicle.
- Start and end time for each trip.
- Downtime.
- Applicable refueling information (purchase amount, odometer reading, gallons purchased, etc.)
- All applicable passenger information for dispatch not included on the manifest.
- Envelopes given upon requests.

Drivers are responsible for accurately completing the manifest; incomplete manifests will not be accepted.

Drivers are responsible for completing any other forms used to document the trip that is provided with the manifest.

Drivers cannot change passenger destinations as stated on the manifest or take any trip request from passengers. (Request must be made to Transportation Supervisor)

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Driver Manifest/Logs will be kept for at least three (3) years. Manifests/Logs will be disposed of through shredding in order to remove any identification of passengers.

RESPONSIBILITIES:

Responsibilities shall be as defined above.

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Attached A (picture)

COUNTRY NEIGHBOR DRIVER MANIFEST

Driver Name: _____

Vehicle #: _____

Driver Signature: _____

Date: _____

All Names, Addresses, Signatures MUST BE COMPLETE!

Fund	Passenger Name	P/U Address	Drop Off Address	DRIVER Start Time	DRIVER Start Miles	Client On Time	Client On Miles	Client Off Time	Client Off Miles	DRIVER End Time	DRIVER End Miles	1. Client Signature 2. Driver Signature
												1 2
												1 2
												1 2
												1 2
												1 2
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Country Neighbor Program, Inc.
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SUBJECT:	PROHIBITED ACTIVITIES ON VEHICLES, EMPLOYEES	SECTION:	Employee Responsibilities
EFFECTIVE DATE:	April 14, 2008	REPLACES:	
APPROVED BY:	Board of Directors		
APPROVAL DATE:	April 14, 2008		

DIRECTIVE:

To establish a uniform company policy on prohibited activities on vehicles.

PROCEDURE:

Country Neighbor Program, Inc. prohibits smoking or chewing tobacco on any company vehicle

Drivers may smoke outside of the vehicle under the following conditions:

- On an approved break or waiting for the next dispatch,
- In a designated smoking area as prescribed by municipal law or building code,
- No passengers on board the vehicle, and
- In close enough proximity to the vehicle to monitor the radio/cell phone.

For safety and cleanliness, drivers are **not permitted to eat or drink while the vehicle is in motion.** (DRIVERS ARE NOT PERMITTED TO EAT OR DRINK IN THE VEHICLE ANYTIME PASSENGERS ARE ON-BOARD.) Drivers may eat or drink in the vehicle during their breaks, downtime, or lunch.

No employee shall use obscene, profane, or indecent language.

Employees are not permitted to use and/or carry personal electronic devices while on duty. (See Cellular Phone Usage policy for guidance on personal cellular telephones.)

No employee may have objects defined as or intended to be used as a weapon (Ohio's Concealed Carry Law will be enforced) on the vehicle or in the facility.

No notices, circulars, displays or signs shall be posted at any time by any person or employee on the Country Neighbor Program, Inc. premises or vehicles without prior authorization from the Transportation Supervisor.

No employee will be permitted to accept personal calls except in the case of an emergency.

RESPONSIBILITIES:

It is the responsibility of the Transportation Supervisor to monitor prohibited activities.

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Country Neighbor Program, Inc.
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P.O. Box 212, 39 S. Maple St., Orwell, OH 44076

SUBJECT:	PERSONAL USE OF AGENCY VEHICLES	SECTION:	Employee Responsibilities
EFFECTIVE DATE:	April 14, 2008	REPLACES:	
APPROVED BY:	Board of Directors		
APPROVAL DATE:	April 14, 2008		

DIRECTIVE:

To provide guidance on the use of agency owned vehicles.

DEFINITIONS:

Agency Vehicle – Any vehicle owned by Country Neighbor Program, Inc.

PROCEDURE:

Personal use of Country Neighbor Program, Inc. vehicles is prohibited.

Drivers may use agency vehicles to go to lunch due to time constraints or out of county trips that do not allow the driver to return to base for their own personal vehicles. Remember the vehicles are the agency's billboard and should not be parked in inappropriate areas.

Drivers are not to use agency vehicles during downtime to run personal errands.

RESPONSIBILITIES:

It is the responsibility of the Transportation Supervisor to ensure compliance with this procedure.

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Country Neighbor Program, Inc.
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SUBJECT: CONFIDENTIALITY		SECTION: Employee Responsibilities
EFFECTIVE DATE:	April 14, 2008	REPLACES:
APPROVED BY:	Board of Directors	
APPROVAL DATE:	April 14, 2008	

DIRECTIVE:

To establish procedures necessary to ensure confidentiality of any Country Neighbor Program, Inc. staff and/or passenger information.

DEFINITIONS:

Confidential: the element of privacy attached to physical or verbal records intended to minimize the exposure or dissemination of personal or organizational information.

PROCEDURE:

The indiscriminate or unauthorized review, use, or disclosure of protected health and/or other information, personal or otherwise, regarding any passenger or staff member is expressly prohibited.

Each employee is expected to maintain the confidentiality of all fellow employees and passengers at all times. Employees are prohibited from discussing confidential information pertaining to fellow employees or passengers without prior consent. Any questions regarding the confidential status of specific employee or passenger information should be directed to the Transportation Supervisor.

Passenger/staff information shall be placed/stored electronically and will be safeguarded with passwords and limited access.

Staff shall share information, as necessary, for program monitoring by federal or state monitoring agencies.

Staff may disclose passenger/staff information if all the following requirements have been met:

- ✓ The passenger/staff has given consent through a written release of information;
- ✓ The release of information is directly for the purpose of administration of the program (eligibility, payment, monitoring quality improvement);
- ✓ The individual or agency receiving the information is subject to the same or similar confidentiality standards.

Violation of the policy will result in severe discipline up to and including termination.

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Country Neighbor Program, Inc.
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SUBJECT:	INTERNET, ELECTRONIC MAIL, AND ON-LINE SERVICES USE	SECTION:	Employee Responsibilities
EFFECTIVE DATE:	April 14, 2008	REPLACES:	
APPROVED BY:	Board of Directors		
APPROVAL DATE:	April 14, 2008		

DIRECTIVE:

To establish the appropriate use of agency computers. There is no expectation of privacy for anyone using an agency computer.

PROCEDURE:

All work performed using a Country Neighbor Program, Inc. owned computer is subject to review at any time. No employee is to have an expectation of privacy when using an agency computer.

Access to and use of the Internet, electronic mail, and online services is not confidential and will be monitored for inappropriate use. The following rules will apply at all times:

1) The Internet, electronic mail, and online services are intended to be used for business purposes only. Any use not directly related to business activities, which involves solicitation of any kind, or which could bring about unfavorable agency publicity is strictly forbidden.
2) Employees shall not use the Internet, electronic mail, or online services for operating a business for personal gain, sending chain letters, or soliciting money for religious and political causes.
3) Employees shall not use the Internet, electronic mail, and online services to transmit or download material that is offensive, obscene, pornographic, threatening, or racially or sexually harassing. Large downloads of files that are not agency related shall be prohibited. This includes music files, graphic files and other large files that add considerable traffic or require a larger band width. Large downloads of this type consume valuable server resources and result in significant unnecessary expense.
4) Employees shall not use the Internet, electronic mail, and online services to disseminate or print copyrighted materials (including articles and software) in violation of copyright laws.
5) Employees shall not use the Internet, electronic mail, and online services to provide access to confidential information.
6) Employees shall not use the Internet, electronic mail, and online services to provide access to public information without following the existing rules and procedures of the custodial agency for dissemination.
7) Employees shall take all reasonable precautions to prevent the inadvertent dissemination of confidential information via the Internet, electronic mail, or online services.
8) Access to the Internet shall be made by approved connection only.

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9) Internet usage is subject to other limitations as imposed by supervisors to prevent excessive or improper use.
10) Employees shall take all reasonable precaution to prevent the inadvertent infection of viruses, ad ware, Trojan horses, cookies, etc. on company computers.

Use that is not in accordance with this policy will result in possible discipline up to and including termination.

RESPONSIBILITIES:

It is the responsibility of Executive Director, and Supervisors to ensure compliance with this procedure.

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Country Neighbor Program, Inc.
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SUBJECT: CELLULAR TELEPHONE USAGE	SECTION: Employee Responsibilities

EFFECTIVE DATE:	April 14, 2008	REPLACES:
APPROVED BY:	Board of Directors	
APPROVAL DATE:	April 14, 2008	

DIRECTIVE:

To establish a uniform company policy regarding the use of cellular telephones while on duty.

DEFINITIONS:

Personal Cellular Phone - Purchased by the employee and intended for personal use only.

Business Cellular Phone - Purchased by Country Neighbor Program, Inc. and intended for business use only.

PROCEDURE:

Personal Cellular Phone usage

Employees whose duties include operating/driving a transit vehicle are expected to refrain from using cellular phones while operating the vehicle or while passengers are on board.

Personal Cellular Phones may be used before or after all scheduled shifts, during all scheduled breaks, at any time during scheduled shifts when the vehicle is not in operation and is not carrying any passengers, or during periods waiting for passenger boarding.

Cellular phones are not to be kept on the employee's person and must be stowed in a closed purse, handbag, or in a vehicle storage compartment.

Hands-free headsets are considered cellular phone accessories and therefore should not be worn while operating a vehicle.

Concealment of a cell phone and accessories on the person of any employee will be considered a violation of this policy.

Business Cellular Phone usage

Any cellular phone assigned to an employee is intended for **BUSINESS USE ONLY.** Business Cellular Phone numbers are not to be distributed for purposes of receiving personal calls or communications of any kind.

All employees are restricted from using any Internet capable Business Cellular Phone for purposes of connecting to the Internet.

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Use of a Business Cellular Phone is prohibited while operating a vehicle. All employees must ensure that the vehicle has come to a complete stop in an area not obstructing the flow of traffic before making or receiving a cellular phone call.

Passengers are not to be provided the cellular phone number.

Employee and passenger safety should be the primary concern before conducting any business via a Business Cellular Phone.

RESPONSIBILITIES:

It is the responsibility of all employees to ensure compliance with this procedure

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POLICIES AND PROCEDURES MANUAL

SAFETY

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Country Neighbor Program, Inc.
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SUBJECT: VEHICLE EVACUATION		SECTION: SAFETY
EFFECTIVE DATE:	April 14, 2008	REPLACES:
APPROVED BY:	Board of Directors	
APPROVAL DATE:	April 14, 2008	

DIRECTIVE:

To provide vehicle evacuation procedures for emergency situations.

PROCEDURE:

EVACUATION PROCEDURES (excerpts from the ODOT Model Safety Plan)

Remember your first priority in any emergency situation is to protect your passengers and yourself. In the event of a fire or collision that requires evacuation of the vehicle you should follow the following steps:

1. Stand (if vehicle height permits), open the doors (ensure that exits are open and usable), face the passengers, and get their attention. Explain that there is an emergency and that they must evacuate the vehicle immediately.
2. Give clear directions to the passengers, telling them which exit to use and pointing to the exit(s).
3. Direct the evacuation advising, if necessary, not to push.
4. Ask an able-bodied passenger to stand outside the front door to account for the passengers and to assist them if necessary (offer a hand, do not pull anyone out).
5. Ask another able-bodied assisting passenger to take the passengers to a safe place that you designate, at least 100 feet (approximately 40 paces) from the vehicle.
6. Keep the passengers in a group and safely away from the vehicle, traffic and any other hazards.
7. Assist passengers with disabilities.
    a. You should evacuate a passenger in a wheelchair only if it is more dangerous to leave them on the bus (e.g. fire, fuel leak, explosion, bomb threat, traffic hazard, physical peril).
    b. Use the lift or ramp if available (you may have to use the manual function of the lift).
    c. If time or situation does not allow the use of the lift and if the vehicle's aisles are large enough, carry a passenger in a manual wheelchair out of the door, while keeping the passenger in his/her wheelchair. Use the assistance of another passenger. Carry the wheelchair backwards to prevent from tipping the passenger out of their wheelchair. If vehicle size does not allow evacuation with the wheelchair, proceed to step "d".
    d. If assistance is not available, or time does not allow, lift or drag the passenger (depending on passenger size relative to your individual strength) through one of

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the emergency exits. It may be best to check with the passenger as to how they feel you can best accomplish this maneuver. He/She may have some experience with similar types of transfer.

8. If safe to do so, check the vehicle to ensure that no one is left behind.
9. Remain calm during the evacuation proceedings. Your passengers will look to you for direction, and they will be less likely to panic if you remain calm.
10. If you have not done so by now, call for assistance. If you are unable to make the call, direct one of your passengers to call 911 for assistance.
11. If safe to do so, and if a fire is involved, attempt to put out the fire with the fire extinguisher.
12. If able to access them, position the emergency reflectors.

RESPONSIBILITIES:

The Transportation Supervisor is responsible for training staff in the implementation of this procedure. This procedure shall be reviewed annually with all staff.

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SUBJECT: SEATBELT POLICY		SECTION: SAFETY
EFFECTIVE DATE:	April 14, 2008	REPLACES:
APPROVED BY:	Board of Directors	
APPROVAL DATE:	April 14, 2008	

DIRECTIVE:

To comply with all Ohio traffic laws requiring vehicle occupants to wear safety belts.

PROCEDURE:

Agency Employees

All Agency employees are required to wear safety belts while operating or riding as a passenger in any Agency vehicle.

Passengers

All passengers are required to wear safety belts.

Each passenger must have his/her safety belt securely fastened before the vehicle will be permitted to begin movement.

Passengers seated in wheelchairs will be secured via an approved four-point restraint system. (Please see the Wheelchair Securement policy located in the Safety section of this manual for all approved securement devices.)

Exceptions for agencies that require the use of seatbelts.

If the seatbelt is not long enough to be secured, manufacture's seatbelt extensions will be used. If the extensions do not correct the situation, the passenger will not be required to wear a seatbelt. The driver should documentation on his/her manifest that the seatbelt could not be secured. Every effort will be made to resolve this situation.

Passengers who state they have a medical condition which prohibits the use of seatbelts, will not be required to wear the seatbelt. This must be documented on the driver's manifest. The scheduler will enter the information under special needs for future trips.
Do not ask the passenger the disability or medical condition that prevents the use of a seatbelt.

All attempts should be made to seat these passengers where State law does not require the use of seatbelts.

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Children

Children under age four (4) and/or under forty (40) pounds must be properly secured by the parent/guardian in accordance with the manufacturer's instructions in a child restraint system provided by the parent/guardian that meets federal motor vehicle safety standards.

Drivers **will not be responsible** for properly securing the child restraint system in a passenger seat. Parents will then seat and secure the child in the restraint seat.

RESPONSIBILITIES:

It is the responsibility of all Country Neighbor Program, Inc. employees to ensure that safety belts are worn at all times while in any Country Neighbor vehicle. Drivers will be responsible for ensuring that all passengers are wearing safety belts in accordance with this policy.

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Country Neighbor Program, Inc.
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SUBJECT: ACCIDENT/INCIDENT POLICY	SECTION: SAFETY
EFFECTIVE DATE: April 14, 2008	REPLACES:
APPROVED BY: Board of Directors	
APPROVAL DATE: April 14, 2008	

DIRECTIVE:

To provide handling guidance for all accidents and incidents involving transit vehicles.

DEFINITIONS:

Accident: any circumstance involving a transit vehicle, whether in revenue service or not, and/or secondary vehicle(s) resulting in damage to one or more vehicles, property, or bodily injury and requiring the response of local law enforcement and/or emergency services personnel.

Incident: any circumstance involving transportation vehicle resulting in damage to the transportation vehicle and/or Country Neighbor Program, Inc. property, bodily injury to a passenger or employee, or violation of any policy on prohibited behavior (i.e. disruptive behavior, prohibited items brought on board, etc.).

PROCEDURE:

Accidents

All drivers, dispatchers and supervisors must report **all** accidents to the Executive Director as soon as possible.

All drivers involved in an accident must perform the following actions:

1. Check for personal injury.
2. Check all passengers for injury.
3. For all accidents involving secondary vehicles, check the driver and passengers of second vehicle for injury.
4. If vehicle(s) is in operational condition, move to a safe area not obstructing the flow of traffic.
5. Notify the Transportation Supervisor of the accident.
    a. If the driver has a cellular telephone, either business or personal, notify local law enforcement and emergency services personnel if required.
    b. If the driver does not have a cellular telephone, inform dispatch that local law enforcement and emergency services personnel are required and provide all necessary location information.
6. Remain at the scene until released by law enforcement or emergency services personnel.
7. If necessary, the Transportation Supervisor will make tow arrangements.
    a. If the transit vehicle requires tow services, the responding Supervisor/Director will make arrangements.

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b. If an involved secondary vehicle(s) requires tow services, the driver/owner of that vehicle will be responsible for arrangements.

8. Complete any require accident investigation documentation required by Country Neighbor Program, Inc.
9. Report for any required drug and alcohol testing as outlined in the Country Neighbor Program, Inc. substance abuse policy.

Incidents

All drivers are required to report all incidents to the Transportation Supervisor/Administrative Assistant as they occur. It is the responsibility of the Transportation Supervisor and/or Administrative Assistant to inform the Executive Director of any incident. If it is not possible to report the incidents as they are occurring, the incident must be reported when the driver returns to base or within twenty-four hours from occurrence which ever is most feasible.

All drivers involved in an incident must perform the following action:

1. Check for personal injuries.
2. Check all passengers for injury.
3. Notify the Transportation Supervisor of the incident. If required, inform the Transportation Supervisor that local law enforcement and emergency services personnel are required and provide all necessary location information. If the driver is unable to contact the Transportation Supervisor, and the driver has a cellular telephone, either business or personal, notify local law enforcement and emergency services personnel if required.
4. If passengers are on board and vehicle is operational: (after all above is completed if needed)
    a. Complete assigned trips, informing Transportation Supervisor that a vehicle incident has occurred.
    b. After the final passenger has debarked, park the vehicle in an area as not to obstruct the flow of traffic.
    c. Complete an Incident Report form.
    d. Submit the Incident Report form with all manifests at the end of the shift.
5. If no passengers are on board and the vehicle is operational:
    a. Park the vehicle in an area as not to obstruct the flow of traffic.
    b. Complete an Incident Report form.
    c. Submit the Incident Report form with all manifests at the end of the shift.
6. If the vehicle is inoperative:
    a. Inform the Transportation Supervisor that a vehicle incident has occurred.
    b. Request a back-up vehicle
    c. Inform Transportation Supervisor that tow services are required.
    d. Complete an Incident Report form.
    e. Submit the Incident Report form with all manifests at the end of the shift.

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RESPONSIBILITIES:

It is the responsibility of all drivers to ensure that accidents/incidents are reported to the Country Neighbor Program, Inc. personnel in a timely manner.

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SUBJECT: INJURY ON THE JOB	SECTION: SAFETY
EFFECTIVE DATE: April 14, 2008	REPLACES:
APPROVED BY: Board of Directors	
APPROVAL DATE: April 14, 2008	

DIRECTIVE:

To provide directions for employees who sustain injury while on duty.

PROCEDURE:

Country Neighbor Program, Inc.'s employees are responsible for exercising maximum care and good judgment in preventing accidents. Each employee will:

- Report all unsafe practices or conditions to the Transportation Supervisor.
- Use proper judgment to avoid accidents;
- Participate in all safety training;
- Become familiar with, and operate within, all safety procedures for the assigned work activity;
- Notify the Transportation Supervisor, Human Resource Manager when taking medications which may impair physical or mental alertness and affect ability to perform a job safely;
- Notify appropriate emergency services for all injuries requiring immediate medical attention;
- Promptly report all work-related injuries and accidents to the Transportation Supervisor;
- Accurately complete an Employee Statement on appropriate accident reports and submit to the Transportation Supervisor/Human Resource Manager immediately.

The Transportation Supervisor, HR Manager will provide the Executive Director a copy of pertinent information and documentation regarding any injury to any employee sustained while on duty within 24 hours of the injury. The Administrative Assistant and/or Executive Director will investigation for recommendations. Recommendations that require immediate action will be noted and action will be noted, and action will be taken by Country Neighbor.

RESPONSIBILITIES:

Responsibilities shall be as defined above.

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SUBJECT:	BLOODBORNE PATHOGENS PROTECTION	SECTION:	SAFETY
EFFECTIVE DATE:	April 14, 2008	REPLACES:	
APPROVED BY:	Board of Directors		
APPROVAL DATE:	April 14, 2008		

DIRECTIVE:

To ensure that the Occupational Health and Safety Administration (OHSA) bloodborne pathogens regulations are followed.

DEFINITIONS:

Bloodborne pathogens are potentially infectious microorganisms that are present in human blood and can cause disease in humans. These pathogens can result in the development of the acquired immune deficiency syndrome (AIDS), hepatitis, and other diseases.

PROCEDURE:

Country Neighbor Program, Inc. employees may be exposed to bloodborne pathogens in the performance of their duties. All employees will receive bloodborne pathogen training annually. Training is mandatory.

In the event of a biohazard spill as a result of a vehicle accident or onboard injury, first aid for injured passengers, along with notification of appropriate medical assistance personnel, should be the first priority. Additionally, a biohazard spill may occur as a result of vomiting or loss of bladder control. Anytime the driver administers first aid, latex gloves and other personal protective equipment should be used.

Contaminated items should be carefully placed in the designated biohazard disposal bag. Following first aid administration, where necessary, the vehicle must be cleared of the spill. The following steps should be followed:

1. Contact dispatch and describe the situation.
2. If you are instructed to wait for assistance, secure the vehicle and wait.
3. Locate the biohazard kit that is on the vehicle. Avoid stepping in the fluid spill.
4. Put on the disposable gloves found in the biohazard kit when giving any first aid or cleaning up any potentially dangerous bodily fluid spill, such as blood, vomit, urine or defecation.
5. Cover the spill area with the disinfectant found in the biohazard kit.
6. Using the appropriate instrument from the biohazard kit, dispose of any material that may be contaminated by placing it in the biohazard bag found in the biohazard kit.
7. If the cleanup includes broken glass or other sharp objects, take extra precautions. Use mechanical means rather then using your hands to pick up the objects and dispose of them in the leak proof, puncture proof container provided in the biohazard kit.

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8. Discard carefully all clean up materials including gloves in the biohazard bag.
9. Double bag the biohazard bag immediately if there is any possibility of it ripping or tearing.
10. Ensure that all biohazard materials are placed in the appropriate transit system depository.
11. Thoroughly wash hands with soap, disinfectant and running water as soon as possible.
12. Complete all required incident documentation.

For additional details please refer to Country Neighbor Program, Inc. Bloodborne Pathogens Exposure and Control Plan which is available in the Transportation Office.

All Country Neighbor Program, Inc. employees are required to read and become familiar with this plan. In addition, all employees are to watch and review the training video "Your Ticket to Safety."

As per the Country Neighbor Program, Inc. Bloodborne Pathogens Exposure and Control Plan, as an "at-risk" employee of Country Neighbor Program, Inc. and for your protection, the Hepatitis B vaccination is available to you free of charge. The vaccination is a series of three shots administered over a six-month period. It is your choice to accept or decline the Hepatitis B vaccination. If you choose to not accept the Hepatitis B vaccination, you are required to sign an OSHA waiver indicating your refusal. If you initially decline the Hepatitis B vaccination, but at a later date decide to accept, it will be provided to you at no charge.

REMEMBER TO REPORT ANY BLOODBORNE PATHOGEN EXPOSURE IMMEDIATELY TO YOUR IMMEDIATE SUPERVISOR!

RESPONSIBILITIES:

Responsibilities shall be as defined above. The Transportation Supervisor, HR Manger will be responsible for assuring all drivers have been offered Hepatitis B vaccination.

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Country Neighbor Program, Inc.
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SUBJECT:	BLOODBORNE PATHOGEN/FIRST AID KITS	SECTION:	SAFETY
EFFECTIVE DATE:	April 14, 2008	REPLACES:	
APPROVED BY:	Board of Directors		
APPROVAL DATE:	April 14, 2008		

DIRECTIVE:

To provide guidance for the proper inspection of onboard safety equipment.

PROCEDURE:

Hazardous Material kits (a.k.a. haz-mat kits) are available in each vehicle and are equipped with the necessary supplies for cleaning vomit, blood, and other bodily fluids. Hazardous Material kits are located near the front of each bus, in the rear cargo area of each minivan, in the trunk of each sedan.

The following items are found in each kit:

1. Disposal vinyl gloves (minimum of two pair);
2. Puncture-resistant utility gloves;
3. Paper towels
4. Dust pan and brush
5. Tongs for picking up large sharps;
6. Commercial disinfectant spray or foam that is effective on HIV-1 or Tuberculosis
7. Two florescent orange or orange-red bags with "BIOHAZARD" printed n a contrasting color;
8. Two additional plastic bags in which the first bag can be placed if the first orange/orange-red bag is contaminated by bodily fluid;
9. Solidifying powder or kitty litter or commercial absorbent powder;
10. Face masks that cover mouth and nose or mouth only if a face shield is used;
11. Goggles;
12. Antiseptic hand wipes;
13. A container for sharps (stored with kit or near kit). The container must be sealable, leak proof, puncture resistant, and cleanable; and
14. Shoe covers.

First aid kits are also located near the front of each bus, in the rear cargo area of each minivan, and in the trunk of each sedan.

Each driver is to become familiar with the location of each kit and assure the kit is in each vehicle during the pre-trip inspection.

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When performing the daily pre-trip vehicle inspection, every Country Neighbor Program, Inc. driver is required to ensure that each haz-mat and first aid kit has all the necessary materials. If any kit needs supplies (e.g. supplies used, damaged, missing, or otherwise unusable) please notify the Transportation Supervisor immediately. Gloves must be replaced regularly due to deterioration caused by prolonged storage periods.

RESPONSIBILITIES:

The Transportation Supervisor and the Drivers are responsible for ensuring that all kits are present and supplied appropriately during each pre-trip inspection.

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SUBJECT:	SAFETY REFLECTORS (TRIANGLES)	SECTION:	SAFETY
EFFECTIVE DATE:	April 14, 2008	REPLACES:	
APPROVED BY:	Board of Directors		
APPROVAL DATE:	April 14, 2008		

DIRECTIVE:

To establish the appropriate use of reflective safety indicators during emergencies.

PROCEDURE:

Each vehicle has three (3) red reflectors (triangles) located behind the driver's seat. The reflectors may be used both day and night.

One (1) reflector should be placed accordingly:

- At the side of the vehicle on roadway side - a safe distance from the vehicle and oncoming traffic.
- Approximately 40 paces or 100 feet to the rear of the vehicle. If there is a hill or curve, the distance should be greater, but no farther than 300 feet.
- Approximately 40 paces or 100 feet in front of the vehicle, again using greater distances if conditions warrant. Instructions on where to place the triangles are also on the lid of the triangle container.

The driver should wear the reflective vest whenever a roadside emergency occurs or when the driver must be in the roadway.

RESPONSIBILITIES:

Responsibilities shall be as defined above.

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SUBJECT: USE OF A FIRE EXTINGUISHER	SECTION: SAFETY
EFFECTIVE DATE: April 14, 2008	REPLACES:
APPROVED BY: Board of Directors	
APPROVAL DATE: April 14, 2008	

DIRECTIVE:

To provide guidance on the safe and effective use of fire extinguishers during a fire emergency.

PROCEDURE:

All vehicles are equipped with a 5lb.* fire extinguisher.

**All vehicles are required to contain a minimum 5lb. extinguisher; however, it is highly recommended that all vehicles contain a 10lb. extinguisher.*

As part of the daily pre-trip inspection, all certification tags associated with fire extinguishers must be up to date. All agency fire extinguishers are to be inspected as part of the annual maintenance inspection.

Employees are not required to fight a fire. If there is the slightest doubt about control of the situation, **DO NOT FIGHT THE FIRE.**

Use a mental checklist to make a Fight-or-Flight Decision. Attempt to use an extinguisher only if ALL of the following apply:

- Dispatch and emergency personnel have been contacted.
- The vehicle is evacuated.
- The fire is small, contained, and not spreading beyond its starting point.
- The exit is clear, there is no imminent peril, and you can fight the fire with your back to the exit.
- You can stay upwind or low and avoid smoke. Smoke inhalation must be avoided since only a small amount of toxic smoke can render the operator unconscious.
- The proper extinguisher is immediately at hand.
- You know how to use the extinguisher.

Whenever possible, use the "Buddy System" to have someone back you up when using a fire extinguisher. If you have any doubt about your personal safety, or if you cannot extinguish a fire, leave immediately and close off the area (close the doors, but DO NOT lock them).

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Direct the extinguisher at the base of the flames and implement the following P.A.S.S. method:

P	A	S	S
Pull the pin on the extinguisher handle.	Aim the hose at the base of the flames from a safe distance. Keep in mind that the farther away from the base of the flames, the less effective the extinguishing material.	Squeeze the handle of the extinguisher. Do not squeeze the handle until the entire canister has emptied; rather two to three second bursts as needed.	Sweep from side to side. It is important not to aim the nozzle at one point, rather spread the material over the entire effected area.

Note: Extinguisher material is expelled at a very low temperature. Avoid inhaling material, prolonged exposure with skin, or contact with eyes.

Recharge any discharged extinguisher immediately after use. If you discharge an extinguisher (even just a tiny bit) or pull the pin for any reason, arrange for a replacement.

Training on proper usage of Fire Extinguisher will be provided by Local Fire Department.

RESPONSIBILITIES:

Transportation Supervisor will ensure that all transit system fire extinguishers have been charged and inspected as required. Drivers will ensure that all vehicle fire extinguishers are in compliance with the above policy.

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SUBJECT:	INCLEMENT WEATHER CONDITIONS	SECTION:	SAFETY
EFFECTIVE DATE:	April 14, 2008	REPLACES:	
APPROVED BY:	Board of Directors		
APPROVAL DATE:	April 14, 2008		

DIRECTIVE:

To provide guidelines on safe operation during poor weather conditions.

PROCEDURE:

Tornado

If a tornado warning is sounded or broadcast, employees will immediately report to the designated shelter. If drivers are in vehicles, drivers and passengers should exit the vehicle and seek shelter in a ditch, under a bridge, in the basement of a nearby building or in the safest possible place given the situation.

If possible, continue monitoring local weather reports.

Management will determine when personnel and vehicles can return to a normal operating mode.

If vehicles have sustained any damage from wind- or wind-blown debris, they should be inspected and repaired by a certified mechanic before operating again.

Flood Procedures - Vehicle

The Executive Director, Administrative Assistant and/or Transportation Supervisor will inform drivers that the following emergency flood preparedness measures are to be taken:

- Management will determine when and if transit services need to be discontinued.
- Vehicles that are parked in areas that could flood must be moved to high ground if possible.
- In case of flash flood warnings, drivers on the road must avoid known flood areas. Never attempt to cross roads or bridges that are flooded. If your vehicle stalls because of high water, it is generally safer to stay in the vehicle and radio for emergency help rather than try to walk through fast flowing water.

Snow Emergencies

Every effort will be made to provide service during inclement weather.

Based on information provided by the local law enforcement, the Transportation Supervisor will make the decision if the system will close.

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It may be necessary to limit service within the city limits or for emergency needs only.

RESPONSIBILITIES:

The Transportation Supervisor and management shall be responsible for determining limited service or service cancellation during inclement weather. All other responsibilities shall be as defined above.

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Country Neighbor Program, Inc.
Policy Manual
P.O. Box 212, 39 S. Maple St., Orwell, OH 44076

SUBJECT:	DISRUPTIVE/ABUSIVE PASSENGERS	SECTION:	SAFETY
EFFECTIVE DATE:	April 14, 2008	REPLACES:	
APPROVED BY:	Board of Directors		
APPROVAL DATE:	April 14, 2008		

DIRECTIVE:

To provide direction for the transport of abusive or disruptive passengers.

DEFINITIONS:

Abusive behavior includes, but is not limited to:

- ✓ Physical altercations with Agency employees or other passengers.
- ✓ Threatening or intimidating language.
- ✓ Excessive profanity.
- ✓ Shouting at Agency employees or other passengers.

PROCEDURE:

Any behavior deemed abusive or disruptive will be reported to the Transportation Supervisor and by the Driver.

Any passenger engaging in abusive or disruptive behavior will be given one (1) written letter requesting that the abusive or disruptive behavior cease while being transported on Agency vehicles.

Further instances of abusive or disruptive behavior will be given a written warning that any future instances of such behavior will result in suspension and possible expulsion from riding aboard Agency vehicles.

Any passenger exhibiting continuing abusive or disruptive behavior after written warnings shall have his/her riding privileges suspended as follows:

- _ 1st Offense: Riding privileges suspended for two (2) weeks.
- _ 2nd Offense: Riding privileges suspended for one (1) month.
- _ 3rd Offense: Riding privileges suspended for ninety (90) days.
- _ 4th Offense: Riding privileges permanently revoked.

Passengers claiming a medical condition for such abusive or disruptive behavior will need to contact the Transportation Supervisor to provide documentation of such a condition and to make arrangements for transportation.

RESPONSIBILITIES:

All Drivers are responsible for reporting abusive or disruptive behavior. The Transportation Supervisor and/or Executive Director will be responsible for determining the consequences and enforcement of such behavior.

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Country Neighbor Program, Inc.
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SUBJECT: WHEELCHAIR SECUREMENT		SECTION: SAFETY
EFFECTIVE DATE:	April 14, 2008	REPLACES:
APPROVED BY:	Board of Directors	
APPROVAL DATE:	April 14, 2008	

DIRECTIVE:

To comply with the Americans with Disabilities Act of 1990 in providing equal access to public transportation for persons with disabilities.

PROCEDURE:

All Country Neighbor Program, Inc. Transit passengers must wear safety belts at all times while aboard a Country Neighbor Program, Inc. vehicle. All passengers using wheelchairs and other mobility devices will be secured using a four-point tie-down system.

Country Neighbor Program, Inc. cannot deny service to any passenger if the wheelchair or mobility device cannot be secured to the satisfaction of the driver.

When a wheelchair or mobility device is difficult to secure properly, the driver is expected to make every effort at securing before requesting that the passenger transfer to a regular seat. The driver may *request* the passenger transfer to a regular seat but will not be permitted to **require** the passenger transfer if proper securement is not possible.

Wheelchairs and other mobility devices are to be secured facing forward.

The four-point tie down system will be used for all mobility devices.

Use the seatbelt (with shoulder restraint), which attaches to the floor if the vehicle is equipped with one.

Ensure that the lap belt stays on.

If the shoulder restraint cannot be used the lap belt alone will suffice; however, these should be rare occasions.

Ensure that the mobility device brakes are applied.

Attach straps to the floor connection points first.

Connect front tie down straps (pull or cam type; not ratchet) to a T-connector or the wheelchair frame on the front half of the wheelchair.

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Connect back, ratchet tie-down straps to a T-connector on the back half of the wheelchair. Do not connect straps to the wheels, footrests, armrest or any detachable or flexible part of the wheelchair. Do not pass the straps through the rear spokes.

A tightened tie-down strap must form a straight line (no slack) at a 45-degree.

Exercise proper bending techniques when securing straps.

Unoccupied wheelchairs (when the passenger has transferred to a seat) must be tied down securely.

Verify straps are secure and that the device does not move.

Electric wheelchairs must have the power turned off while secured.

Reminder:

- ✓ Store loose tie-down straps when not in use.
- ✓ Keep tracks clean and free of dirt and debris.
- ✓ Pull a wheelchair downhill and push when moving uphill.
- ✓ Always inform Transportation Supervisor when you are loading a wheelchair passenger.
- ✓ Immediately report any malfunctions with lift equipment to Transportation Supervisor so that repairs can be schedule as soon as possible.

RESPONSIBILITIES:

The Transportation Supervisor is responsible for ensuring all drivers are trained in the procedure.

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Country Neighbor Program, Inc.
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SUBJECT:	PASSENGERS WITH PORTABLE OXYGEN BREATHING AIDS	SECTION:	SAFETY
EFFECTIVE DATE:	April 14, 2008	REPLACES:	
APPROVED BY:	Board of Directors		
APPROVAL DATE:	April 14, 2008		

DIRECTIVE:

To provide guidance on transporting passengers using portable oxygen breathing aids.

PROCEDURE:

Passengers should inform the Transportation Supervisor at time of reservation that a portable oxygen breathing aid will be transported with the passenger.

Drivers will be aware of the features and problems associated with portable oxygen aids. All drivers will receive training on the features of portable oxygen tanks during new hire training. Specific procedures will be available as necessary. The following general procedures will apply to most portable oxygen aids:

- Drivers will secure all oxygen containers during transportation by the most secure means available.
- Containers commonly secured to a mobility device may stay in those securements.
- Containers attached to mobility aids such as walkers must be separately secured to the vehicle by the most secure means available.
- Spare tanks must be secured to the vehicle by the most secure means available.

Passengers are to be advised by Transportation Supervisor of the estimated length of the trip and the time that the passenger is expected to be on the vehicle. This may impact the quantity of oxygen the passenger requires.

Drivers are not permitted to connect hoses, disconnect hoses, or change oxygen tanks.

RESPONSIBILITIES:

Responsibilities as defined above.

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POLICIES AND PROCEDURES MANUAL

TRAINING

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Country Neighbor Program, Inc.
Policy Manual
P.O. Box 212, 39 S. Maple St., Orwell, OH 44076

SUBJECT:	EMPLOYEE TRAINING REQUIREMENTS	SECTION:	TRAINING
EFFECTIVE DATE:	April 14, 2008	REPLACES:	
APPROVED BY:	Board of Directors		
APPROVAL DATE:	April 14, 2008		

DIRECTIVE:

To establish guidelines for effective documentation of all employee training.

PROCEDURE:

The Administrative Assistant/HR Manager will document all training in each employee's personnel file.

The Transportation Supervisor will keep a spreadsheet containing the following information:

- ✓ Employee name
- ✓ Course title
- ✓ Instructor name
- ✓ Instructor credentials (if available)
- ✓ Training materials (if available)
- ✓ Date of training
- ✓ Date of refresher (if required)

Employees will be expected to attend periodic safety training and update meetings are required.

Orientation of New Hires will include:

1. Policy and Procedures Manual
2. Personnel Policy Manual
3. Scheduling
4. Cell Phone Procedures
5. Office and Paperwork Requirements
6. Training Requirements for Drug and Alcohol Program
7. Vehicle Familiarization of all vehicles
8. Basic Operations and Maneuvering
9. Pre and Post Trip Inspections
10. Adverse Weather Conditions

Other Trainings:

1. Bloodborne Pathogens –Annually as required by OSHA
2. ADA Requirements
3. Other Federal and State Requirements

First Aid and CPR

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Training will be conducted on first aid, CPR, and proper pre- and post-trip inspections. All drivers must be certified in first aid and CPR. A refresher course will be required for updated certification.

Backing-up Vehicles

New employees will be trained in backing-up procedures including walk-around's and using spotters.

Boarding and Alighting Passengers

Proper procedures for boarding and alighting passengers safely will be covered. This includes stopping, starting, bus stops, special situations, and hazardous conditions on steps or outside the vehicle.

Lift Procedures and Wheelchair Securement

Proper procedures for the safe use of all wheelchair accessible equipment, four-point securement devices, and boarding/alighting techniques will be covered. Topics include lift deployment, manual lift operations, proper securement techniques, and various mobility aid securement techniques.

Defensive Driving Course (DDC)

Drivers shall complete the National Safety Council's Defensive Driving Course (DDC) or other approved course prior to beginning driving duties. If drivers are unable to complete the course prior to beginning duties, the course must be completed within six months following employment. Refresher training will be required every three (3) years. The four-hour Defensive Driving Course II (DCII) may be used as the refresher course for those drivers who have previously completed the eight-hour DDC core course.

Passenger Assistance (DRIVE) Training

All drivers operating wheelchair lifts, ramps, or otherwise assisting disabled persons shall receive specialized training and supervised practice on safe and proper techniques prior to offering such assistance. Such drivers shall also be prepared to deal with mechanical failures of lifts or other emergencies that may arise. An eight (8) hour training program will be completed.

RESPONSIBILITIES:

Responsibilities shall be as defined above.

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INSERT ORIGINAL FROM SEPARATE FILE (PICTURE ONLY)

Ohio Department of Aging (ODA) and Ohio Department of Transportation (ODOT)

Training Requirements

Funding Program	ODA TITLE III	ODA Passport	ODOT Rural Transit Program (Section 5311)	ODOT Specialized Transportation Program (Section 5310)
Requirement	Driver Requirements:	Driver Requirements:	Driver Requirements:	Driver Requirements:
First Aid and CPR	Certificate of completion for first aid & CPR training class *(173-3-02)*	Certificate of completion for first aid & CPR training class *(173-39-02.13)*	Certificate of completion for first aid and CPR training class *(March 10, 2006 letter)*	Certificate of completion of first aid and CPR training class *(March 10, 2006 letter)*
Defensive Driving Course	Completion of defensive driving course *(173-3-02)*	Completion of defensive driving course *(173-39-02.13)*	Defensive driving course is encouraged *(March 10, 2006 letter)*	Defensive driving course is encouraged *(March 10, 2006 letter)*
DRIVE or Passenger Assistance Course	Completion of DRIVE training course *(173-3-02)*	Completion of DRIVE training course *(173-3-02)*	Completion of some type of passenger assistance training within six months of hire *(Rural Transit Manual)*	Completion of some type of passenger assistance training within six months of hire *(March 10, 2006 letter)*
Bloodborne Pathogens	Not addressed, OSHA requirement	Not addressed, OSHA requirement	Completion of bloodborne pathogens training *(Rural Transit Manual)*	Completion of bloodborne pathogens training *(March 10, 2006 letter)*
Wheelchair securement training	Wheelchair securement and lift operation training *(173-3-02)*	Wheelchair securement and lift operation training *(173-39-02.13)*	Wheelchair securement training *(Rural Transit Manual)*	Wheelchair securement training *(March 10, 2006 letter)*
Drug and Alcohol Testing	Completion of a pre-employment drug and alcohol test *(173-3-02)*	Completion of a pre-employment drug and alcohol test *(173-39-02.13))*	Completion of pre-employment alcohol test *(March 10, 2006 letter)* Compliance with FTA drug & alcohol program as required, including training requirements.	Completion of a pre-employment drug & alcohol test *(March 10, 2006 letter)* Compliance with FMCSA drug & alcohol program as required including training requirements
Misc.	Training must be completed & certificates of completion must be received within 6 months of hire *(173-3-02)*	Training must be completed & certificates of completion must be received within 6 months of hire *(173-5-02)*	Training must be completed & certificates of completion must be received within 6 months of hire or sooner as prescribed for some types of training requirements *(Rural Transit Manual)*	Training & certificates of completion must be received within 6 months of hire *(March 10, 2006 letter)*

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POLICIES AND PROCEDURES MANUAL

CUSTOMER SERVICE

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Country Neighbor Program, Inc.
Policy Manual
P.O. Box 212, 39 S. Maple St., Orwell, OH 44076

SUBJECT: LIFT PROCEDURES		SECTION: CUSTOMER SERVICE
EFFECTIVE DATE:	April 14, 2008	REPLACES:
APPROVED BY:	Board of Directors	
APPROVAL DATE:	April 14, 2008	

DIRECTIVE:

To comply with the Americans with Disabilities Act of 1990 in providing equal access to public transportation for persons with disabilities.

DEFINITIONS:

A "common wheelchair" is defined as one that does not exceed 30-inches in width and 48-inches in length measured two inches above the ground and does not weigh more than 600-pounds when occupied. Three-wheeled scooters and other non-traditional wheelchairs which fall within the before mentioned dimensions are also considered "common wheelchairs" and will be transported.

PROCEDURE:

It is the practice of Country Neighbor Program, Inc. to attempt to transport any mobility device regardless of shape and size. Special techniques may be required when providing door-to-door service for a passenger in a wheelchair. When assisting non-ambulatory passengers, please follow the procedure outlined below.

Positioning the Vehicle

- Ensure that the vehicle is parked on level ground and not leaning toward or away from the loading ramp.
- For stopping points close to structures, ensure adequate room for platform deployment and passenger maneuverability.
- Lift platform should rest on concrete or pavement when completely deployed. Avoid loading areas which are soft, wet, slippery, etc.

Lift Deployment

- Set the vehicle parking brake with the transmission in the PARK position and the engine running.
- *(If the vehicle is equipped with a fast-idle option, ensure the switch is ON.)*
- Open the lift door(s) and locate the controls.
- Ensure that the area is clear, and the passenger is a safe distance from the extended platform.
- Unfold the platform from the stowed position ensuring that, when extended, the lift is level with the ground.
- (If the lift is not level when fully extended, report the condition to the Transportation Supervisor for repair/maintenance.)
- Lower the platform to ground level until the roll stop unfolds to allow for loading.

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Loading/Unloading the Passenger

- Inform the passenger that loading will begin. It is important to communicate with the passenger at every point in the loading process to ensure that passengers are prepared for the movement of the lift and the necessary maneuvering inside the vehicle prior to securement.
- Always hold the wheelchair handles when raising and lowering the lift platform.
- Ensure that the passengers' arms and legs are kept as close to the body as possible to avoid injury during operation.
- Back the passenger onto the platform and secure the wheelchair brakes.
- (If the wheelchair is electric, ensure that the power is turned off and the transmission is in neutral.)
- If space permits, ride the lift platform with the passenger. If space is too restrictive, stand alongside the platform while raising and lowering the platform.
- Once the platform is level with the floor of the vehicle, release the wheelchair brakes and back the passenger into position for securement.
- Secure the chair as described in the Securement policy.
- Return the wheelchair to the stow position before setting the vehicle in motion.

Standees

- Country Neighbor Program, Inc. will allow ambulatory passengers to use the lift for boarding/exiting the vehicle if requested; a mobility device or aid is not required.
- Ensure that the passenger stands in the center of the platform and holds both handrails while the lift is in motion.
- Drivers must stand behind the passenger and ride the lift up when room permits.
- Follow the operation procedures described above.

Manual Operation

In the event of an electrical malfunction aboard the vehicle, it may be necessary to operate the lift manually by following these instructions:

(NOTE: The following instructions will need to be customized to reflect the appropriate manual operation instructions for the model of lift currently in use by your transit system)

- Locate the manual operation instructions on or near the pump cover.
- To load/unload a passenger from the vehicle using the manual method, locate the hand pump handle (During your Pre Trip Inspection always check to make sure the manual handle is present).
- Place the slotted end of the pump handle into the pump, release valve, and turn it counter-clockwise one-half turns.
- Let platform fully unfold until it reaches floor level then turn the pump release valve clockwise to stop the platform. The valve must be tight; making sure not to over tighten.
- Place the passenger on the lift platform within the yellow boundary markings and lock the wheelchairs brakes.
- Turn the pump release valve one-half turn counter clockwise until the platform reaches the ground and the roll stop fully unfolds.
- Release the wheelchairs brakes and move the passenger off the lift.
- To stow the platform back into the vehicle, insert the slotted end of the pump handle into the pump valve and turn it clockwise one-half turns. Remember not to over tighten the valve.
- Remove the pump handle from the release valve and place it into the back-up pump and stroke until the platform reaches floor level.

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(NOTE: Only Country Neighbor Program, Inc. personnel trained in the operation of wheelchair lift equipment are permitted to control the lift platform of any vehicle.)

Low ramp mini-vans

- Set the vehicle parking brake with the transmission in the PARK position and the engine running.
- *(If the vehicle is equipped with a fast-idle option, ensure the switch is ON.)*
- Open the lift door(s).
- Ensure that the area is clear and the passenger is a safe distance from the extended platform.
- Unfold the platform from the stowed position ensuring that, when extended, the lift is level with the ground.
- (If the lift is not level when fully extended, report the condition to the Transportation Supervisor for repair/maintenance.)
- Lower the platform to ground level ensuring that the roll stop unfolds to allow for loading.
- Back the passenger onto the platform and into position inside the vehicle, securing the wheelchair brakes when finished.
- (If the wheelchair is electric, ensure that the power is turned off and the transmission is in neutral.)
- Secure the wheelchair as described in the Securement policy.
- Return the ramp to the stow position.
- Close the lift door(s).

RESPONSIBILITIES:

The Transportation Supervisor is responsible for ensuring all drivers are trained in the procedure.

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Country Neighbor Program, Inc.
Policy Manual
P.O. Box 212, 39 S. Maple St., Orwell, OH 44076

SUBJECT: PERSONAL CARE ATTENDANTS SECTION: CUSTOMER SERVICE

EFFECTIVE DATE: April 14, 2008 REPLACES:
APPROVED BY: Board of Directors
APPROVAL DATE: April 14, 2008

DIRECTIVE:

To provide guidance to persons requiring an accompanying personal care attendant during transit provided trips.

DEFINITIONS:

Personal Care Attendant (PCA) – Persons eligible under Americans with Disabilities Act (ADA) regulations must be allowed a personal care attendant. A PCA is someone designated or employed specifically to help the eligible individual meet his or her personal needs.

PROCEDURE:

A disabled passenger may have one (1) personal care attendant (PCA) ride with them at no charge.

To ensure sufficient seating capacity, the passenger should inform the Scheduler when making a reservation that a personal care attendant is required and will be accompanying the passenger.

The PCA is expected to care for the passenger while en route to the destination.

The PCA must furnish any care over and above routine passenger assistance provided by the Driver.

Use of the PCA is the discretion of the passenger.

RESPONSIBILITIES:

It is the responsibility of the Transportation Supervisor and Driver to ensure compliance with this procedure.

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Country Neighbor Program, Inc.
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SUBJECT: SERVICE ANIMALS		SECTION: CUSTOMER SERVICE
EFFECTIVE DATE:	April 14, 2008	REPLACES:
APPROVED BY:	Board of Directors	
APPROVAL DATE:	April 14, 2008	

DIRECTIVE:

To provide guidelines for the transport of service animals on transit vehicles.

DEFINITIONS:

Service Animal - The ADA defines a service animal as any guide dog, signal dog, or other animal individually trained to work or perform tasks for an individual with a disability. If they meet this definition, animals are considered service animals under the ADA regardless of whether they have been licensed or certified by a state or local government.

Service animals perform some of the functions and tasks that the individual with a disability cannot perform for himself or herself. "Seeing eye dogs" are one type of service animal, used by some individuals who are blind. This is the type of service animal with which most people are familiar. There are service animals that assist persons with other types of disabilities in their day-to-day activities. Some examples include:

- Alerting persons with hearing impairments to sounds.
- Pulling wheelchairs or carrying and picking up things for persons with mobility impairments.
- Assisting persons with mobility impairments with balance.

PROCEDURE:

Service animals are permitted to accompany individuals with disabilities in the vehicles and agency facilities. Animals may not occupy a seat in any public conveyance; the dog must be leashed while using the facilities of a common carrier. The passenger must always be in direct control of the service animal.

It is the responsibility of the passenger to inform the scheduler when scheduling a ride that a service animal will be present. This information is then relayed to the driver through a notation on the manifest.

Transportation Supervisor may ask the following questions:
Is the animal a pet or a service animal?
What service has the animal been trained to perform?

Dispatchers/Drivers may NOT ask the following questions:
What is the passenger's disability?
Does the passenger have proof of certification or other documentation for the service animal?

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If a situation occurs, contact the Transportation Supervisor immediately for further direction concerning animals.

RESPONSIBILITIES:
It is the responsibility of the Transportation Supervisor to ensure compliance with this procedure.

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Country Neighbor Program, Inc.
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P.O. Box 212, 39 S. Maple St., Orwell, OH 44076

SUBJECT: TRIP DENIALS	SECTION: CUSTOMER SERVICE
EFFECTIVE DATE: April 14, 2008	REPLACES:
APPROVED BY: Board of Directors	
APPROVAL DATE: April 14, 2008	

DIRECTIVE:

To comply with Americans with Disabilities Act of 1990, a trip denial log will be maintained in order not to deny service to an individual with disabilities solely because the individual's disability results in appearance or involuntary behavior that may offend, annoy, or inconvenience employees of the agency or passengers.

DEFINITIONS:

Trip Denial – In a demand response system, a trip denial occurs when a passenger's trip request cannot be accommodated due to capacity constraints. Trip times may be negotiated with the passenger within one hour prior or one hour past the requested time. If the requested trip can only be accommodated outside of this "window," it is a trip denial.

PROCEDURE:

All trip denials shall be logged using the attached form.

Trip denials will be compiled quarterly and submitted to ODOT as required.

RESPONSIBILITIES:

It is the responsibility of the Transportation Supervisor to ensure compliance with this procedure.

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POLICIES AND PROCEDURES MANUAL

MAINTENANCE

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Country Neighbor Program, Inc.
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SUBJECT: PREVENTATIVE MAINTENANCE	SECTION: MAINTENANCE

EFFECTIVE DATE:	April 14, 2008	REPLACES:
APPROVED BY:	Board of Directors	
APPROVAL DATE:	April 14, 2008	

DIRECTIVE:

To establish a quality preventive maintenance program that will ensure safe, reliable vehicles and will lower operations cost.

PROCEDURE:

Each driver is responsible for reporting to the Transportation Supervisor when any preventive maintenance is necessary (i.e. oil changes, squeaky brakes, non-operating lights, etc.). This should be done on an Inspection sheet turned in daily.
A sticker stating the mileage when the next oil change is required will be in the upper left-hand corner of the windshield. Driver must monitor the mileage.

See Country Neighbor Program, Inc. Provider's maintenance plan for individual vehicle's preventive maintenance schedule.

The Transportation Supervisor will log all maintenance activities into the individual vehicle maintenance log. The log includes activity performed, date of maintenance activity, and mileage of the vehicle at the time of each maintenance activity as well as total parts and labor cost. All preventive maintenance and repairs to lifts and ramps must be documented on the vehicle's maintenance log.

RESPONSIBILITIES:

Drivers are responsible for reporting all preventive maintenance requests as they arise. The Transportation Supervisor is responsible for scheduling and logging all maintenance performed.

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Country Neighbor Program, Inc.
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SUBJECT: DAILY PRE-TRIP INSPECTIONS		SECTION: MAINTENANCE
EFFECTIVE DATE:	April 14, 2008	REPLACES:
APPROVED BY:	Board of Directors	
APPROVAL DATE:	April 14, 2008	

DIRECTIVE:

To ensure all vehicles in operation are safe and in good condition.

DEFINITIONS:

Pre-trip Inspection is a thorough vehicle inspection completed before a vehicle is put into revenue service.

PROCEDURE:

Example 1

All drivers are required to perform a pre-trip inspection of any vehicle to be used in revenue service. The pre-trip inspection must be performed at the beginning of each driver shift prior to departure from Country Neighbor Program, Inc. facilities.

If a driver reports for duty and is assigned a vehicle inspected by a different driver at an earlier point in the day, that driver must still perform the daily pre-trip inspection. Likewise, if a driver is assigned a second (or more) vehicle to complete a daily shift, a pre-trip inspection must be performed on each vehicle driven for revenue service.

Country Neighbor Program, Inc. will provide a pre-trip inspection form that each driver is required to complete before beginning a daily shift or before beginning use of a newly assigned vehicle. The pre-trip inspection form is to be turned in immediately following the inspection for supervisor review.

The pre-trip inspection will be part of all new driver orientation and training. A refresher course will be conducted every two years to ensure all drivers are familiar with the process and to ensure that all vehicles are given the most thorough inspection possible.

As required by ADA regulations, all lifts must be cycled during the pre-trip inspection. Any problems with the operation of the lift must be reported immediately to the Supervisor on duty.

All vehicle defects are to be recorded on the pre-trip inspection form. Any defects that affect the operational safety of the vehicle are to be reported immediately to the supervisor, the

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dispatcher on duty, or management so arrangements can be made to repair the defect immediately.
Drivers are never to operate a vehicle with questionable safety issues.

The Transportation Supervisor will ensure pre-trip inspections are being completed via the Monitoring Memo process. Prior to the start of a driver shift, the Transportation Supervisor will place a 4"x 6" placard in an area of the vehicle included in the pre-trip inspection process. When discovered, the driver is to return the placard along with the inspection form and indicate where the placard was discovered.

RESPONSIBILITIES:

Responsibilities as defined above.

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Country Neighbor Program, Inc.
Policy Manual
P.O. Box 212, 39 S. Maple St., Orwell, OH

SUBJECT: VEHICLE CLEANING		SECTION: MAINTENANCE
EFFECTIVE DATE:	April 14, 2008	REPLACES:
APPROVED BY:	Board of Directors	
APPROVAL DATE:	April 14, 2008	

DIRECTIVE:

To ensure that all vehicles are cleaned on a regular schedule in order to present a positive image in the community.

PROCEDURE:

All vehicles will be cleaned on the inside on a daily basis and the outside on a weekly basis. It is the primary responsibility of the driver to assure that their vehicle is cleaned daily on the inside.

Drivers may be asked to clean exteriors of vehicles during downtime. Cleaning supplies will be available from the office. It is the responsibility of the Transportation Supervisor to assure cleaning supplies are available.

Drivers may be given tokens to wash the vehicle at the local car wash. (Token dispensing procedure will be followed.) Not all of Country Neighbor Program, Inc. vehicles can be washed at the local car wash.

If a vehicle is extremely dirty between scheduled cleanings due to weather conditions, construction, or other unforeseen reasons, the driver should inform the Transportation Supervisor.

Random inspect of vehicles will be conducted by office staff. Failure to maintain a vehicle's cleanliness could result in disciplinary action.

RESPONSIBILITIES:

Responsibilities as defined above.

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POLICIES AND PROCEDURES MANUAL

DISPATCHING & RADIO

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Country Neighbor Program, Inc.
Policy Manual
P.O. Box 212, 39 S. Maple St., Orwell, OH

SUBJECT: VEHICLE AM/FM RADIO		SECTION: DISPATCHING & RADIO
EFFECTIVE DATE:	April 14, 2008	REPLACES:
APPROVED BY:	Board of Directors	
APPROVAL DATE:	April 14, 2008	

DIRECTIVE:

To provide guidance on the appropriate use of the AM/FM radio in transit vehicles.

PROCEDURE:

The vehicle's radio cannot be played while the vehicle is in service.

RESPONSIBILITIES:

Drivers are responsible for ensuring compliance with this policy.

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POLICIES AND PROCEDURES MANUAL

RECORD KEEPING

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Country Neighbor Program, Inc.
Policy Manual
P.O. Box 212, 39 S. Maple St., Orwell, OH 44076

SUBJECT: DATA DEFINITIONS		SECTION: RECORD KEEPING
EFFECTIVE DATE:	April 14, 2008	REPLACES:
APPROVED BY:	Board of Directors	
APPROVAL DATE:	April 14, 2008	

DIRECTIVE:

To ensure that ODOT's most current data definitions are used to track and report data.

DEFINITIONS:

Actual Revenue Miles of Service (ARMS) - The miles that vehicles travel while in revenue service. Actual revenue miles exclude: deadhead, operator training, maintenance, testing, school bus service, and charter services.

Total Miles of Service (TMS) - The total miles that a vehicle travels from when the vehicle leaves the transit facility until the vehicle returns to the facility. This does include deadhead time and actual revenue miles as defined in ARMS. Total miles of service exclude: operator training, maintenance, testing, school bus service, and charter services.

Passenger Trips - The number of passengers who board public transportation vehicles. Passengers are counted each time they board vehicles no matter how many vehicles they use to travel from their origin to their destination. Passenger trips include Personal Care Attendants (PCA), transfers, and non-paying passengers. Passenger trips exclude service animals, meals, and packages.

Trip Denials - In a demand response system, a trip denial occurs when a passenger's trip request cannot be accommodated due to capacity constraints. Trip times can be negotiated with the passenger as long as the new trip time does not go beyond one hour prior or one hour past the requested time. Even if the trip can be accommodated outside of this "window," it is a trip denial.

Road Calls – Any situation which requires assistance for maintenance is considered a road call and must be reported as such. Assistance is defined by a mechanic or support personnel meeting the vehicle in route or at a layover point, e.g. to switch a vehicle on a route, replace a headlight, check low tire pressure or repair a malfunctioning passenger ramp/door.

PROCEDURE:

Each driver will be required to document information used to report data correctly and completely on the driver's manifest.

The Executive Director will be responsible for developing a method of capturing data using ODOT's definitions.

All transit providers used to provide service must report data using the most current ODOT-approved definitions.

The Executive Director will provide training to all transit providers and drivers on data definitions.

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RESPONSIBILITIES:

Responsibilities shall be defined as above.

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Country Neighbor Program, Inc.
Policy Manual
P.O. Box 212, 39 S. Maple St., Orwell, OH 44076

SUBJECT:	MONTHLY/ANNUAL STATISTICS AND REPORTING	SECTION:	RECORD KEEPING
EFFECTIVE DATE:	April 14, 2008	REPLACES:	
APPROVED BY:	Board of Directors		
APPROVAL DATE:	April 14, 2008		

DIRECTIVE:

To capture data on a monthly basis to be used for service evaluations.

PROCEDURE:

The Transportation Supervisor will maintain vehicle revenue and service miles, vehicle revenue and service hours, contract and general public trips, and trip denials on a monthly basis.

All monthly reporting statistics will be used for the following purposes:

- To determine trends or patterns for planning purposes;
- To determine if goals and objectives related to service are being met;
- The monthly statistics will be used to compile reports to ODOT, as required;
- To calculate performance measures including passengers per hour, cost per trip, cost per mile, and cost per hour; and
- To compare and evaluate the progress of service from previous months.

Annual statistics will be used to compare and evaluate the progress of service from previous years.

Annual statistics will be used for planning purposes.

RESPONSIBILITIES:

The Transportation Supervisor is responsible for maintaining monthly and annual statistical reports.

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Administration policy handbook

Country Neighbor Program, Inc.
Policy Manual
P.O. Box 212, 39 S. Maple St., Orwell, OH 44076

SUBJECT: DRUG AND ALCOHOL RECORDS SECTION:

EFFECTIVE DATE: April 14, 2008 REPLACES:
APPROVED BY: Board of Directors
APPROVAL DATE: April 14, 2008

DIRECTIVE:

To ensure compliance with 49 CFR Parts 40 and 655, which govern the maintenance and storage of all drug and alcohol testing records for agencies receiving funding through the Federal Transit Administration.

PROCEDURE:

All drug and alcohol testing records must be maintained in a file separate from all other employee files and stored in a secure location (i.e. locked file cabinet).

The following drug and alcohol testing records must be maintained for a minimum of five (5) years from the date of creation:

(1) Covered employee verified positive drug and alcohol test results;
(2) Documentation of refusals to take required drug or alcohol tests;
(3) Covered employee referrals to the Employee Assistance Program;
(4) Employer reports from Employee Assistance Program; and

The following drug and alcohol testing records must be maintained for the indicated timeframe:

(1) All drug and alcohol test results obtained from previous employers for new hirers or transfers into safety-sensitive positions for a minimum of three (3) years.
(2) All records of the collection process and employee training for a minimum (2) years.

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(3) All negative drug and alcohol test results for a minimum one (1) year.

RESPONSIBILITIES:

The Country Neighbor Program, Inc. Administrative Assistant/Human Resources Manager will maintain all required drug and alcohol testing records.

Administration Hand Book only:

Country Neighbor Program, Inc.
Policy Manual
P.O. Box 212, 39 S. Maple St., Orwell, OH 44076

SUBJECT: PROCUREMENT	SECTION:
EFFECTIVE DATE: April 14, 2008	REPLACES:
APPROVED BY: Board of Directors	
APPROVAL DATE: April 14, 2008	

DIRECTIVE:

To establish general guidelines for the procurement of goods or services.

DEFINITIONS:

Most goods and/or services to be procured can be classified into one of six major categories which are especially useful in selecting the most appropriate procurement method or type. Each of these is described below. In the event that certain goods and/or services to be procured do not conveniently fit into the categories below, or the category simply does not appear to have reasonable procurement procedures for the goods and/or services desired, further advisory assistance shall be obtained. The classification system and procurement procedures presented herein are only intended as useful guidelines and shall be applied with appropriate discretion.

Construction – Construction is intended to mean construction, rehabilitation, improvement, enlargement, installation, demolition, alteration, repair, painting, decorating, or any similar activity as regards to any public improvement, structure, or fixed asset.

Equipment and Supplies – Equipment and supplies are intended to mean the purchase (or lease) of any equipment or supplies within the conventional meaning of equipment or supplies. It is also intended to mean the repair, rehabilitation, installation or transport of equipment or supplies. (The repair, installation or other procurement activities related to major capital equipment, or fixed assets, however, might need to be evaluated as to whether or not it involves requirements regarding prevailing wages for construction, as also would any construction materials, equipment or supplies.)

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Professional Activities, Product Oriented – Professional activities are intended to include the services of accountants, architects, attorneys, physicians, professional engineers or surveyors, appraisers, planning consultants or similar persons, or organizations. Product oriented professional activities are intended to mean services in which a somewhat standardized, well-defined product, such as plans and specifications for the construction of a storage building, is desired, or the appraisal of the fair market value of a certain parcel of real estate based on generally accepted appraisal standards. A product oriented professional service is one in which the service can be well defined at or before the time a service contract is executed with little need for further communication between the parties involved.

Professional Activities, Service Oriented – Service oriented professional activities are intended to mean professional services, as are generally described above, which cannot be well defined at

or before the time a service contract is executed and in which the quality of the outcome depends significantly on frequent interaction between the parties involved. Examples might include legal advisory services where the full nature of the legal problems is not readily apparent. Service oriented professional activities might also include the preparation of plans and specifications for the construction (or rehabilitation) of a building or other public improvement, but only where the quality of the outcome depends significantly on the architect or engineer working closely with his/her client on a variety of needs or problems which can only become apparent as different stages of the project go forward. In each of these cases it is the service which is to be provided before, during and/or after any product is prepared which is most important.

Sole Source – Sole source procurement of goods or services is intended to mean goods or services which by their very nature can only be reasonably provided by one person, company or organization. This is intended most frequently to mean suppliers of replacement or supplemental parts for products or equipment owned or leased by the local governmental jurisdiction where the source is limited to s single supplier (within reasonable proximity).

Emergencies – Emergency types of procurement could include any of the above which are needed in such haste that the normal procedures are not possible and for which the estimated cost is less than $15,000. In such case the Executive Director with money already appropriated or to be appropriated must make a determination that a real and present emergency exists and such determination and the reasons therefore must be entered in the minutes of the proceedings of the Board of Directors meeting. The $15,000 limit does not apply when there is actual physical disaster to structures.

PROCEDURE:

The procurement methods or types as described below are intended as general guidelines for procurement and are not expected to always be 100% suitable without appropriate refinements or exceptions. In any instance, if it is determined that these guidelines do not fully meet the provisions of the Ohio Revised Code, the Ohio Revised Code shall prevail unless local policy is more stringent. Likewise, it is always necessary to determine all additional provisions which must be met.

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The primary purpose of these guidelines is to provide reasonable and normally consistent procedures for selecting a method of procurement for goods and services which are not covered by the Ohio Revised Code, with the purpose of providing maximum open and free competition in an administratively practical and efficient manner.

Competitive, Advertised Sealed Bids – In this method of procurement, Country Neighbor Program, Inc. will follow all the requirements of the public bidding procedures of the Ohio Revised Code as it applies to counties.

Competitive Negotiations, Requests for Proposals (RFP) – RFPs are intended to be used primarily to procure for professional services where the service can be well defined before the time a service contract is to be executed and such service involves the preparation of a product which in and of itself is more important than the process or service which was used to result in

the product. The RFP procurement method places a strong emphasis on obtaining a contract at the lowest possible cost although it still allows moderate consideration to be given to other factors and it still allows some negotiation. It is very important in requests-for-proposals to have a well defined, itemized scope of services to which prospective proposer can response.

The request for proposal process, at a minimum, must include all of the following:

- ✓ A formal RFP packet which contains all information necessary for a prospective proposer to submit a competitive proposal, especially including a well-defined, itemized scope of services and clear statements regarding other expectations from the professional service provider.
- ✓ The proposal and all associated costs must be in separate packets.
- ✓ A deadline for submission of a written price quotation and other information and reasonable procedures to assure confidentiality of the quote until the deadline.
- ✓ A list of potential service providers who were contacted and invited to submit proposals and, if not otherwise readily apparent, a statement explaining why such persons/firms were chosen. Normally 3-5 persons/firms shall be contacted. If more than 5 persons/firms are to be considered they will first be screened to the 3 to 5 number on the basis of a request-for-qualifications procurement procedure.
- ✓ A resolution by the Governing Board awarding the contract to the selected service provider which states the names and price quotations of all proposals received, the results of any negotiations which were conducted, and an explanation of why the contract was awarded to anyone who was did not submit the lowest proposal.

Competitive Negotiations, Requests for Qualifications (RFQ) – Requests for qualifications is intended to be used primarily to procure for professional services where the service cannot be well defined before the time a service contract is to be executed and where it is the service which is to be provided before, during, and/or after any product is prepared which is most important.

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The RFQ procurement method places a strong emphasis on the qualifications of the service provider and allows maximum flexibility in negotiation of a fair basis for cost/compensation. It is very important in RFQs to allow for a wide variety of selection criteria and subjective judgment. Final selection shall normally be made directly by the Executive Director rather than delegating such responsibility to anyone else and the Governing Board members shall make a strong effort to be aware of the important factors involved. Procurement under the RFQ method may be conducted on an as needed basis, once per year, or once every two or three years. Qualifications shall be solicited by public advertising or by mail, or both, but in any case the Executive Director shall retain a file of all qualifications (and letters of interest) received, whether solicited or unsolicited, for a minimum of three years from which to consider possible service providers.

The request for qualifications process, at a minimum, must include all of the following:

- ✓ An invitation of RFQ which clearly states the professional services being or to be considered and the process necessary to submit such qualifications or other information, published and/or distributed to a minimum of three of each type of service provider at least once every three years.

- ✓ A public file containing all such qualifications and other information received, whether solicited or unsolicited, in the past three or more years.

- ✓ A list of potential service providers who were contacted (if public advertising was not used) and invited to submit qualifications and, if not otherwise readily apparent, a statement as to why such persons/firms were chosen.

- ✓ A Governing Board awarding the contract to the selected service provider, stating the primary reason or reasons such person/firm was selected and how the agreed upon basis for compensation was determined.

Small Purchase Procedures, Request-for-Quotes, Formal – Formal requests-for-quotes is intended to represent a procurement process which fairly similar to advertised, sealed bids but which allows moderate flexibility. The advantages of such flexibility are intended to allow some savings in time, to allow "targeting" of certain groups of contractors to achieve other worthwhile benefits (e.g. small businesses, minority businesses, or local businesses), and/or to allow the elimination of certain ORC required documents or procedures (e.g. performance bonds) where such items are not really needed.

The formal request for quotes process, at a minimum, must include all of the following:

- ✓ A formal, written quote packet setting forth all plans, specifications and contract documents.

- ✓ A deadline for submission of a written price quotation and reasonable procedures to assure confidentiality of the price quotation until after the deadline.

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- ✓ A list of contractors who were contacted and invited to submit price quotations and, if not otherwise readily apparent, a statement explaining why such contractors were chosen. Normally at least 3 contractors shall be contacted.

- ✓ A resolution passed by the Board of Directors authorizing a specific person to conduct the procurement process, indicating that such person is authorized to negotiate a reduction in price or other terms of the proposed contract after all quotes are received, indicating why it is expected that the cost will be less than $15,000 indicating the approximate time frame for the procurement process, and stating that the Board reserves the right to reject any /all bids/quotes.

- ✓ A written statement from the specific person named above that he/she has completed the procurement process, summarizing any negotiations which were conducted with any bidder after all quotes were received, and recommending to whom the contract should be awarded and why.
- ✓ The Board of Control will award the bid/contract to the selected contractor, stating the names and price quotations of all contractors who submitted same, stating the results of any negotiations which were conducted to decrease the price quotations or change other terms of the proposed contract after the original quotes were received, and explaining why the bid/contract was awarded to anyone who was not the lowest bidder. No bid/contract shall be awarded if the price/quote exceeds $15,000.

Small Purchase Procedures, Request for Quotes, Informal – Informal-requests-for-quotes is intended to represent a procurement process which allows even more flexibility than the formal requests-for-quotes process but still assures a reasonable amount of open and free competition. The informal request for proposal process, at a minimum, must include all of the following:

- ✓ A written, informal quote packet to include all plans and specifications which are needed to perform the contract plus an outline of all additional pertinent information about the intended quote process and contract. All such information shall be communicated to any prospective bidder. In very "simple" procurement activities, all information may be provided verbally to prospective bidders.

- ✓ A list of contractors who were contacted and invited to submit price quotations and, if not otherwise readily apparent, a statement explaining why such contractors were chosen. Normally at least 3 contractors shall be contacted.

- ✓ A written statement from a person informally authorized by the county to conduct this process indicating that he/she has completed an informal request for quotes process as described herein and recommending to whom the contract should be awarded and why.

- ✓ A notice given by the Board of Control awarding the contract to the selected contractor, explaining why the contract was awarded to anyone who was not the lowest bidder, and indicating why it was expected that the cost would be less than $15,000 (except in the latter case for sole source procurements).

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Noncompetitive Negotiations, Informal Procurement – Informal procurement procedures are intended to consist of whatever procedures the XYZ Transit Provider deems reasonable for the goods or services needed. If not otherwise described in the Resolution of the Board to enter into the subject contract and approve a purchase order, a Memo-to-the-file will be prepared and retained which explains how the contractor was selected and a reasonable price determined.

MICRO PURCHASES (Under $500.00)

The Country Neighbor program, Inc. must ensure the budget is sufficient before the purchase is made.

Purchase under $500 can be made at the discretions of the Executive Director.

Micro purchases may be made without obtaining competitive quotes so long as the price is fair and reasonable as evidenced by minimal supporting documentation (i.e. catalogue or price lists).

RESPONSIBILITIES:

Responsibilities shall be as defined above.

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Administration handbook only

Country Neighbor Program, Inc.
Policy Manual
P.O. Box 212, 39 S. Maple St., Orwell, OH 44076

SUBJECT:	PROCUREMENT PROTEST POLICY	SECTION:
EFFECTIVE DATE:	April 14, 2008	REPLACES:
APPROVED BY:	Board of Directors	
APPROVAL DATE:	April 14, 2008	

DIRECTIVE:

To provide guidance in allowing any potential bidder or contractor a remedy for correcting a perceived wrong in the procurement process.

PROCEDURE:

Pre-bid

A pre-bid or solicitation phase protest is received prior to the bid opening or proposal due date. Pre-bid protest must be filed with the Country Neighbor Program, Inc. no later than twenty-four hours before bid opening. This filing must be in writing with the name of the protestor, solicitation/contract number or description, and the statement of grounds for the protest.

Pre-award

A pre-award protest is received after receipt of proposals or bids, but before award of a contract. A pre-award protest must be filed within two business days following the bid opening. This filing must be in writing with the name of the protestor, solicitation/contract number or description, and the statement of grounds for the protest.

Post-award

A post-award protest is received after award of the contract. A post-award protest must be filed within seven business days following the award of the contract. This filing must be in writing with the name of the protestor, solicitation/contract number or description, and the statement of grounds for the protest.

All protests must be submitted to:
Country Neighbor Program, Inc.
Attn: Executive Director
P.O. Box 212
Orwell, OH

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The Transit Director will respond to all protests in writing, addressing each substantive issue raised in the protest. Response will be made within seven business days after receiving the protest. A copy of the response will be forward to the Governing Board.

Vendors may appeal the final determination to the funding agency.

Country Neighbor Program, Inc.
Policy Manual
P.O. Box 212, 39 S. Maple St., Orwell, OH 44076

SUBJECT: TRIP CANCELLATION POLICY		SECTION:
EFFECTIVE DATE:	April 14, 2008	REPLACES:
APPROVED BY:	Board of Directors	
APPROVAL DATE:	April 14, 2008	

DIRECTIVE:

To establish a consistent cancellation timeframe.

PROCEDURE:

The scheduled trip must be cancelled at least two (2) hours prior to the scheduled pick up time. Cancellations made less than two (2) hours prior to the scheduled pick up time will be considered a no-show. Three (3) cancellations within a thirty (30)-day period may result in suspension of riding privileges for up to thirty (30) days. An appeal process as stated in the Suspension of Services Appeals Policy (Customer Service Section, Page 93) will be included in the letter of suspension.

RESPONSIBILITIES:

It shall be the responsibility of the Transportation Supervisor to ensure compliance. The Transportation Supervisor may grant exceptions under extenuating or unusual circumstances.

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Country Neighbor Program, Inc.
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P.O. Box 212, 39 S. Maple St., Orwell, OH 44076

SUBJECT: TRIP DENIALS		SECTION:
EFFECTIVE DATE:	April 14, 2008	REPLACES:
APPROVED BY:	Board of Directors	
APPROVAL DATE:	April 14, 2008	

DIRECTIVE:

To comply with Americans with Disabilities Act of 1990, a trip denial log will be maintained in order not to deny service to an individual with disabilities solely because the individual's disability results in appearance or involuntary behavior that may offend, annoy, or inconvenience employees of the agency or passengers.

DEFINITIONS:

Trip Denial – In a demand response system, a trip denial occurs when a passenger's trip request cannot be accommodated due to capacity constraints. Trip times may be negotiated with the passenger within one hour prior or one hour past the requested time. If the requested trip can only be accommodated outside of this "window," it is a trip denial.

PROCEDURE:

All trip denials shall be logged using the attached form.

Trip denials will be compiled quarterly and submitted to INDOT as required.

RESPONSIBILITIES:

It is the responsibility of the Scheduler and Transit Director to ensure compliance with this procedure.

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Exhibit II
(Fee Schedule)

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Country Neighbor Program

Rate / Fee Schedule and Definitions:

Rate Type:	Rate Amount:	Definition Specifications:
Unit Cost Per Mile:	$ 2.15	Country Neighbor charges a flat, per mile fee of $2.15. 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	$ 2.15	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.

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Keith Faber
Ohio Auditor

Certified Search for Unresolved Findings for Recovery

OHIO AUDITOR OF STATE
KEITH FABER

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

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

Auditor of State - Unresolved Findings for Recovery Certified Search

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: **9/8/2023 10:39:59 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.

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Signature Page

Agreement Title: JFS Contracts 2023

#24-1001-TANF	#24-2001-XX	#24-3001-ERT	#24-3010-HRT
#24-1003-TANF	#24-2002-XX	#24-3002-HRT	#24-3011-ERT
#24-1004-TANF	#24-2003-XX	#24-3003-ERT	#24-3012-HRT
#24-1005-TANF	#24-2004-XX	#24-3004-HRT	
#24-1006-TANF	#24-2005-XX	#24-3005-ERT	
#24-1007-TANF	#24-2006-XX	#24-3006-HRT	
#24-1008-TANF	#24-2007-XX	#24-3007-ERT	
#24-1009-TANF		#24-3008-HRT	
#23-5001-TANF-Amendment #1		#24-3009-ERT	

Approved as to Legal Form Only:

Colleen Mary O'Toole

By: _____

Colleen M. O'Toole
Ashtabula County Prosecutor

Date: 9/6/23

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Contract No.: 24-3005-ERT

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 2023 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.**

DocuSigned by:

181F4CE35A6C459...

David Thomas
Ashtabula County Auditor

Date: 9/13/2023

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PURCHASE OF TRANSPORTATION SERVICE CONTRACT FOR HUMAN SERVICE PROGRAMS

Contract # 24-3011-ERT

This contract made and entered into on the **1st** day of **October 2023** 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 **Elite Executive Transportation** located at: **2334 Lake Avenue, Ashtabula, Ohio 44004 (business mailing address: 2334 Lake Avenue, Ashtabula, Ohio 44004)**, and whose phone number is: **440-207-0809** , (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, 2023,** through **September 30, 2024,** 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:
   $ 10,000.00

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

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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.

The funding for this Subgrant Agreement utilizes Federal funds awarded to County which are so identified as follows:

Federal Award Project Description: FFY 2024 Transportation

Name of Federal Awarding Agency: Department of Health and Human Services

Catalog of Federal Domestic Assistance (CFDA): OWF, PRC CCMEP 93.558; SNAP ET/ABAWD, SNAP ET, LEAP 10.561

Federal Award Identification Number (FAIN): Not available at this time

Federal Award Date of Award to the Recipient by the Federal Agency: October 1, 2023

Is the Award Research and Development: No

Indirect Cost Rate for the Federal Award (if applicable) (including if the de minimis rate is charged per 2 CFR 200.414 and 45 CFR 775.414): Not applicable as indirect costs are not charged to this agreement

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

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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,

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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

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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

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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

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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.

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

SIGNATURES:

DocuSigned by:
FB74060D0EAC4B8...

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

09/12/23
Date

DocuSigned by:
Robert Spencer
755121CA875043C...

Elite Executive Transportation

9/18/2023
Date

DocuSigned by:
Casey Kozlowski
3E6154CBF4DA44C...

DocuSigned by:
8CC3D2025A6D44F...

9/20/2023
Date

DocuSigned by:
Kathryn Whittington
72C9CAC40E3D4A8...

Ashtabula County Board of Commissioners

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Exhibit I
(Program Description)

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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 13, 2023

RFP Number:

ACJFS RFP #4-23

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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 10-1-21 to 9-30-22, 31,041 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.

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II. RFP Schedule and Submission Information:

RFP Schedule of Important Dates:

RFP Release	Date: 6-13-23
Question Period Begins	Date: 6-13-23
Pre-Proposal Conference	Date: 6-26-23 @ 10:00 a.m.
Question Period Ends	Date: 6-26-23 @ 4:00 p.m.
Proposals Due to Ashtabula County Board of Commissioners	Date: 7-14-23 @ 2:30 p.m.
Agreement Effective Date	Date: 10-1-23

Pre-Proposal Conference:

A pre-proposal conference will be held on June **26, 2023,** 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 6-26-23 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 7-14-23 and clearly marked with the applicant's name, address and RFP number:

ACJFS RFP #4-23

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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.

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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.

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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.

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(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 60 minutes 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.

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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. ACJFS may reject any and all proposals of providers/vendors that have a finding for recovery issue and/or issue that has not been resolved on the State Finding for Recoveries site, in accordance with 5101:9-4-07 (B) (9) of the OAC.

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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 **10-1-23 through 9-30-24**.

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.

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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.
9. Copeland "Anti-Kickback" Act
10. Davis-Bacon Act
11. Contract Work Hours and Safety Standards Act, sections 3702 and 3704
12. "Rights to Inventions" clause 37 CFR part 401
13. Federal Water Pollution Control Act
14. Solid Waste Disposal Act
15. Sanctions and penalties implemented due to administrative, contractual, or legal violations or breach of contract terms.

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)).

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Attachment A

Transportation Programs

Applicant Information

AGENCY / ORGANIZATION NAME: Elite Executive Transportation LLC

ADDRESS: 5748 Lake Rd E Geneva OH 44041

PHONE: 440-207-0809 FAX: ____

SERVICE SITE (if different than above): ____

ADDRESS: 2334 Lake Ave Ashtabula OH 44004

PHONE: 440 207 0809 FAX: ____

FEDERAL TAX I.D. NUMBER: 92-2963814

EXECUTIVE DIRECTOR/DIRECTOR: Robert Spencer

PROGRAM COORDINATOR: Rebekah Spencer EMAIL: rebekah@thersmteam.com

FISCAL CONTACT: Robert Spencer EMAIL: rob@thersmteam.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 a contract based on a proposal.

NAME, TITLE AND SIGNATURE OF AUTHORIZED INDIVIDUAL:

NAME: Robert Spencer SIGNATURE: RCRS

(Note: original signature must be in blue ink)

TITLE: managing member DATE: 7/11/23

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Section 3
Program Planning and Development

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Elite Executive Transportation LLC.
Health Related Transportation
Employment Related Transportation
RFP #4-23

Section 3
Program Planning and Development

A. Program Description

Elite Executive Transportation LLC (Elite Transportation) team has over 20 years of combined experience in transportation services including tours, shuttle services and rideshares in Ashtabula County and surrounding areas. Elite Transportation's planning and development will meet all requirements set forth by the Ashtabula County Job and Family Services' (ACJFS) to provide health and employment related transportation to the residents of Ashtabula County. Elite Transportation complies with all federal, state, and local laws as well as non-discrimination laws, federal wage and hour laws, and workers compensation laws when recruiting and with employment of all individuals. Elite Transportation complies with all federal, state, and local laws, rules, executive orders, and other legal requirements as they apply to transportation.

Elite Transportation complies with the Equal Employment Opportunity Affirmative Action plan, as well as the Drug Free Workplace Act. We do not discriminate based on an individual's race, color, national origin, religion, age, disability, or genetic information. Providing Ashtabula County residents approved through ACJFS with safe, timely and reliable transportation is our top priority.

Elite Transportation will maintain all required licenses and certifications necessary to provide services to ACJFS clients. All vehicles are registered and insured with documentation in every 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 employed by Elite Transportation have a valid Ohio driver's license with endorsements needed to operate individual vehicles when necessary. OBMV checks are run annually on all drivers. Drivers have passed BCI & FBI background checks in accordance with section 109.572 of the Ohio Revised Code. Drug screenings are done upon hire, post incident and randomly as deemed necessary throughout employment with Elite Transportation. Drivers are trained upon hire on daily vehicle and wheelchair lift inspections as well as basic maneuverability, passenger assistance, incidents, and trip reports. All drivers are CPR and First Aid certified.

B. Summary of Service

1. Elite Transportation is open Monday through Friday 8am-5pm. We are committed to providing flexible transportation and will provide services 7 days a week, 24

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hours per day by reservation. Our answering service will be available 7 days a week, 24 hours per day.

2. Elite Transportation has 20 years of combined experience in transportation. We are currently contracted with several schools, public and private, local businesses, and rehabilitation facilities in Ashtabula County. We maintain close working relationships with these and other businesses in the area and pride ourselves on offering safe, reliable, and flexible transportation regarding scheduling.
3. Specifications:
    a) Elite Transportation will charge $3.45 per mile for each trip. Mileage will begin at our base, 2334 Lake Ave, Ashtabula OH 44004 and end when the vehicle returns to base.
    b) Round trip rides are when we leave our base, 2334 Lake Ave, Ashtabula OH 44004, pick up the client, take them to their destination, return them home and then return to our base. Wait times will be calculated as follows: the first 5 minutes are free; and each minute thereafter is $0.40 a minute not to exceed 480 minutes (8 hours) per trip. If the ride is shared, the wait time till 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.
    c) A shared ride will be divided between all passengers of the shared ride. The total trip charge will be divided among the total number of passengers and each passenger will be charged the same number of miles at the agreed upon rate.
    d) Elite Transportation currently has (2) 14 passenger shuttle buses, 2 of which has a wheelchair lift, (2) 14 passenger shuttle vans, and (3) 6 passenger mini vans. Upon an awarded bid, Elite Transportation will purchase additional vehicles to expand their fleet as the need arises.
    e) Multiple passengers may be placed in the same vehicle as a ride share based on appointment times and destinations. Elite Transportation will schedule accordingly to avoid any excessive wait times and provide all ride share passengers with efficient and timely service. We propose that after 90 minutes of wait time on a shared trip, when possible, the original driver leave with the first client and an alternative driver be dispatched to pick up the second client that is still waiting.
    f) All trips will be scheduled and monitored closely so passengers will not wait more than 15 minutes from scheduled pick-up and drop off times.
    g) Elite Transportations answering service is available 7 days per week, 24 hours per day allowing us to accommodate schedule changes and last-minute requests to the best of our ability. If a driver should be running late, they will notify the scheduling manager who will, to the best of their ability, notify the passenger. Elite Transportation will require passengers to notify the office of any cancellations or schedule changes within 2 hours of the scheduled pick-up time. If Elite Transportation arrives for a pick-up that was not cancelled or changed prior to arrival, we will notify ACJFS.

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h) Elite Transportation's scheduling manager will be monitoring schedules throughout the day to avoid excessive wait times for all passengers. We assure that 90% of shared-ride trips will take no more then 60 minutes then a non-shared trip. If poor weather or traffic conditions may arise, we will monitor and adjust the schedule to avoid excessive wait times.

i) All incidents, accidents, or complaints will follow our policy and be reported to ACJFS within a 24-hour period. If any accident involves a passenger injury it will be reported to ACJFS immediately.

C. Geographic Servies Areas

1. Elite Transportation will provide transportation to all Ashtabula County residents offering services both inside and outside of Ashtabula County. We will ensure passengers of timely transportation outside of Ashtabula County accounting for drive and wait times as needed.

D. Organizational Structure

1. Elite Executive Transportation LLC originated in February 2023 as a multi-member limited liability company. Our main source of financial support is generated through multiple contracts we currently hold with other community organizations. *Organizational chart attached.

E. Applicant/Staff Qualifications

1. Managing Member: Robert Spencer is the managing member of Elite Transportation and is currently in charge of corporate communications, hiring and managing of all new and current employees. Robert has successfully ran and operated a transportation company prior to starting Elite Transportation.
2. Transportation & Program Manager: Currently responsible for assisting with any administrative tasks associated with the company, data collection, invoicing & reporting, accounts payable, and managing staff.
3. Scheduler/Dispatcher: Responsible for daily scheduling, driver and vehicle assignments and trip changes. In charge of answering line and directly communicates with drivers and clients
4. Office Manager/Administrative Assistant: Responsible for daily scheduling, driver and vehicle assignments, trips changes, human resources and record keeping.
5. Drivers: Our drivers are responsible for daily trip recording, daily vehicle inspections, and for safe and timely transportation of all passengers. All Elite Transportation's drivers are over 25 years old, have a clean driving record with 2 years of driving experience.

*Job descriptions attached.

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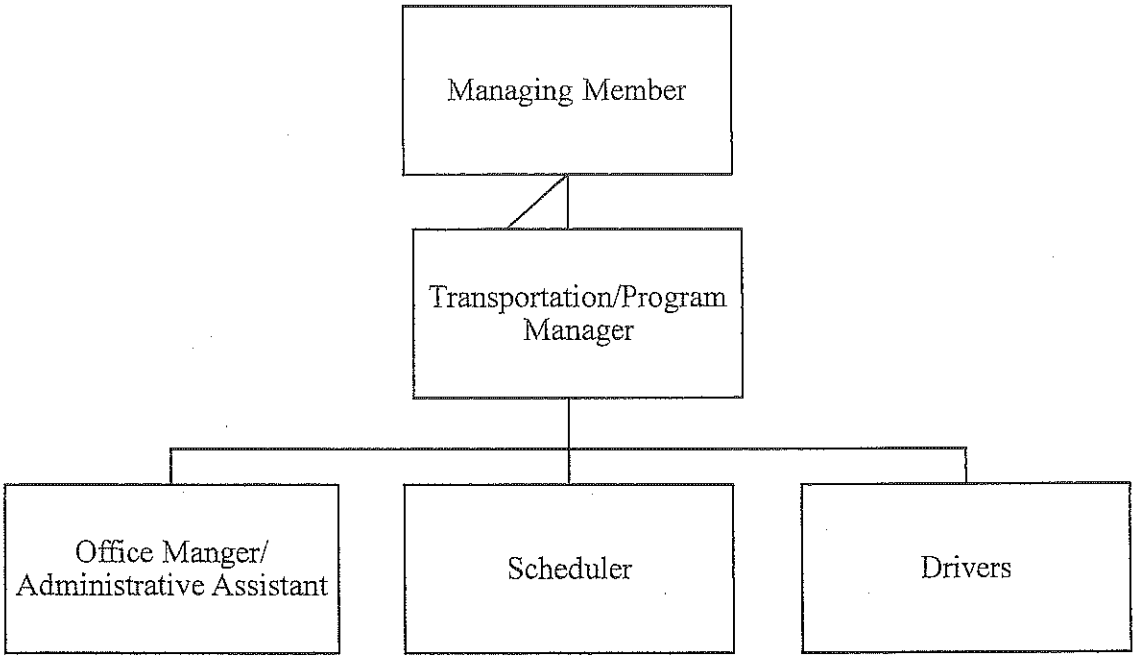
D. Organizational Structure:



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E. Position Descriptions

6. Managing Member
7. Transportation/Program Manager
8. Scheduler/Dispatcher
9. Office Manager/Administrative Assistant
10. Drivers

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Managing Member
Job Description

Elite Executive Transportation LLC
Ashtabula, Ohio

DESCRIPTION

The managing member oversees the day-to-day operations of the company.

DUTIES

1. Monitor & manage all daily business operations.
2. Establish & maintain all corporate communications & working business relationships.
3. Reviewing financial activities, including accounting tasks, budgets, financial statements, and reports.
4. Overseeing hiring and firing activities, along with payments, supervision & evaluations of employees.
5. Ensuring the business complies with relevant laws, regulations, licensures & inspections.
6. Daily assessment of organizational and personnel performance, implementing changes as needed for improvements.

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Transportation/Program Manager — Elite Executive Transportation LLC

Job Description — Ashtabula, Ohio

QUALIFICATIONS

1. Bachelor's degree preferred with a minimum of 2 years program/management experience.
2. Efficient in Microsoft office programming & basic math.
3. Excellent customer service skills are a must.
4. Ability to manage employees, management experience a must.
5. Ability to communicate & interact with coworkers and clients.
6. Ability to follow directions effectively and work independently.
7. Ability to read and understand all company policies, manuals, and job-related materials.
8. Ability to understand and maintain client confidentiality.
9. Valid Ohio driver's license with reliable transportation and ability to travel as needed.
10. Meet and maintain all requirements to pass BCI & FBI background checks.

SUPERVISION

Managing Member

DUTIES

1. Oversees and maintains administrative portion of transportation programs/contracts.
2. Reviews & monitors schedules and coordinates with staff as needed.
3. Communication with drivers and clients as needed to address scheduling concerns and complaints.
4. Responsible for invoicing & accounts payable.
5. Record & monitor daily transportation data.
6. Coordinates with Managing Member to monitor budget.
7. Train, oversee drivers, vehicle maintenance and quality assurance.
8. Address any concerns with vehicles immediately.

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Scheduler/Dispatcher
Job Description

Elite Executive Transportation LLC
Ashtabula, Ohio

QUALIFICATIONS

1. Minimum of 2 years' experience in an office setting.
2. Ability to communicate & interact with coworkers and clients.
3. Efficient in Microsoft office programming & basic math.
4. Posses' basic computer skills such as email
5. Excellent customer service skills are a must.
6. Ability to follow directions effectively and work independently.
7. Ability to read and understand all company policies, manuals, and job-related materials.
8. Ability to understand and maintain client confidentiality.
9. Valid Ohio driver's license with reliable transportation and ability to travel as needed.
10. Meet and maintain all requirements to pass BCI & FBI background checks.

SUPERVISION

Transportation/Program Manager

DUTIES

1. Works with the Transportation Manager to coordinate scheduling and daily vehicle & driver assignments. Monitoring closely throughout the day and making changes as needed to provide effect and timely transportation to clients.
2. Responsible for taking all incoming phone calls, dispatching, assisting with client inquiries and forwarding calls to Transportation Manager as needed.
3. Communication with drivers and clients as needed, particularly with any change in trip status or delays.
4. Address all complaints and files reports as necessary.
5. Assists Transportation Manager as needed and performs other duties as assigned by Managers.

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Office Manager/ Administrative Assistant
Job Description

Elite Executive Transportation LLC
Ashtabula, Ohio

QUALIFICATIONS

1. Minimum 2 years of secretarial/customer service work experience.
2. Ability to communicate & interact with coworkers and clients.
3. Ability to follow directions effectively and work independently.
4. Ability to read and understand all company policies, manuals, and job-related materials.
5. Ability to understand and maintain client confidentiality.
6. Valid Ohio driver's license with reliable transportation and ability to travel as needed.
7. Meet and maintain all requirements to pass BCI & FBI background checks.
8. Typing ability (word processor/computer skills).
9. Ability to multi-task and frequently organize workload.

SUPERVISION

Transportation/Program Manager

DUTIES

1. Works closely with the dispatcher and assists with scheduling and answering incoming phone calls, as needed.
2. Organizes and maintains filing system for paperwork such as vehicle inspections, transportation logs, driver files and other forms as needed.
3. Scheduling and maintaining compliance with the training of employees.
4. Maintains employee records and updates as necessary.
5. Ensures employee compliance with company policies and state/federal regulations.
6. Organizes pre-employment screenings for new hires and other HR related tasks.

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Driver
Job Description

Elite Executive Transportation LLC
Ashtabula, Ohio

QUALIFICATIONS

7. Ability to communicate & interact with coworkers and clients.
11. Ability to follow directions effectively and work independently.
12. Ability to read and understand all company policies, manuals, and job-related materials.
13. Ability to understand and maintain client confidentiality.
14. Valid Ohio driver's license with at least 2 years of driving experience.
15. Meet and maintain all requirements to pass BCI & FBI background checks, as well as OBMV checks annually.
16. Must pass initial hire & random drug screens.
17. Obtain CPR & First Aid training upon hire & maintain thereafter.
18. Must pass Passenger Assistance Course & wheelchair lift training upon hire.

SUPERVISION

Transportation/Program Manager

DUTIES

1. Provides transportation to clients & assists clients as needed to maintain safety.
2. Perform daily pre & post- shift vehicle inspections, daily wheelchair lift inspections and complete proper documentation.
3. Address & report any vehicle concerns to Transportation Manger immediately.
4. Report any incidents to Transportation Manger immediately.
5. Keeps & submits daily transportation logs to Transportation Manager daily.
6. Maintains vehicle cleanliness.
7. Maintain contact with dispatch and notify of any delays to ensure timely transport of clients.
8. Any other duties as assigned by the Transportation Manager.

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Exhibit II
(Fee Schedule)

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Elite Executive Transportation
Rate / Fee Schedule and Definitions:

Rate Type:	Rate Amount:	Definition Specifications:
Unit Cost Per Mile	$ 3.45	Unit Rate of $3.45 per mile for each trip with mileage beginning at the Base Lot at: 2334 Lake Avenue Ashtabula Ohio; and, with mileage ending when the vehicle returns to the Base Lot.
Round Trip	$ 3.45	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.

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Keith Faber
Ohio Auditor

Certified Search for Unresolved Findings for Recovery

OHIO AUDITOR OF STATE
KEITH FABER

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

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

Auditor of State - Unresolved Findings for Recovery Certified Search

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

Contractor's Information:

Name: ,
Organization: **ELITE EXECUTIVE TRANSPORTATION**
Date: **9/8/2023 10:47:52 AM**

This search produced the following list of **1** possible matches:

Name/Organization	Address
Total Deliverance Ministries	105 Spears 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.

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Signature Page

Agreement Title: JFS Contracts 2023

#24-1001-TANF	#24-2001-XX	#24-3001-ERT	#24-3010-HRT
#24-1003-TANF	#24-2002-XX	#24-3002-HRT	#24-3011-ERT
#24-1004-TANF	#24-2003-XX	#24-3003-ERT	#24-3012-HRT
#24-1005-TANF	#24-2004-XX	#24-3004-HRT	
#24-1006-TANF	#24-2005-XX	#24-3005-ERT	
#24-1007-TANF	#24-2006-XX	#24-3006-HRT	
#24-1008-TANF	#24-2007-XX	#24-3007-ERT	
#24-1009-TANF		#24-3008-HRT	
#23-5001-TANF-Amendment #1		#24-3009-ERT	

Approved as to Legal Form Only:

By: _____
Colleen M. O'Toole
Ashtabula County Prosecutor

Date: 9/6/23

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Contract No.: 24-3011-ERT

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 2023 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 **$2,500.00**, and free from any previous encumbrances.

Agreement Title: An **Employment Related Transportation Contract** between **Ashtabula County Job & Family Services** and **Elite Executive Transportation**

DocuSigned by:
181F4CE35A6C459...

David Thomas
Ashtabula County Auditor

Date: 9/19/2023

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PURCHASE OF TRANSPORTATION SERVICE CONTRACT FOR HUMAN SERVICE PROGRAMS

Contract # 24-3012-HRT

This contract made and entered into on the **1st** day of **October 2023** 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 **Elite Executive Transportation** located at: **2334 Lake Avenue Ashtabula, Ohio 44004** , and whose phone number is: **440-207-0809**, (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, 2023** through **September 30, 2024** 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:
   $ 50,000.00

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.

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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.

    The funding for this Subgrant Agreement utilizes Federal funds awarded to County which are so identified as follows:

    Federal Award Project Description: FFY 2024 Transportation

    Name of Federal Awarding Agency: Department of Health and Human Services

    Catalog of Federal Domestic Assistance (CFDA): OWF, PRC CCMEP 93.558; SNAP ET/ABAWD, SNAP ET, LEAP 10.561

    Federal Award Identification Number (FAIN): Not available at this time

    Federal Award Date of Award to the Recipient by the Federal Agency: October 1, 2023

    Is the Award Research and Development: No

    Indirect Cost Rate for the Federal Award (if applicable) (including if the de minimis rate is charged per 2 CFR 200.414 and 45 CFR 775.414): Not applicable as indirect costs are not charged to this agreement

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

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- 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

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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,

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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

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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

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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.

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

SIGNATURES:

DocuSigned by:
FB74060D0EAC4B8...

09/12/23

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

Date

DocuSigned by:
Robert Spencer
755121CA875043C...

9/18/2023

Elite Executive Transportation

Date

DocuSigned by:
Casey Kozlowski
3E6154CBF4DA44C...

DocuSigned by:
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9/20/2023

Date

DocuSigned by:
Kathryn Whittington
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Ashtabula County Board of Commissioners

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Exhibit I
(Program Description)

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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 13, 2023

RFP Number:

ACJFS RFP #4-23

DocuSign Envelope ID: 39DAF9DC-4EF7-4A61-AD84-3A56758DAA2F

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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 10-1-21 to 9-30-22, 31,041 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.

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II. RFP Schedule and Submission Information:

RFP Schedule of Important Dates:

RFP Release	Date: 6-13-23
Question Period Begins	Date: 6-13-23
Pre-Proposal Conference	Date: 6-26-23 @ 10:00 a.m.
Question Period Ends	Date: 6-26-23 @ 4:00 p.m.
Proposals Due to Ashtabula County Board of Commissioners	Date: 7-14-23 @ 2:30 p.m.
Agreement Effective Date	Date: 10-1-23

Pre-Proposal Conference:

A pre-proposal conference will be held on June **26, 2023,** 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 6-26-23 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 7-14-23 and clearly marked with the applicant's name, address and RFP number:

ACJFS RFP #4-23

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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.

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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.

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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.

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(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 60 minutes 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.

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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. ACJFS may reject any and all proposals of providers/vendors that have a finding for recovery issue and/or issue that has not been resolved on the State Finding for Recoveries site, in accordance with 5101:9-4-07 (B) (9) of the OAC.

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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 **10-1-23 through 9-30-24**.

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.

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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.
9. Copeland "Anti-Kickback" Act
10. Davis-Bacon Act
11. Contract Work Hours and Safety Standards Act, sections 3702 and 3704
12. "Rights to Inventions" clause 37 CFR part 401
13. Federal Water Pollution Control Act
14. Solid Waste Disposal Act
15. Sanctions and penalties implemented due to administrative, contractual, or legal violations or breach of contract terms.

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)).

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Attachment A

Transportation Programs

Applicant Information

AGENCY / ORGANIZATION NAME: Elite Executive Transportation LLC

ADDRESS: 5748 Lake Rd E Geneva OH 44041

PHONE: 440-207-0809 FAX: ____

SERVICE SITE (if different than above): ____

ADDRESS: 2334 Lake Ave Ashtabula OH 44004

PHONE: 440 207 0809 FAX: ____

FEDERAL TAX I.D. NUMBER: 92-2963814

EXECUTIVE DIRECTOR/DIRECTOR: Robert Spencer

PROGRAM COORDINATOR: Rebekah Spencer EMAIL: rebekah@thersmteam.com

FISCAL CONTACT: Robert Spencer EMAIL: rob@thersmteam.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 a contract based on a proposal.

NAME, TITLE AND SIGNATURE OF AUTHORIZED INDIVIDUAL:

NAME: Robert Spencer SIGNATURE: RCRS

(Note: original signature must be in blue ink)

TITLE: managing member DATE: 7/11/23

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Section 3
Program Planning and Development

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Elite Executive Transportation LLC.
Health Related Transportation
Employment Related Transportation
RFP #4-23

Section 3
Program Planning and Development

A. Program Description

Elite Executive Transportation LLC (Elite Transportation) team has over 20 years of combined experience in transportation services including tours, shuttle services and rideshares in Ashtabula County and surrounding areas. Elite Transportation's planning and development will meet all requirements set forth by the Ashtabula County Job and Family Services' (ACJFS) to provide health and employment related transportation to the residents of Ashtabula County. Elite Transportation complies with all federal, state, and local laws as well as non-discrimination laws, federal wage and hour laws, and workers compensation laws when recruiting and with employment of all individuals. Elite Transportation complies with all federal, state, and local laws, rules, executive orders, and other legal requirements as they apply to transportation.

Elite Transportation complies with the Equal Employment Opportunity Affirmative Action plan, as well as the Drug Free Workplace Act. We do not discriminate based on an individual's race, color, national origin, religion, age, disability, or genetic information. Providing Ashtabula County residents approved through ACJFS with safe, timely and reliable transportation is our top priority.

Elite Transportation will maintain all required licenses and certifications necessary to provide services to ACJFS clients. All vehicles are registered and insured with documentation in every 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 employed by Elite Transportation have a valid Ohio driver's license with endorsements needed to operate individual vehicles when necessary. OBMV checks are run annually on all drivers. Drivers have passed BCI & FBI background checks in accordance with section 109.572 of the Ohio Revised Code. Drug screenings are done upon hire, post incident and randomly as deemed necessary throughout employment with Elite Transportation. Drivers are trained upon hire on daily vehicle and wheelchair lift inspections as well as basic maneuverability, passenger assistance, incidents, and trip reports. All drivers are CPR and First Aid certified.

B. Summary of Service

1. Elite Transportation is open Monday through Friday 8am-5pm. We are committed to providing flexible transportation and will provide services 7 days a week, 24

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hours per day by reservation. Our answering service will be available 7 days a week, 24 hours per day.

2. Elite Transportation has 20 years of combined experience in transportation. We are currently contracted with several schools, public and private, local businesses, and rehabilitation facilities in Ashtabula County. We maintain close working relationships with these and other businesses in the area and pride ourselves on offering safe, reliable, and flexible transportation regarding scheduling.
3. Specifications:
    a) Elite Transportation will charge $3.45 per mile for each trip. Mileage will begin at our base, 2334 Lake Ave, Ashtabula OH 44004 and end when the vehicle returns to base.
    b) Round trip rides are when we leave our base, 2334 Lake Ave, Ashtabula OH 44004, pick up the client, take them to their destination, return them home and then return to our base. Wait times will be calculated as follows: the first 5 minutes are free; and each minute thereafter is $0.40 a minute not to exceed 480 minutes (8 hours) per trip. If the ride is shared, the wait time till 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.
    c) A shared ride will be divided between all passengers of the shared ride. The total trip charge will be divided among the total number of passengers and each passenger will be charged the same number of miles at the agreed upon rate.
    d) Elite Transportation currently has (2) 14 passenger shuttle buses, 2 of which has a wheelchair lift, (2) 14 passenger shuttle vans, and (3) 6 passenger mini vans. Upon an awarded bid, Elite Transportation will purchase additional vehicles to expand their fleet as the need arises.
    e) Multiple passengers may be placed in the same vehicle as a ride share based on appointment times and destinations. Elite Transportation will schedule accordingly to avoid any excessive wait times and provide all ride share passengers with efficient and timely service. We propose that after 90 minutes of wait time on a shared trip, when possible, the original driver leave with the first client and an alternative driver be dispatched to pick up the second client that is still waiting.
    f) All trips will be scheduled and monitored closely so passengers will not wait more than 15 minutes from scheduled pick-up and drop off times.
    g) Elite Transportations answering service is available 7 days per week, 24 hours per day allowing us to accommodate schedule changes and last-minute requests to the best of our ability. If a driver should be running late, they will notify the scheduling manager who will, to the best of their ability, notify the passenger. Elite Transportation will require passengers to notify the office of any cancellations or schedule changes within 2 hours of the scheduled pick-up time. If Elite Transportation arrives for a pick-up that was not cancelled or changed prior to arrival, we will notify ACJFS.

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h) Elite Transportation's scheduling manager will be monitoring schedules throughout the day to avoid excessive wait times for all passengers. We assure that 90% of shared-ride trips will take no more then 60 minutes then a non-shared trip. If poor weather or traffic conditions may arise, we will monitor and adjust the schedule to avoid excessive wait times.

i) All incidents, accidents, or complaints will follow our policy and be reported to ACJFS within a 24-hour period. If any accident involves a passenger injury it will be reported to ACJFS immediately.

C. Geographic Servies Areas

1. Elite Transportation will provide transportation to all Ashtabula County residents offering services both inside and outside of Ashtabula County. We will ensure passengers of timely transportation outside of Ashtabula County accounting for drive and wait times as needed.

D. Organizational Structure

1. Elite Executive Transportation LLC originated in February 2023 as a multi-member limited liability company. Our main source of financial support is generated through multiple contracts we currently hold with other community organizations. *Organizational chart attached.

E. Applicant/Staff Qualifications

1. Managing Member: Robert Spencer is the managing member of Elite Transportation and is currently in charge of corporate communications, hiring and managing of all new and current employees. Robert has successfully ran and operated a transportation company prior to starting Elite Transportation.
2. Transportation & Program Manager: Currently responsible for assisting with any administrative tasks associated with the company, data collection, invoicing & reporting, accounts payable, and managing staff.
3. Scheduler/Dispatcher: Responsible for daily scheduling, driver and vehicle assignments and trip changes. In charge of answering line and directly communicates with drivers and clients
4. Office Manager/Administrative Assistant: Responsible for daily scheduling, driver and vehicle assignments, trips changes, human resources and record keeping.
5. Drivers: Our drivers are responsible for daily trip recording, daily vehicle inspections, and for safe and timely transportation of all passengers. All Elite Transportation's drivers are over 25 years old, have a clean driving record with 2 years of driving experience.

*Job descriptions attached.

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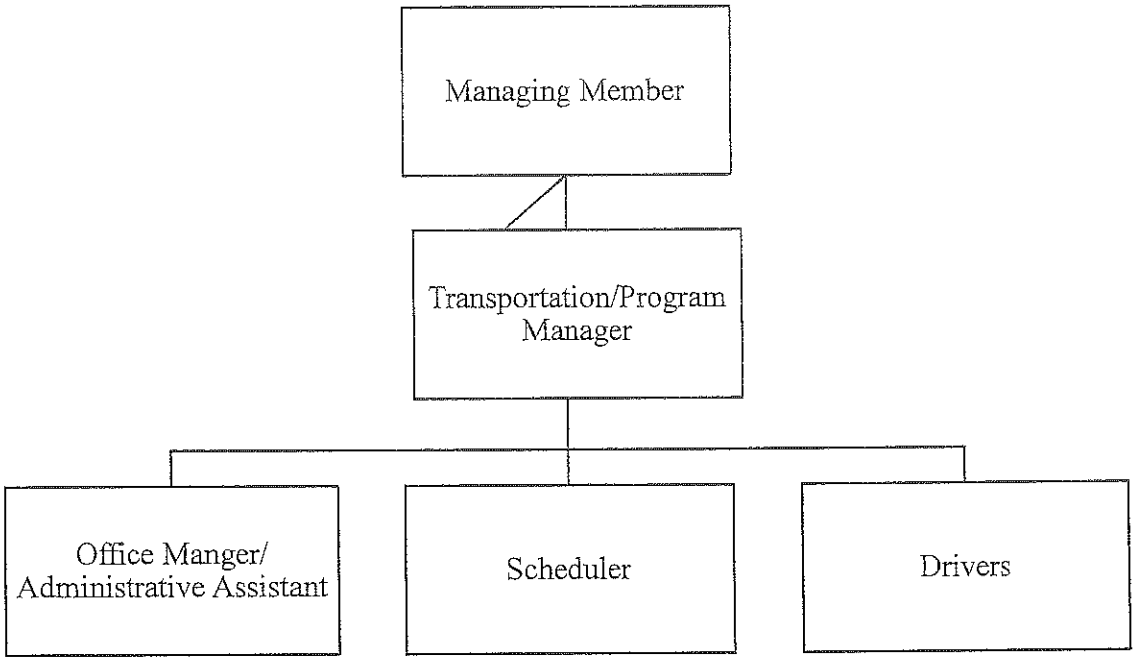
D. Organizational Structure:



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E. Position Descriptions

6. Managing Member
7. Transportation/Program Manager
8. Scheduler/Dispatcher
9. Office Manager/Administrative Assistant
10. Drivers

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Managing Member
Job Description

Elite Executive Transportation LLC
Ashtabula, Ohio

DESCRIPTION

The managing member oversees the day-to-day operations of the company.

DUTIES

1. Monitor & manage all daily business operations.
2. Establish & maintain all corporate communications & working business relationships.
3. Reviewing financial activities, including accounting tasks, budgets, financial statements, and reports.
4. Overseeing hiring and firing activities, along with payments, supervision & evaluations of employees.
5. Ensuring the business complies with relevant laws, regulations, licensures & inspections.
6. Daily assessment of organizational and personnel performance, implementing changes as needed for improvements.

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Transportation/Program Manager

Job Description

Elite Executive Transportation LLC

Ashtabula, Ohio

QUALIFICATIONS

1. Bachelor's degree preferred with a minimum of 2 years program/management experience.
2. Efficient in Microsoft office programming & basic math.
3. Excellent customer service skills are a must.
4. Ability to manage employees, management experience a must.
5. Ability to communicate & interact with coworkers and clients.
6. Ability to follow directions effectively and work independently.
7. Ability to read and understand all company policies, manuals, and job-related materials.
8. Ability to understand and maintain client confidentiality.
9. Valid Ohio driver's license with reliable transportation and ability to travel as needed.
10. Meet and maintain all requirements to pass BCI & FBI background checks.

SUPERVISION

Managing Member

DUTIES

1. Oversees and maintains administrative portion of transportation programs/contracts.
2. Reviews & monitors schedules and coordinates with staff as needed.
3. Communication with drivers and clients as needed to address scheduling concerns and complaints.
4. Responsible for invoicing & accounts payable.
5. Record & monitor daily transportation data.
6. Coordinates with Managing Member to monitor budget.
7. Train, oversee drivers, vehicle maintenance and quality assurance.
8. Address any concerns with vehicles immediately.

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Scheduler/Dispatcher
Job Description

Elite Executive Transportation LLC
Ashtabula, Ohio

QUALIFICATIONS

1. Minimum of 2 years' experience in an office setting.
2. Ability to communicate & interact with coworkers and clients.
3. Efficient in Microsoft office programming & basic math.
4. Posses' basic computer skills such as email
5. Excellent customer service skills are a must.
6. Ability to follow directions effectively and work independently.
7. Ability to read and understand all company policies, manuals, and job-related materials.
8. Ability to understand and maintain client confidentiality.
9. Valid Ohio driver's license with reliable transportation and ability to travel as needed.
10. Meet and maintain all requirements to pass BCI & FBI background checks.

SUPERVISION

Transportation/Program Manager

DUTIES

1. Works with the Transportation Manager to coordinate scheduling and daily vehicle & driver assignments. Monitoring closely throughout the day and making changes as needed to provide effect and timely transportation to clients.
2. Responsible for taking all incoming phone calls, dispatching, assisting with client inquiries and forwarding calls to Transportation Manager as needed.
3. Communication with drivers and clients as needed, particularly with any change in trip status or delays.
4. Address all complaints and files reports as necessary.
5. Assists Transportation Manager as needed and performs other duties as assigned by Managers.

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Office Manager/ Administrative Assistant
Job Description

Elite Executive Transportation LLC
Ashtabula, Ohio

QUALIFICATIONS

1. Minimum 2 years of secretarial/customer service work experience.
2. Ability to communicate & interact with coworkers and clients.
3. Ability to follow directions effectively and work independently.
4. Ability to read and understand all company policies, manuals, and job-related materials.
5. Ability to understand and maintain client confidentiality.
6. Valid Ohio driver's license with reliable transportation and ability to travel as needed.
7. Meet and maintain all requirements to pass BCI & FBI background checks.
8. Typing ability (word processor/computer skills).
9. Ability to multi-task and frequently organize workload.

SUPERVISION

Transportation/Program Manager

DUTIES

1. Works closely with the dispatcher and assists with scheduling and answering incoming phone calls, as needed.
2. Organizes and maintains filing system for paperwork such as vehicle inspections, transportation logs, driver files and other forms as needed.
3. Scheduling and maintaining compliance with the training of employees.
4. Maintains employee records and updates as necessary.
5. Ensures employee compliance with company policies and state/federal regulations.
6. Organizes pre-employment screenings for new hires and other HR related tasks.

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Driver
Job Description

Elite Executive Transportation LLC
Ashtabula, Ohio

QUALIFICATIONS

7. Ability to communicate & interact with coworkers and clients.
11. Ability to follow directions effectively and work independently.
12. Ability to read and understand all company policies, manuals, and job-related materials.
13. Ability to understand and maintain client confidentiality.
14. Valid Ohio driver's license with at least 2 years of driving experience.
15. Meet and maintain all requirements to pass BCI & FBI background checks, as well as OBMV checks annually.
16. Must pass initial hire & random drug screens.
17. Obtain CPR & First Aid training upon hire & maintain thereafter.
18. Must pass Passenger Assistance Course & wheelchair lift training upon hire.

SUPERVISION

Transportation/Program Manager

DUTIES

1. Provides transportation to clients & assists clients as needed to maintain safety.
2. Perform daily pre & post- shift vehicle inspections, daily wheelchair lift inspections and complete proper documentation.
3. Address & report any vehicle concerns to Transportation Manger immediately.
4. Report any incidents to Transportation Manger immediately.
5. Keeps & submits daily transportation logs to Transportation Manager daily.
6. Maintains vehicle cleanliness.
7. Maintain contact with dispatch and notify of any delays to ensure timely transport of clients.
8. Any other duties as assigned by the Transportation Manager.

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Exhibit II
(Fee Schedule)

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Elite Executive Transportation
Rate / Fee Schedule and Definitions:

Rate Type:	Rate Amount:	Definition Specifications:
Unit Cost Per Mile	$ 3.45	Unit Rate of $3.45 per mile for each trip with mileage beginning at the Base Lot at: 2334 Lake Avenue Ashtabula Ohio; and, with mileage ending when the vehicle returns to the Base Lot.
Round Trip	$ 3.45	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.

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Keith Faber
Ohio Auditor

Certified Search for Unresolved Findings for Recovery

OHIO AUDITOR OF STATE
KEITH FABER

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

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

Auditor of State - Unresolved Findings for Recovery Certified Search

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

Contractor's Information:

Name: ,
Organization: **ELITE EXECUTIVE TRANSPORTATION**
Date: **9/8/2023 10:47:52 AM**

This search produced the following list of **1** possible matches:

Name/Organization	Address
Total Deliverance Ministries	105 Spears 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.

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Signature Page

Agreement Title: JFS Contracts 2023

#24-1001-TANF	#24-2001-XX	#24-3001-ERT	#24-3010-HRT
#24-1003-TANF	#24-2002-XX	#24-3002-HRT	#24-3011-ERT
#24-1004-TANF	#24-2003-XX	#24-3003-ERT	#24-3012-HRT
#24-1005-TANF	#24-2004-XX	#24-3004-HRT	
#24-1006-TANF	#24-2005-XX	#24-3005-ERT	
#24-1007-TANF	#24-2006-XX	#24-3006-HRT	
#24-1008-TANF	#24-2007-XX	#24-3007-ERT	
#24-1009-TANF		#24-3008-HRT	
#23-5001-TANF-Amendment #1		#24-3009-ERT	

Approved as to Legal Form Only:

By: _____

Colleen M. O'Toole
Ashtabula County Prosecutor

Date: 9/6/23

DocuSign Envelope ID: 39DAF9DC-4EF7-4A61-AD84-3A56758DAA2F

Contract No.: 24-3012-HRT

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 2023 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 **$12,500.00**, and free from any previous encumbrances.

Agreement Title: A **Health Related Transportation Contract** between **Ashtabula County Job & Family Services** and **Elite Executive Transportation**

DocuSigned by:

181F4CE35A6C459...

David Thomas
Ashtabula County Auditor

Date: 9/19/2023

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PURCHASE OF TRANSPORTATION SERVICE CONTRACT FOR HUMAN SERVICE PROGRAMS

Contract # 24-3007-ERT

This contract made and entered into on the 1st day of October 2023 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, 2023,** through **September 30, 2024** 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:
   $ 20,000.00

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

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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.

The funding for this Subgrant Agreement utilizes Federal funds awarded to County which are so identified as follows:

Federal Award Project Description: FFY 2024 Transportation

Name of Federal Awarding Agency: Department of Health and Human Services

Catalog of Federal Domestic Assistance (CFDA): OWF, PRC CCMEP 93.558; SNAP ET/ABAWD, SNAP ET, LEAP 10.561

Federal Award Identification Number (FAIN): Not available at this time

Federal Award Date of Award to the Recipient by the Federal Agency: October 1, 2023

Is the Award Research and Development: No

Indirect Cost Rate for the Federal Award (if applicable) (including if the de minimis rate is charged per 2 CFR 200.414 and 45 CFR 775.414): Not applicable as indirect costs are not charged to this agreement

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:

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- 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.

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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

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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

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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.

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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.

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

SIGNATURES:

DocuSigned by:
FB74060D0EAC4B8...
Patrick J. Arcaro, Executive Director
Ashtabula County Job & Family Services

09/08/23
Date

DocuSigned by:
Lisa Richmond
AFC75564B1C94A9...
Richmond Transportation

9/13/2023
Date

DocuSigned by:
Casey Kozlowski
3E6154CBF4DA44C...

DocuSigned by:
8CC3D2025A6D44F...

9/20/2023
Date

DocuSigned by:
Kathryn Whittington
72C9CAC40E3D4A8...
Ashtabula County Board of Commissioners

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Exhibit I
(Program Description)

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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 13, 2023

RFP Number:

ACJFS RFP #4-23

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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 10-1-21 to 9-30-22, 31,041 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.

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II. RFP Schedule and Submission Information:

RFP Schedule of Important Dates:

RFP Release	Date: 6-13-23
Question Period Begins	Date: 6-13-23
Pre-Proposal Conference	Date: 6-26-23 @ 10:00 a.m.
Question Period Ends	Date: 6-26-23 @ 4:00 p.m.
Proposals Due to Ashtabula County Board of Commissioners	Date: 7-14-23 @ 2:30 p.m.
Agreement Effective Date	Date: 10-1-23

Pre-Proposal Conference:

A pre-proposal conference will be held on June **26, 2023**, 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 6-26-23 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 7-14-23 and clearly marked with the applicant's name, address and RFP number:

ACJFS RFP #4-23

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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.

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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.

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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.

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(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 60 minutes 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.

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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. ACJFS may reject any and all proposals of providers/vendors that have a finding for recovery issue and/or issue that has not been resolved on the State Finding for Recoveries site, in accordance with 5101:9-4-07 (B) (9) of the OAC.

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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 **10-1-23 through 9-30-24**.

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.

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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.
9. Copeland "Anti-Kickback" Act
10. Davis-Bacon Act
11. Contract Work Hours and Safety Standards Act, sections 3702 and 3704
12. "Rights to Inventions" clause 37 CFR part 401
13. Federal Water Pollution Control Act
14. Solid Waste Disposal Act
15. Sanctions and penalties implemented due to administrative, contractual, or legal violations or breach of contract terms.

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)).

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Attachment A

Transportation Programs

Applicant Information

AGENCY / ORGANIZATION NAME: Richmond Transportation, LLC.

ADDRESS: 5456 Main Ave, Ashtabula, Ohio 44004

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 Richmond

PROGRAM COORDINATOR: Same EMAIL: lisarichmond50@gmail.com

FISCAL CONTACT: Same EMAIL: _____

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:

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NAME: Lisa M Richmond SIGNATURE: Lisa M Richmond
(Note: original signature must be in blue ink)

TITLE: Owner DATE: 7/12/23

Attachment B
Applicant Budget

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Section 3
Program Planning and Development

DocuSign Envelope ID: 13D5D737-2F43-444E-A5C5-48B6B842E90D

Richmond Transportation, LLC
2423 Deerfield Drive
Ashtabula, OH 44004
RPF#4-23

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. Transportation will be provided Monday through Friday from 4:30am until 8:00 pm and Saturday's from 4:00am until 4:30pm. No transportation services will be provided on Sunday's. 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.

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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 $3.58 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 $0.45 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 $60 and up per hour with a three consecutive hour minimum rental. Wait time is included in the hourly rate.

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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 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.

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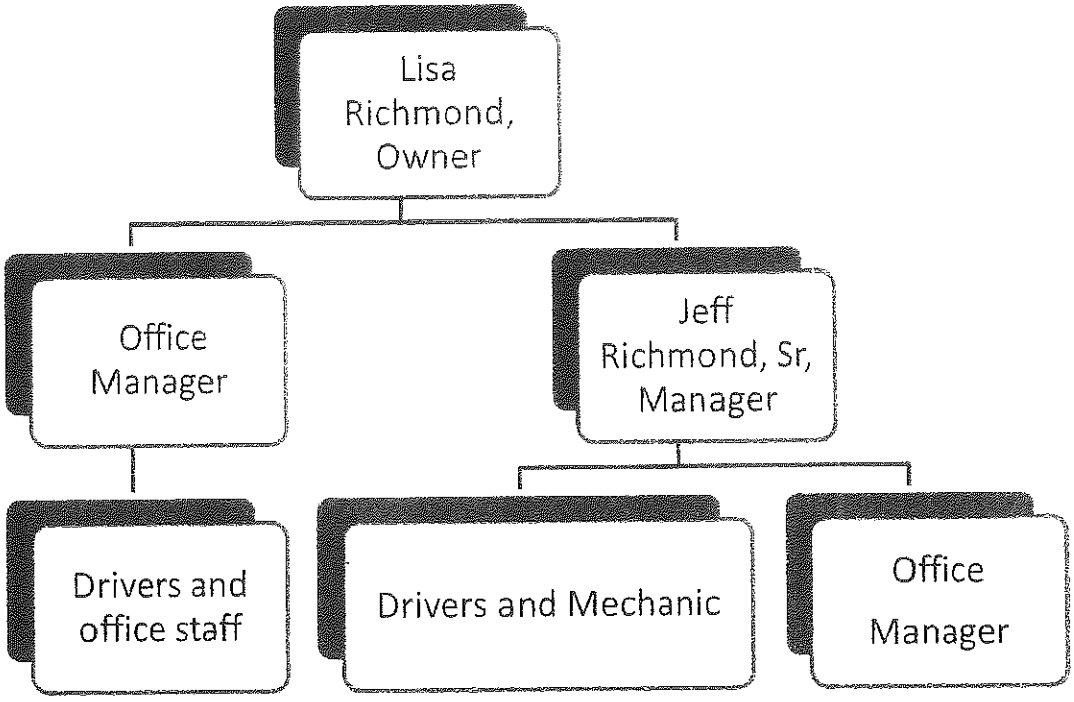
An organizational chart is below.



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.

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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.

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Exhibit II
(Fee Schedule)

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Richmond Transportation
Rate / Fee Schedule and Definitions:

Rate Type:	Rate Amount:	Definition Specifications:
Unit Cost Per Mile	$ 3.45	Unit Rate of $3.45 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	$ 3.45	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.

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Keith Faber
Ohio Auditor

Certified Search for Unresolved Findings for Recovery

OHIO AUDITOR OF STATE
KEITH FABER

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

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

Auditor of State - Unresolved Findings for Recovery Certified Search

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

Contractor's Information:

Name: ,
Organization: **RICHMOND TRANSPORTATION, LLC**
Date: **9/8/2023 10:46:23 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
Price, Scott	16098 #25 State Route 235
Price, Jennifer	3156 Josephine St. NW
Rice, John	
Richardson, Robert	C/O Jeffrey Hunter, ESQ
Richey, Nelda	522 Laura Dr.
Ricketts, Mark	335 Willow Road
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
Warrick, Christina	4511 State Route 13

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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.

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Signature Page

Agreement Title: JFS Contracts 2023

#24-1001-TANF	#24-2001-XX	#24-3001-ERT	#24-3010-HRT
#24-1003-TANF	#24-2002-XX	#24-3002-HRT	#24-3011-ERT
#24-1004-TANF	#24-2003-XX	#24-3003-ERT	#24-3012-HRT
#24-1005-TANF	#24-2004-XX	#24-3004-HRT	
#24-1006-TANF	#24-2005-XX	#24-3005-ERT	
#24-1007-TANF	#24-2006-XX	#24-3006-HRT	
#24-1008-TANF	#24-2007-XX	#24-3007-ERT	
#24-1009-TANF		#24-3008-HRT	
#23-5001-TANF-Amendment #1		#24-3009-ERT	

Approved as to Legal Form Only:

Colleen Mary O'Toole

By: _____

Colleen M. O'Toole
Ashtabula County Prosecutor

Date: 9/6/23

DocuSign Envelope ID: 13D5D737-2F43-444E-A5C5-48B6B842E90D

Contract No.: 24-3007-ERT

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 2023 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 **$5,000.00**, and free from any previous encumbrances.

Agreement Title: An **Employment Related Transportation Contract** between **Ashtabula County Job & Family Services** and **Richmond Transportation**.

DocuSigned by:
Kathryn Whittington
72C9CAC40E3D4A8...

David Thomas
Ashtabula County Auditor

Date: 10/3/2023

DocuSign Envelope ID: 13D5D737-2F43-444E-A5C5-48B6B842E90D

PURCHASE OF TRANSPORTATION SERVICE CONTRACT FOR HUMAN SERVICE PROGRAMS

Contract # 24-3008-HRT

This contract made and entered into on the 1st day of October 2023 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, 2023,** through **September 30, 2024,** 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:
   $ 700,000.00

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

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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.

The funding for this Subgrant Agreement utilizes Federal funds awarded to County which are so identified as follows:

Federal Award Project Description: FFY 2024 Transportation

Name of Federal Awarding Agency: Department of Health and Human Services

Catalog of Federal Domestic Assistance (CFDA): OWF, PRC CCMEP 93.558; SNAP ET/ABAWD, SNAP ET, LEAP 10.561

Federal Award Identification Number (FAIN): Not available at this time

Federal Award Date of Award to the Recipient by the Federal Agency: October 1, 2023

Is the Award Research and Development: No

Indirect Cost Rate for the Federal Award (if applicable) (including if the de minimis rate is charged per 2 CFR 200.414 and 45 CFR 775.414): Not applicable as indirect costs are not charged to this agreement

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

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- 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.

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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

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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

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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 1. 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.

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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.

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

SIGNATURES:

DocuSigned by:
FB74066D0EAC4B8...

09/08/23

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

Date

DocuSigned by:
Lisa Richmond
AFC75564B1C94A9...

9/13/2023

Richmond Transportation

Date

DocuSigned by:
Casey Kozlowski
3E6154CBF4DA44C...

DocuSigned by:
8CC3D2025A6D44F...

9/20/2023

Date

DocuSigned by:
Kathryn Whittington
72C9CAC40E3D4A8...

Ashtabula County Board of Commissioners

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Exhibit I

(Program Description)

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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 13, 2023

RFP Number:

ACJFS RFP #4-23

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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 10-1-21 to 9-30-22, 31,041 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.

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II. RFP Schedule and Submission Information:

RFP Schedule of Important Dates:

RFP Release	Date: 6-13-23
Question Period Begins	Date: 6-13-23
Pre-Proposal Conference	Date: 6-26-23 @ 10:00 a.m.
Question Period Ends	Date: 6-26-23 @ 4:00 p.m.
Proposals Due to Ashtabula County Board of Commissioners	Date: 7-14-23 @ 2:30 p.m.
Agreement Effective Date	Date: 10-1-23

Pre-Proposal Conference:

A pre-proposal conference will be held on June **26, 2023,** 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 6-26-23 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 7-14-23 and clearly marked with the applicant's name, address and RFP number:

ACJFS RFP #4-23

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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.

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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.

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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.

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(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 60 minutes 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.

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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. ACJFS may reject any and all proposals of providers/vendors that have a finding for recovery issue and/or issue that has not been resolved on the State Finding for Recoveries site, in accordance with 5101:9-4-07 (B) (9) of the OAC.

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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 **10-1-23 through 9-30-24**.

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.

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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.
9. Copeland "Anti-Kickback" Act
10. Davis-Bacon Act
11. Contract Work Hours and Safety Standards Act, sections 3702 and 3704
12. "Rights to Inventions" clause 37 CFR part 401
13. Federal Water Pollution Control Act
14. Solid Waste Disposal Act
15. Sanctions and penalties implemented due to administrative, contractual, or legal violations or breach of contract terms.

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)).

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Attachment A

Transportation Programs

Applicant Information

AGENCY / ORGANIZATION NAME: Richmond Transportation, LLC.

ADDRESS: 5456 Main Ave, Ashtabula, Ohio 44004

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 Richmond

PROGRAM COORDINATOR: Same EMAIL: lisarichmond50@gmail.com

FISCAL CONTACT: Same EMAIL: ____

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:

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NAME: Lisa M Richmond SIGNATURE: Lisa M Richmond
(Note: original signature must be in blue ink)

TITLE: Owner DATE: 7/12/23

Attachment B
Applicant Budget

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Section 3
Program Planning and Development

DocuSign Envelope ID: 13D5D737-2F43-444E-A5C5-48B6B842E90D

Richmond Transportation, LLC
2423 Deerfield Drive
Ashtabula, OH 44004
RPF#4-23

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. Transportation will be provided Monday through Friday from 4:30am until 8:00 pm and Saturday's from 4:00am until 4:30pm. No transportation services will be provided on Sunday's. 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.

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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 $3.58 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 $0.45 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 $60 and up per hour with a three consecutive hour minimum rental. Wait time is included in the hourly rate.

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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 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.

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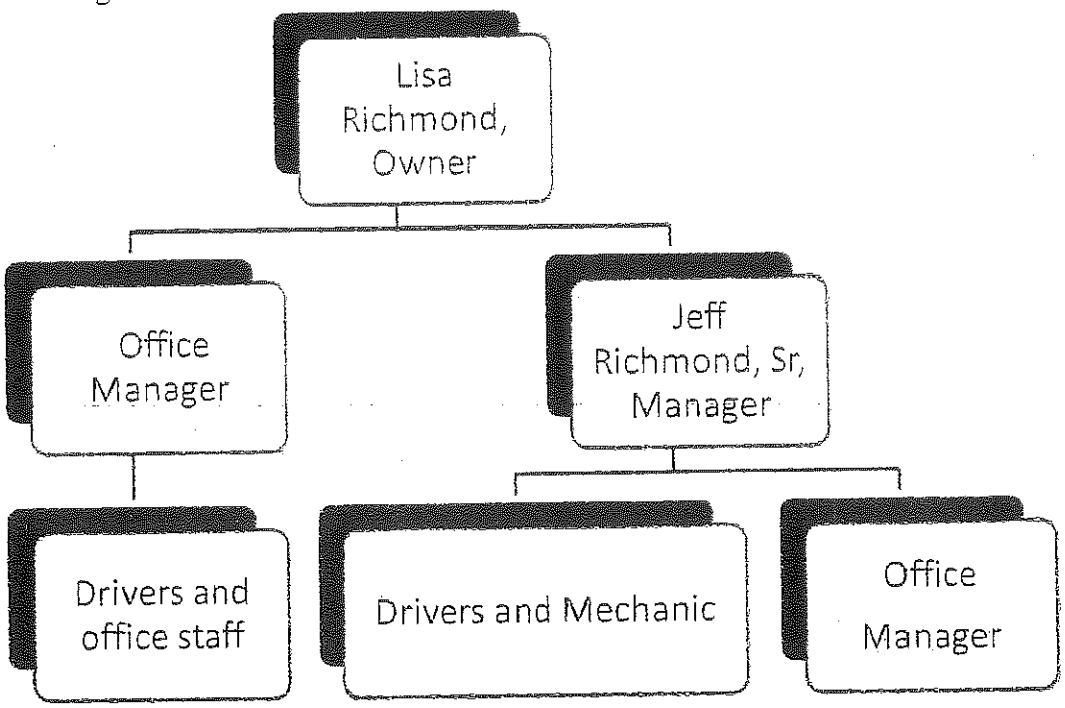
An organizational chart is below.



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.

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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.

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Exhibit II
(Fee Schedule)

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Richmond Transportation
Rate / Fee Schedule and Definitions:

Rate Type:	Rate Amount:	Definition Specifications:
Unit Cost Per Mile	$ 3.45	Unit Rate of $3.45 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	$ 3.45	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.

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Keith Faber
Ohio Auditor

Certified Search for Unresolved Findings for Recovery

OHIO AUDITOR OF STATE
KEITH FABER

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

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

Auditor of State - Unresolved Findings for Recovery Certified Search

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

Contractor's Information:

Name: ,
Organization: **RICHMOND TRANSPORTATION, LLC**
Date: **9/8/2023 10:46:23 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
Price, Scott	16098 #25 State Route 235
Price, Jennifer	3156 Josephine St. NW
Rice, John	
Richardson, Robert	C/O Jeffrey Hunter, ESQ
Richey, Nelda	522 Laura Dr.
Ricketts, Mark	335 Willow Road
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
Warrick, Christina	4511 State Route 13

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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.

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Signature Page

Agreement Title: JFS Contracts 2023

#24-1001-TANF	#24-2001-XX	#24-3001-ERT	#24-3010-HRT
#24-1003-TANF	#24-2002-XX	#24-3002-HRT	#24-3011-ERT
#24-1004-TANF	#24-2003-XX	#24-3003-ERT	#24-3012-HRT
#24-1005-TANF	#24-2004-XX	#24-3004-HRT	
#24-1006-TANF	#24-2005-XX	#24-3005-ERT	
#24-1007-TANF	#24-2006-XX	#24-3006-HRT	
#24-1008-TANF	#24-2007-XX	#24-3007-ERT	
#24-1009-TANF		#24-3008-HRT	
#23-5001-TANF-Amendment #1		#24-3009-ERT	

Approved as to Legal Form Only:

Colleen Mary O'Toole

By: _____

Colleen M. O'Toole
Ashtabula County Prosecutor

Date: 9/6/23

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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 2023 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 **$175,000.00**, and free from any previous encumbrances.

Agreement Title: A **Health Related Transportation Contract** between **Ashtabula County Job & Family Services** and **Richmond Transportation**.

DocuSigned by:
181F4CE35A6C459...

David Thomas
Ashtabula County Auditor

Date: 9/14/2023

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PURCHASE OF TRANSPORTATION SERVICE CONTRACT FOR HUMAN SERVICE PROGRAMS

Contract # 24-3003-ERT

This contract made and entered into on the 1st day of October 2023 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, 2023,** through **September 30, 2024,** 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:
   $ 20,000.00

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

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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.

The funding for this Subgrant Agreement utilizes Federal funds awarded to County which are so identified as follows:

Federal Award Project Description: FFY 2024 Transportation

Name of Federal Awarding Agency: Department of Health and Human Services

Catalog of Federal Domestic Assistance (CFDA): OWF, PRC CCMEP 93.558; SNAP ET/ABAWD, SNAP ET, LEAP 10.561

Federal Award Identification Number (FAIN): Not available at this time

Federal Award Date of Award to the Recipient by the Federal Agency: October 1, 2023

Is the Award Research and Development: No

Indirect Cost Rate for the Federal Award (if applicable) (including if the de minimis rate is charged per 2 CFR 200.414 and 45 CFR 775.414): Not applicable as indirect costs are not charged to this agreement

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:

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- 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.

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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

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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

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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.

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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.

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

SIGNATURES:

DocuSigned by:
FB74060D0EAC4B8...
Patrick J. Arcaro, Executive Director
Ashtabula County Job & Family Services

09/08/23
Date

DocuSigned by:
84F95297E391476...
Black Eagle Transit Co.

9/12/2023
Date

DocuSigned by:
Casey Kozlowski
3E6154CBF4DA44C...

DocuSigned by:
8CC3D2025A6D44F...

9/20/2023
Date

DocuSigned by:
72C9CAC40E3D4A8...
Ashtabula County Board of Commissioners

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Exhibit I

(Program Description)

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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 13, 2023

RFP Number:

ACJFS RFP #4-23

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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 10-1-21 to 9-30-22, 31,041 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.

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II. RFP Schedule and Submission Information:

RFP Schedule of Important Dates:

RFP Release	Date: 6-13-23
Question Period Begins	Date: 6-13-23
Pre-Proposal Conference	Date: 6-26-23 @ 10:00 a.m.
Question Period Ends	Date: 6-26-23 @ 4:00 p.m.
Proposals Due to Ashtabula County Board of Commissioners	Date: 7-14-23 @ 2:30 p.m.
Agreement Effective Date	Date: 10-1-23

Pre-Proposal Conference:

A pre-proposal conference will be held on June 26, 2023, 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 6-26-23 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 7-14-23 and clearly marked with the applicant's name, address and RFP number:

ACJFS RFP #4-23

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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.

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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.

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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.

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(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 60 minutes 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.

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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. ACJFS may reject any and all proposals of providers/vendors that have a finding for recovery issue and/or issue that has not been resolved on the State Finding for Recoveries site, in accordance with 5101:9-4-07 (B) (9) of the OAC.

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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 **10-1-23 through 9-30-24**.

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.

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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.
9. Copeland "Anti-Kickback" Act
10. Davis-Bacon Act
11. Contract Work Hours and Safety Standards Act, sections 3702 and 3704
12. "Rights to Inventions" clause 37 CFR part 401
13. Federal Water Pollution Control Act
14. Solid Waste Disposal Act
15. Sanctions and penalties implemented due to administrative, contractual, or legal violations or breach of contract terms.

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)).

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ATTACHMENT A
TRANSPORTATION PROGRAMS
APPLICANT INFORMATION

AGENCY / ORGANIZATION NAME: BLACK EAGLE TRANSIT CO.

ADDRESS: 5600 W 5TH ST. ASHTABULA, OH 44004

PHONE: 440-992-2157 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 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: 06/26/2023

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Section 3
Program Planning and Development

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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 an affiliate of, City Taxi Cab & Transfer Co., which has provided transportation services for ACJFS since 1995. Black Eagle Transit is specifically purposed in providing contracted services to Medicaid, DODD, Schools, as well as, other various local and state level government agencies.

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3. Specifications:

(A.) Flat rate one way fare for any Black Eagle Transit Co. trip will be $12.24, 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 $24.48 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 $3.60 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 $3.60 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 24.9 miles from base, are from base, to pick-up, to destination, and trips 25 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. Wait time for shared rides may be up to 60 minutes. 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.

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(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 BUS	2	UP TO 14 PASSENGERS
CHEVY TAHOE SUV	1	UP TO 4 PASSENGERS
FORD FLEX SUV	2	UP TO 6 PASENGERS

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.

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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.

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BLACK EAGLE TRANSIT CO.

-Job Description-

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

Job Title: Assistant Office Manager

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

Type of Position: Part Time

Job Description: Successful applicant will assist the Office and Operations Manager as needed. Input data into/from our integrated software, Excel spreadsheets, as well as, hand completed forms to be used in calculating Driver payroll, and monthly billing. Will manage the hiring process, as well as, safety and training programs for Driver and Transit operations. 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. Will also be required to learn Dispatch, as well as, other office roles and assist/fill in as needed.

Key Responsibilities:

- Review and input data for the purposes of calculating payroll, as well as, monthly billing.
- Broad knowledge of our operation for marketing, sales, recruiting and customer relations.
- 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.

Reviewed By:

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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.

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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)

Reviewed By:

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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.

Reviewed By:

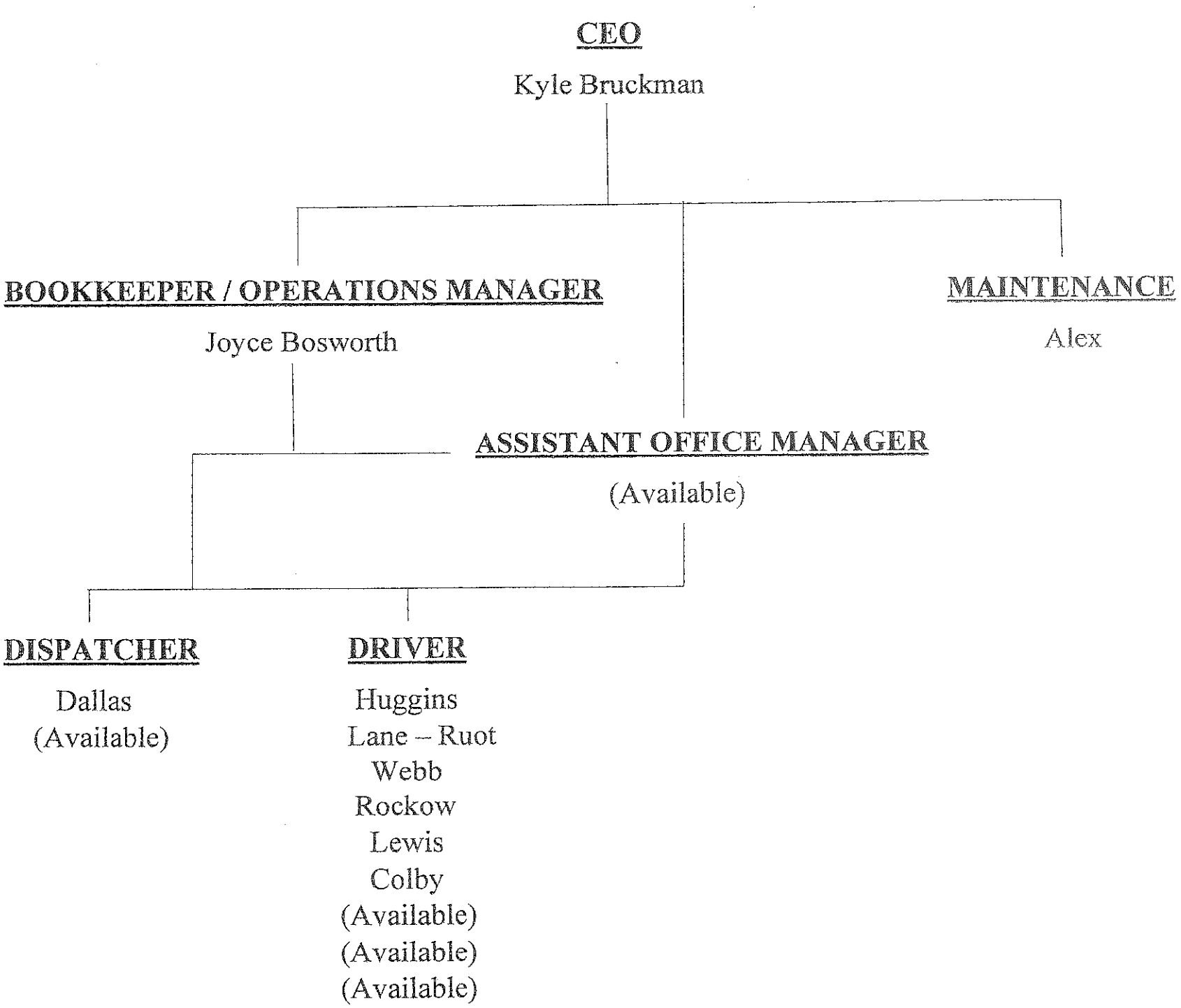

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Exhibit II

(Fee Schedule)

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Black Eagle Transit Company
Rate / Fee Schedule and Definitions:

Rate Type:	Rate Amount:	Definition Specifications:
Unit Cost Per Mile:	$ 3.45	General Unit Rate is $3.45 per mile with the following modifications:
One Way - Flat Rate:	$ 11.73	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	$23.46	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)	$ 3.45	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.
All trips are to be map quested for mileage:		Trips up to 24.9 miles will be map quested using shortest distance. Trips greater than 24.9 miles will be map quested using shortest time.

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Keith Faber
Ohio Auditor

Certified Search for Unresolved Findings for Recovery

OHIO AUDITOR OF STATE
KEITH FABER

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

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

Auditor of State - Unresolved Findings for Recovery Certified Search

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 CO.**
Date: **9/8/2023 10:44:57 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.

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Signature Page

Agreement Title: JFS Contracts 2023

#24-1001-TANF	#24-2001-XX	#24-3001-ERT	#24-3010-HRT
#24-1003-TANF	#24-2002-XX	#24-3002-HRT	#24-3011-ERT
#24-1004-TANF	#24-2003-XX	#24-3003-ERT	#24-3012-HRT
#24-1005-TANF	#24-2004-XX	#24-3004-HRT	
#24-1006-TANF	#24-2005-XX	#24-3005-ERT	
#24-1007-TANF	#24-2006-XX	#24-3006-HRT	
#24-1008-TANF	#24-2007-XX	#24-3007-ERT	
#24-1009-TANF		#24-3008-HRT	
#23-5001-TANF-Amendment #1		#24-3009-ERT	

Approved as to Legal Form Only:

Colleen Mary O'Toole

By: _____

Colleen M. O'Toole
Ashtabula County Prosecutor

Date: 9/6/23

DocuSign Envelope ID: 58D394DD-3827-4468-A41A-F0923CAE5EED

Contract No.: 24-3003-ERT

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 2023 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 **$5,000.00**, and free from any previous encumbrances.

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

DocuSigned by:

181F4CE35A6C459...

David Thomas
Ashtabula County Auditor

Date: 9/13/2023

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PURCHASE OF TRANSPORTATION SERVICE CONTRACT FOR HUMAN SERVICE PROGRAMS

Contract # 24-3004-HRT

This contract made and entered into on the 1st day of October 2023 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, 2023,** through **September 30, 2024,** 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:
$700,000.00

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.

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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.

The funding for this Subgrant Agreement utilizes Federal funds awarded to County which are so identified as follows:

Federal Award Project Description: FFY 2024 Transportation

Name of Federal Awarding Agency: Department of Health and Human Services

Catalog of Federal Domestic Assistance (CFDA): OWF, PRC CCMEP 93.558; SNAP ET/ABAWD, SNAP ET, LEAP 10.561

Federal Award Identification Number (FAIN): Not available at this time

Federal Award Date of Award to the Recipient by the Federal Agency: October 1, 2023

Is the Award Research and Development: No

Indirect Cost Rate for the Federal Award (if applicable) (including if the de minimis rate is charged per 2 CFR 200.414 and 45 CFR 775.414): Not applicable as indirect costs are not charged to this agreement

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

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- 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

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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 1 (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

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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

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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

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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.

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

SIGNATURES:

DocuSigned by:
FB74060D0EAC4B8...
Patrick J. Arcaro, Executive Director
Ashtabula County Job & Family Services

09/08/23
Date

DocuSigned by:
84F95297E391478...
Black Eagle Transit Co.

9/12/2023
Date

DocuSigned by:
Casey Kozlowski
3E6154CBF4DA44C...

DocuSigned by:
8CC3D2025A6D44F...

9/20/2023
Date

DocuSigned by:
Kathryn Whittington
72C9CAC40E3D4A8...
Ashtabula County Board of Commissioners

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Exhibit I
(Program Description)

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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 13, 2023

RFP Number:

ACJFS RFP #4-23

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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 10-1-21 to 9-30-22, 31,041 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.

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II. RFP Schedule and Submission Information:

RFP Schedule of Important Dates:

RFP Release	Date: 6-13-23
Question Period Begins	Date: 6-13-23
Pre-Proposal Conference	Date: 6-26-23 @ 10:00 a.m.
Question Period Ends	Date: 6-26-23 @ 4:00 p.m.
Proposals Due to Ashtabula County Board of Commissioners	Date: 7-14-23 @ 2:30 p.m.
Agreement Effective Date	Date: 10-1-23

Pre-Proposal Conference:

A pre-proposal conference will be held on June **26, 2023**, 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 6-26-23 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 7-14-23 and clearly marked with the applicant's name, address and RFP number:

ACJFS RFP #4-23

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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.

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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.

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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.

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(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 60 minutes 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.

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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. ACJFS may reject any and all proposals of providers/vendors that have a finding for recovery issue and/or issue that has not been resolved on the State Finding for Recoveries site, in accordance with 5101:9-4-07 (B) (9) of the OAC.

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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 **10-1-23 through 9-30-24**.

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.

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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.
9. Copeland "Anti-Kickback" Act
10. Davis-Bacon Act
11. Contract Work Hours and Safety Standards Act, sections 3702 and 3704
12. "Rights to Inventions" clause 37 CFR part 401
13. Federal Water Pollution Control Act
14. Solid Waste Disposal Act
15. Sanctions and penalties implemented due to administrative, contractual, or legal violations or breach of contract terms.

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)).

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ATTACHMENT A
TRANSPORTATION PROGRAMS
APPLICANT INFORMATION

AGENCY / ORGANIZATION NAME: BLACK EAGLE TRANSIT CO.

ADDRESS: 5600 W. 54th St. ASHTABULA, OH 44004

PHONE: 440-992-2157 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 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: 06/26/2025

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Section 3
Program Planning and Development

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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 an affiliate of, City Taxi Cab & Transfer Co., which has provided transportation services for ACJFS since 1995. Black Eagle Transit is specifically purposed in providing contracted services to Medicaid, DODD, Schools, as well as, other various local and state level government agencies.

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3. Specifications:

(A.) Flat rate one way fare for any Black Eagle Transit Co. trip will be $12.24, 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 $24.48 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 $3.60 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 $3.60 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 24.9 miles from base, are from base, to pick-up, to destination, and trips 25 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. Wait time for shared rides may be up to 60 minutes. 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.

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(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 BUS	2	UP TO 14 PASSENGERS
CHEVY TAHOE SUV	1	UP TO 4 PASSENGERS
FORD FLEX SUV	2	UP TO 6 PASENGERS

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.

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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.

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BLACK EAGLE TRANSIT CO.

-Job Description-

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

Job Title: Assistant Office Manager

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

Type of Position: Part Time

Job Description: Successful applicant will assist the Office and Operations Manager as needed. Input data into/from our integrated software, Excel spreadsheets, as well as, hand completed forms to be used in calculating Driver payroll, and monthly billing. Will manage the hiring process, as well as, safety and training programs for Driver and Transit operations. 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. Will also be required to learn Dispatch, as well as, other office roles and assist/fill in as needed.

Key Responsibilities:

- Review and input data for the purposes of calculating payroll, as well as, monthly billing.
- Broad knowledge of our operation for marketing, sales, recruiting and customer relations.
- 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.

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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.

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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)

Reviewed By:

Black Eagle Transit Co.
EEO / AA

440-992-2157

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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.

Reviewed By:

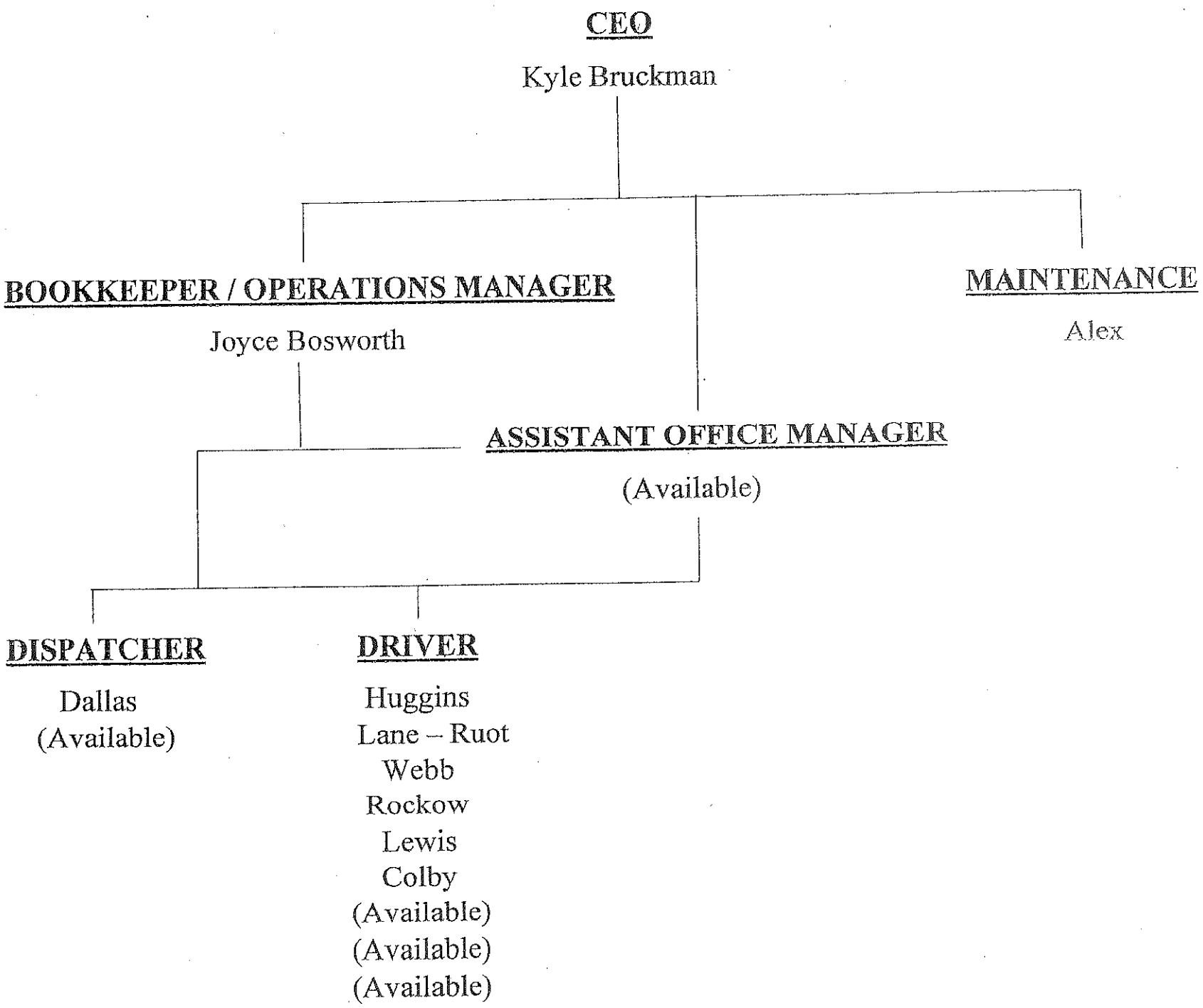

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Exhibit II
(Fee Schedule)

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Black Eagle Transit Company
Rate / Fee Schedule and Definitions:

Rate Type:	Rate Amount:	Definition Specifications:
Unit Cost Per Mile:	$ 3.45	General Unit Rate is $3.45 per mile with the following modifications:
One Way - Flat Rate:	$ 11.73	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	$23.46	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)	$ 3.45	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.
All trips are to be map quested for mileage:		Trips up to 24.9 miles will be map quested using shortest distance. Trips greater than 24.9 miles will be map quested using shortest time.

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Keith Faber
Ohio Auditor

Certified Search for Unresolved Findings for Recovery

OHIO AUDITOR OF STATE
KEITH FABER

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

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

Auditor of State - Unresolved Findings for Recovery Certified Search

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 CO.**
Date: **9/8/2023 10:44:57 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.

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Signature Page

Agreement Title: JFS Contracts 2023

#24-1001-TANF	#24-2001-XX	#24-3001-ERT	#24-3010-HRT
#24-1003-TANF	#24-2002-XX	#24-3002-HRT	#24-3011-ERT
#24-1004-TANF	#24-2003-XX	#24-3003-ERT	#24-3012-HRT
#24-1005-TANF	#24-2004-XX	#24-3004-HRT	
#24-1006-TANF	#24-2005-XX	#24-3005-ERT	
#24-1007-TANF	#24-2006-XX	#24-3006-HRT	
#24-1008-TANF	#24-2007-XX	#24-3007-ERT	
#24-1009-TANF		#24-3008-HRT	
#23-5001-TANF-Amendment #1		#24-3009-ERT	

Approved as to Legal Form Only:

By: _____
Colleen M. O'Toole
Ashtabula County Prosecutor

Date: 9/6/23

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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 2023 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 **$175,000.00**, and free from any previous encumbrances.

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

DocuSigned by:

181F4CE35A6C459...

David Thomas
Ashtabula County Auditor

Date: 9/13/2023

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PURCHASE OF TRANSPORTATION SERVICE CONTRACT FOR HUMAN SERVICE PROGRAMS

Contract # 24-3001-ERT

This contract made and entered into on the **1st** day of **October 2023** 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, 2023,** through **September 30, 2024,** 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:
   $ 20,000.00

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

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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.

The funding for this Subgrant Agreement utilizes Federal funds awarded to County which are so identified as follows:

Federal Award Project Description: FFY 2024 Transportation

Name of Federal Awarding Agency: Department of Health and Human Services

Catalog of Federal Domestic Assistance (CFDA): OWF, PRC CCMEP 93.558; SNAP ET/ABAWD, SNAP ET, LEAP 10.561

Federal Award Identification Number (FAIN): Not available at this time

Federal Award Date of Award to the Recipient by the Federal Agency: October 1, 2023

Is the Award Research and Development: No

Indirect Cost Rate for the Federal Award (if applicable) (including if the de minimis rate is charged per 2 CFR 200.414 and 45 CFR 775.414): Not applicable as indirect costs are not charged to this agreement

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:

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- 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.

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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

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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

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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.

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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.

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

SIGNATURES:

DocuSigned by:
FB74060D0EAC4B8...

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

09/08/2023
Date

DocuSigned by:
Casey Kozlowski
3E6154CBF4DA44C...

DocuSigned by:
8CC3D2025A6D44F...

9/20/2023
Date

DocuSigned by:
Kathryn Whittington
72C9CAC40E3D4A8...

Ashtabula County Board of Commissioners

DocuSign Envelope ID: 1DF9CF89-2D2A-4605-8942-2E400E87EA90

Exhibit I
(Program Description)

DocuSign Envelope ID: 1DF9CF89-2D2A-4605-8942-2E400E87EA90

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 13, 2023

RFP Number:

ACJFS RFP #4-23

DocuSign Envelope ID: 1DF9CF89-2D2A-4605-8942-2E400E87EA90

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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 10-1-21 to 9-30-22, 31,041 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.

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II. RFP Schedule and Submission Information:

RFP Schedule of Important Dates:

RFP Release	Date: 6-13-23
Question Period Begins	Date: 6-13-23
Pre-Proposal Conference	Date: 6-26-23 @ 10:00 a.m.
Question Period Ends	Date: 6-26-23 @ 4:00 p.m.
Proposals Due to Ashtabula County Board of Commissioners	Date: 7-14-23 @ 2:30 p.m.
Agreement Effective Date	Date: 10-1-23

Pre-Proposal Conference:

A pre-proposal conference will be held on June **26, 2023,** 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 6-26-23 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 7-14-23 and clearly marked with the applicant's name, address and RFP number:

ACJFS RFP #4-23

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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.

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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.

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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.

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(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 60 minutes 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.

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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. ACJFS may reject any and all proposals of providers/vendors that have a finding for recovery issue and/or issue that has not been resolved on the State Finding for Recoveries site, in accordance with 5101:9-4-07 (B) (9) of the OAC.

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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 **10-1-23 through 9-30-24**.

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.

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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.
9. Copeland "Anti-Kickback" Act
10. Davis-Bacon Act
11. Contract Work Hours and Safety Standards Act, sections 3702 and 3704
12. "Rights to Inventions" clause 37 CFR part 401
13. Federal Water Pollution Control Act
14. Solid Waste Disposal Act
15. Sanctions and penalties implemented due to administrative, contractual, or legal violations or breach of contract terms.

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)).

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Appendix I

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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.

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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 devises 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.

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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.

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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.

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Exhibit II
(Fee Schedule)

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Transportation Provider Form

Date	October 1, 2023 through September 30, 2024		
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** *X*	**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, 2023, to December 31, 2023 $66.31 Vehicle Hour January 1, 2024, to September 30, 2024 ACTS CY2024 rate at CY2024 contract approval	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

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Keith Faber
Ohio Auditor

Certified Search for Unresolved Findings for Recovery

OHIO AUDITOR OF STATE
KEITH FABER

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

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

Auditor of State - Unresolved Findings for Recovery Certified Search

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: **9/8/2023 10:43:50 AM**

This search produced the following list of **7** 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
Ashford, Velma	4400 Clarkwood Parkway, Unit 225
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.

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Signature Page

Agreement Title: JFS Contracts 2023

#24-1001-TANF	#24-2001-XX	#24-3001-ERT	#24-3010-HRT
#24-1003-TANF	#24-2002-XX	#24-3002-HRT	#24-3011-ERT
#24-1004-TANF	#24-2003-XX	#24-3003-ERT	#24-3012-HRT
#24-1005-TANF	#24-2004-XX	#24-3004-HRT	
#24-1006-TANF	#24-2005-XX	#24-3005-ERT	
#24-1007-TANF	#24-2006-XX	#24-3006-HRT	
#24-1008-TANF	#24-2007-XX	#24-3007-ERT	
#24-1009-TANF		#24-3008-HRT	
#23-5001-TANF-Amendment #1		#24-3009-ERT	

Approved as to Legal Form Only:

Colleen Mary O'Toole

By: _____

Colleen M. O'Toole
Ashtabula County Prosecutor

Date: 9/6/23

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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 2023 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 **$5,000.00**, 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)**.

DocuSigned by:
181F4CE35A6C459...

David Thomas
Ashtabula County Auditor

Date: 9/13/2023

DocuSign Envelope ID: 1DF9CF89-2D2A-4605-8942-2E400E87EA90

PURCHASE OF TRANSPORTATION SERVICE CONTRACT FOR HUMAN SERVICE PROGRAMS

Contract # 24-3002-HRT

This contract made and entered into on the **1st** day of **October 2023** 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, 2023,** through **September 30, 2024,** 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:
   $ 500,000.00

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.

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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.

    The funding for this Subgrant Agreement utilizes Federal funds awarded to County which are so identified as follows:

    Federal Award Project Description: FFY 2024 Transportation

    Name of Federal Awarding Agency: Department of Health and Human Services

    Catalog of Federal Domestic Assistance (CFDA): OWF, PRC CCMEP 93.558; SNAP ET/ABAWD, SNAP ET, LEAP 10.561

    Federal Award Identification Number (FAIN): Not available at this time

    Federal Award Date of Award to the Recipient by the Federal Agency: October 1, 2023

    Is the Award Research and Development: No

    Indirect Cost Rate for the Federal Award (if applicable) (including if the de minimis rate is charged per 2 CFR 200.414 and 45 CFR 775.414): Not applicable as indirect costs are not charged to this agreement

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

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- 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

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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,

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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 reasonably 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

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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

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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.

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

SIGNATURES:

DocuSigned by:
FB74060D0EAC4B8...

09/08/23

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

Date

DocuSigned by:
Casey Kozlowski
3E6154CBF4DA44C...

DocuSigned by:
8CC3D2025A6D44F...

9/20/2023

Date

DocuSigned by:
Kathryn Whittington
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Ashtabula County Board of Commissioners

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Exhibit I
(Program Description)

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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 13, 2023

RFP Number:

ACJFS RFP #4-23

DocuSign Envelope ID: 1DF9CF89-2D2A-4605-8942-2E400E87EA90

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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 10-1-21 to 9-30-22, 31,041 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.

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II. RFP Schedule and Submission Information:

RFP Schedule of Important Dates:

RFP Release	Date: 6-13-23
Question Period Begins	Date: 6-13-23
Pre-Proposal Conference	Date: 6-26-23 @ 10:00 a.m.
Question Period Ends	Date: 6-26-23 @ 4:00 p.m.
Proposals Due to Ashtabula County Board of Commissioners	Date: 7-14-23 @ 2:30 p.m.
Agreement Effective Date	Date: 10-1-23

Pre-Proposal Conference:

A pre-proposal conference will be held on June **26, 2023,** 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 6-26-23 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 7-14-23 and clearly marked with the applicant's name, address and RFP number:

ACJFS RFP #4-23

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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.

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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.

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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.

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(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 60 minutes 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.

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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. ACJFS may reject any and all proposals of providers/vendors that have a finding for recovery issue and/or issue that has not been resolved on the State Finding for Recoveries site, in accordance with 5101:9-4-07 (B) (9) of the OAC.

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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 **10-1-23 through 9-30-24**.

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.

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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.
9. Copeland "Anti-Kickback" Act
10. Davis-Bacon Act
11. Contract Work Hours and Safety Standards Act, sections 3702 and 3704
12. "Rights to Inventions" clause 37 CFR part 401
13. Federal Water Pollution Control Act
14. Solid Waste Disposal Act
15. Sanctions and penalties implemented due to administrative, contractual, or legal violations or breach of contract terms.

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)).

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Appendix I

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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.

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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 devises 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.

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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.

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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.

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Exhibit II
(Fee Schedule)

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Transportation Provider Form

Date	October 1, 2023 through September 30, 2024		
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** *X*	**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, 2023, to December 31, 2023 $66.31 Vehicle Hour January 1, 2024, to September 30, 2024 ACTS CY2024 rate at CY2024 contract approval	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

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Keith Faber
Ohio Auditor

Certified Search for Unresolved Findings for Recovery

OHIO AUDITOR OF STATE
KEITH FABER

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

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

Auditor of State - Unresolved Findings for Recovery Certified Search

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: **9/8/2023 10:43:50 AM**

This search produced the following list of **7** 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
Ashford, Velma	4400 Clarkwood Parkway, Unit 225
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.

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Signature Page

Agreement Title: JFS Contracts 2023

#24-1001-TANF	#24-2001-XX	#24-3001-ERT	#24-3010-HRT
#24-1003-TANF	#24-2002-XX	#24-3002-HRT	#24-3011-ERT
#24-1004-TANF	#24-2003-XX	#24-3003-ERT	#24-3012-HRT
#24-1005-TANF	#24-2004-XX	#24-3004-HRT	
#24-1006-TANF	#24-2005-XX	#24-3005-ERT	
#24-1007-TANF	#24-2006-XX	#24-3006-HRT	
#24-1008-TANF	#24-2007-XX	#24-3007-ERT	
#24-1009-TANF		#24-3008-HRT	
#23-5001-TANF-Amendment #1		#24-3009-ERT	

Approved as to Legal Form Only:

Colleen Mary O'Toole

By: _____

Colleen M. O'Toole
Ashtabula County Prosecutor

Date: 9/6/23

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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 2023 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 **$125,000.00**, 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)**.

DocuSigned by:

181F4CE35A6C450...

David Thomas
Ashtabula County Auditor

Date: 9/13/2023